



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH INDUSTRIAL TRUCK EQUIPMENT, INC.

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Industrial Truck Equipment, Inc. ("Supplier") and is effective as of the date of last signature to this Contract.

Purpose

The State is awarding this Contract to Supplier for the purchase of Dump bodies, truck mounted lifts, lift hook for use by facilities located throughout the State of Oklahoma, to take advantage of volume discount pricing for acquisitions with a recurring demand from one or more entities. as more particularly described in certain Contract Documents. This Contract memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Attachment A – Exhibit 1 - Specifications.
 - 2.2. Attachment B - General Terms
 - 2.3. Attachment C.- Statewide Contract Terms
 - 2.4. Exhibit 2 – pricing (Excel doc)
 - 2.5. Exhibit 2 – Pricing Instruction (PDF format)
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**


Industrial Truck Equipment, Inc.

By: 
Amanda Otis (Sep 29, 2023 09:22 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Sep 29, 2023

By: 
Dwight Anderson (Sep 27, 2023 16:50 CDT)

Name: Dwight Anderson

Title: Sales Manager

Date: Sep 27, 2023

Tim Tuck


Tim Tuck (Sep 29, 2023 09:17 CDT)

Sep 29, 2023

Reviewed & Approved by OMES Legal

ATTACHMENT A
SOLICITATION NO. EV00000231
SW0106-Dump bodies, truck mounted lifts, lift hook

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract for the purchase of Dump bodies, truck mounted lifts, lift hook for use by facilities located throughout the State of Oklahoma, to take advantage of volume discount pricing for acquisitions with a recurring demand from one or more entities.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Scope of Work

Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
- A.** any Addendum;
 - B.** any applicable Solicitation;
 - C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D.** the terms contained in this Contract Document;
 - E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F.** any statement of work, work order, or other similar ordering document as applicable; and
 - G.** other mutually agreed Contract Documents.
- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at:
- <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access,

acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the

assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this

section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the

Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

- B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails

to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

- 23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.
- 23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss

of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a

Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of

this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

EV00000231 ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS For SW0106

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;

- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

Exhibit 1 – Scope of Products and Services

A. Background:

The State of Oklahoma considers all potential proposers to be professionals in the areas as so defined within this solicitation. As such, a Supplier submitting for this solicitation must be intimately familiar with the requirements and needs identified therein.

B. Scope:

1. This contract has been previously awarded to one brand, one vendor each, one for dump bodies and one for service bodies. The Department of Transportation provided specifications for the equipment they required based on past purchases. With the expansion of the contract and the desire of the customer base to have more types of equipment available on the contract, the specifications shown on the pricing pages are for comparison purposes only; to familiarize the vendors with what has been purchased in the past.
2. The State of Oklahoma Department of Central Services, Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing or percentage discount off pricing based on high volume purchasing. This contract's main customer base will be Oklahoma State Agencies, such as the Department of Transportation, and counties and cities and municipalities.
3. The purpose of this competitive solicitation is to develop a "catalog discount" (or actual pricing submitted) contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.
4. We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order but vendors are welcome to submit actual pricing as well.

C. Authorized Representative

1. Suppliers may offer any brand for which they are an authorized dealer, distributor or service representative. A current, dated, and signed letter of authorization from the manufacturer that states the Supplier is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer's products in the State of Oklahoma is to be submitted with the response.
2. If the Manufacturer is responding to this solicitation, please submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma and the product line you are the manufacturer of.

D. Licensing

1. Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes. (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62) Offeror certifies by submission of a response that all required Oklahoma Motor Vehicle Commission

licenses are in place and current, and that copies of all such licenses have been submitted with the Response. It is the Vendor's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the contract and to furnish copies at any time upon request by Central Purchasing. If the Vendor does not maintain current licensing, Central Purchasing may immediately terminate the contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

E. Changes in business structure

1. The Supplier will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

F. Website

1. With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

WEBSITE: _____

LOGIN REQUIRED. ____ **YES** ____ **NO**

G. Warranty-Equipment/Options/Accessories/Attachments

1. The Successful Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.
2. The Supplier warrants that at the time of delivery, all equipment and purchased under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
3. All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
4. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.
5. Supplier shall furnish a copy of their warranty applicable for the equipment.
6. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
7. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the

service. The following information shall be provided in order to determine ownership of the equipment:

G.7.1. Name of government entity and division, if applicable.

G.7.2. Make, Model, and VIN of equipment

G.7.3. Control number of government entity (Inventory number)

G.7.4. Repairs made that are covered by a warranty shall not be paid for by the government entity.

G.7.5. The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

C.6.7.6. All persons utilized in the performance of this contract shall be employees of the supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

C.6.8. Equipment that will remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state-owned equipment in the supplier's possession.

H. Insurance

1. Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
2. The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:
3. Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
4. Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
5. Commercial Automobile Insurance hired and non-owned.
6. Garage keepers Liability Insurance.
7. Commercial Property Coverage.

I. Quality of Parts

1. Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.
2. After Market Repair, parts must be equal to, or exceed original equipment manufacturer's specifications.
3. Repair parts must be packaged and distributed under their respective nationally known name brands.
4. All rebuilt or remanufactured parts must meet the same requirements as listed above.
5. Some repair parts may be required to be original equipment manufactured repair parts. Suppliers must carry a complete line of OEM parts for all models of equipment they carry.

6. Preservation, packaging, and packing and marking will be in accordance with best standard industry practice to provide adequate protection against shipping damage.

J. Warranty-Parts

1. Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
2. Supplier shall correct ordering errors without further cost to the ordering entity.
3. A copy of the Warranty shall be included for replacement parts purchased.

K. Repair Facilities

1. Repair facilities that will perform the warranty work of items on contract shall be identified on the Pricing Page.

L. Ordering

1. No minimum orders will be considered under this contract.
2. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment purchased, prior to any Options/Accessories/Attachments that enhance the equipment to where it becomes specialized or customized to the customer's requirements.
3. The ordering party will determine how and when the truck to be outfitted is to arrive at the vendor's location.
4. While the truck to be outfitted is on the vendor's property, the vendor will be fully responsible for the truck and will ensure that it shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned equipment in the supplier's possession.
5. Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
6. Any trade-in allowances determined by the dealer shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.
Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000. $\$17,199 - 23\% = \$13,243.23$. $\$13,243 - \$6000 = \$7,243.23$, final price.
7. The Customer is responsible for being familiar with all of the contract terms and conditions.
8. Safety Data Sheets
9. Supplier shall furnish any required Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, or at the request of Central Purchasing.
10. Catalogs and Price Sheets
11. Suppliers shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.
12. Equipment Operation and Repair Manuals
13. All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

M. Invoices

To ensure prompt payment, the invoice shall include the following information:

1. Purchase order number.
2. Make, model, and VIN number of equipment.
3. Name of government entity.
4. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.
5. The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals used to customize the equipment, and the final price for each item delivered.
6. The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.
7. Name of company who provided the products/services.
8. Payment remittance address.
9. Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.
10. Each Dealer/manufacturer who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response and be responsible for the equipment and chassis when being transported between locations for additional installations performed.

N. Payment

1. Payment method by State Agencies will be the effective statewide fleet fuel and maintenance card, the State purchase card, or Purchase Orders.
2. Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as is allowed by their purchasing guidelines, regulations or statutory mandates.

O. Prompt Payment Discounts

1. Prompt payment discounts will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

P. Late Payment to Suppliers

1. Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules derived from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of Management & Enterprises website.

Q. Delivery

1. Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Supplier. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
2. All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the customer. Liability for product delivery remains with the Supplier until delivered and accepted.

3. Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract; it is the Supplier's obligation to seek clarification from the ordering party and, if applicable, from the Contracting Officer listed as the contact person in Central Purchasing.
4. Delivery on parts is to be made within 30 days.
5. One Operating Manual, an illustrated parts manual or List, and the Warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

R. Training

1. Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

S. Price Adjustments

1. The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (I.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Supplier can be increased during the contract period at any time.
2. The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.
3. Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.
4. Vendors are to include information concerning their return policy.
5. See L.6 concerning trade-in allowances.

T. Allowable Charges

1. Freight/Shipping/Set-up Fees.
2. Delivery of the finished product is to be FOB Destination (of ordering entity) freight collect.
3. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.
4. Quotes shall show The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered
5. Allied and incidental items requested by customers to comply with their needs and with state or other government regulations. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.
6. Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract vendor that are requested by the customer to complete the purchase of equipment awarded on contract.
7. Unpublished or non-contract options required to complete a product ordered.
8. New Products
 - 8.1. New Products may be added to the contract as they are introduced by a manufacturer however, the discount cannot be lowered throughout the contract period.

- 8.2. Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.
- 8.3. Discontinued Products
- 8.4. Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

Exhibit 2 – Pricing Instructions

1. Supplier shall complete Exhibit 2 – Pricing per instructions therein. Best value evaluation includes whether Supplier offers all requested items and services or only some of the requested items and services., as well as the overall lowest costs.
2. Supplier may complete any or all tabs within Exhibit 2 at its discretion based upon its proposed offering.
3. For solicitation evaluations purposes, Supplier must provide current quote MSRP and percentage discount for the items as listed. If Supplier does not offer exact item as listed, Supplier may offer a comparable make/model within its offering which is as nearly identical as possible. If Supplier does not offer exact or comparable item, then Supplier will so indicate.
4. In addition to quoted items for solicitation evaluation purposes, Supplier may provide any catalog of items which supports the scope of this solicitation. Supplier acknowledges that offered catalog of items will either be at one discounted rate against all MSRP prices and items, or otherwise delineated with additional discounts by brand, volume discounts, etc. It is Supplier responsibility to ensure that offerings are true, correct, and available to the State of Oklahoma. Supplier further warrants that from time-to-time catalogs may be updated as new products and offering become available, but only with the express permission and consent of contracting officer.

.xlsx tabs to complete as follows and all **REQUIRED**:

1. Hydraulic System: Note: This tab **REQUIRED**
2. Dump Beds: This tab **REQUIRED**
3. Dump Bed Options: This tab **REQUIRED**
4. Other Items: This tab **REQUIRED**
5. Service Body: This tab **REQUIRED**

EV00000231-Exhibit #2

THIS MUST BE FILLED OUT AND SUBMITTED ELECTRONICALLY

The specifications listed are a typical configuration but may or may not be modified in accordance with the manufacturer's specifications. Vendors are to provide full specifications of system components at time of providing a quote to the ordering agency.

GENERAL REQUIREMENTS FOR ALL DUMP BED BODIES

THIS SPECIFICATION SHALL PROVIDE FOR STEEL HYDRAULIC DUMP BEDS, NEW, THE LATEST CURRENT PRODUCTION MODEL. COMPLETE WITH MANUFACTURER'S STANDARD EQUIPMENT AND ACCESSORIES, FULLY SERVICED READY TO OPERATE. TO INCLUDE MANUFACTURER'S CERTIFICATE OF WARRANTY, AND TO BID LESS ALL APPLICABLE STATE AND FEDERAL TAXES. (WARRANTY SHALL BE THE STANDARD FOR THE INDUSTRY AS OFFERED TO THE GENERAL PUBLIC.) THIS BODY SHALL BE EQUIPPED TO MEET ALL FEDERAL AND STATE OF OKLAHOMA SAFETY STANDARD AND REQUIREMENTS. NO DEALER ADVERTISEMENT SHALL BE AFFIXED TO THE BED.

VENDOR COMMENTS: COMPLY

ELECTRICAL WIRING: WIRING TO BE IN LOOM AND PROPERLY SECURED TO FRAME TO PREVENT SAGGING. ALL WIRE CONNECTIONS SHALL BE MADE WITH HEAT SHRINK CONNECTORS OR WEATHER PACKS. ALL LIGHT WIRING FOR BODY WILL BE THROUGH A JUNCTION BOX MOUNTED AT REAR OF BODY. THIS INSULATION MATERIAL TO BE OF SUFFICIENT QUALITY TO INSURE A LIFE OF FIVE (5) YEARS.

VENDOR COMMENTS: COMPLY

PAINT: HOISTS, BODY, AND ALL EXPOSED METAL SHALL BE ZINC POWDER COAT PRIMED AND POWDER TOP COAT WITH STANDARD PRODUCTION COLOR AS ORDERED AT NO EXTRA COST. TOP COAT AND ZINC TO BE LAB CERTIFIED TO WITHSTAND NO LESS THAN 4000HRS ACCELERATED SALT SPRAY TEST BASED ON 5% SALT SOLUTION. THEN BE PAINTED A STANDARD PRODUCTION COLOR AS ORDERED AT NO EXTRA COST.

VENDOR COMMENTS: COMPLY

BED VENDOR MUST NOT REMOVE IDENTIFICATION PLATES OR NUMBERS ON THE TRUCK. IF, DURING INSTALLATION, IT BECOMES NECESSARY TO REMOVE THESE PLATES, OR COVER NUMBERS, THEN THESE NUMBERS AND/OR PLATES MUST BE REPLACED IN A VISIBLE LOCATION.

VENDOR COMMENTS: COMPLY

MUD FLAPS: 2, 1 EACH SIDE 24" X 30" NON-SAIL TYPE AND QUALITY (WITHOUT ANY ADVERTISEMENT).

VENDOR COMMENTS: COMPLY

MANUALS AND PARTS BOOK: SUCCESSFUL BIDDER SHALL FURNISH ONE (1) OPERATOR'S INSTRUCTION MANUAL FOR EACH UNIT, IN ADDITION, ONE (1) PARTS BOOK AND ONE (1) ILLUSTRATED MANUAL SHALL BE FURNISHED TO EACH DIVISION PURCHASING ONE OR MORE BODIES.

VENDOR COMMENTS: COMPLY

SERVICE POLICY: MANUFACTURER'S STANDARD SERVICE POLICY SHALL BE FURNISHED, COMPLETED AND UNALTERED, WITH EACH UNIT DELIVERE. MANUFACTURER SHALL BE RESPONSIBLE FHTAT SATISFACTORY SERVICE (BY OTHER THAN THE DEALER SELLING UNIT) IS RENDERED UPON PRESENTATION OF PROPER SERVICE POLICY PAPERS.

VENDOR COMMENTS: COMPLY

SEE PRICING BELOW:

REQUIREMENTS PER BODY SIZE:

The Department of Transportation provided specifications for 6 dump bodies in the past. As stated, these specifications are provided for comparison purposes and also for you to be aware of re-enforcement modifications ODOT has requested in the past in order for you to provide similar builds.

BODY SIZE:

LENGTH:
10 feet

WIDTH OUTSIDE
96 inches

HEAD HEIGHT
84 inches

WIDTH INSIDE
36 inches

BODY HEAD HEIGHT
36 inches

TAIL GATE HEIGHT
36 inches

SIDE HEIGHT

THICKNESS OF STEEL

CROSS MEMBERS: (IF EQUIPPED WITH)

ADDITIONAL: IN ADDITION TO THE ABOVE LONGITUDINAL, TWO ADDITIONAL LONGITUDINAL BRACES ARE REQUIRED IN THE WHEEL SPAN OR HOIST BRACKET AREA. MATERIAL TO BE 5/16" ANGLE 3" X 4". TO BE SPACED ON EACH SIDE BETWEEN THE LONG SILLS AND EDGE OF THE BODY. THIS IS TO ADD SUPPORT TO THE BED FLOOR IN THE HOIST BRACKET AREA.

FLOOR:

SIDE VERTICAL BRACES:

LONGITUDINAL:

CORNER POST REAR:

SPREADER CHAINS

RUB RAILS:

BASE WEIGHT: SHOW BASE WEIGHT OF BODY WITHOUT HOIST & ACCESSORIES

GATE(GRAB) HANDLES:

LIGHTS:

CLEARANCE LIGHTS:

6 METAL BASE REFLECTORS:

BANJO EYES:

10' dump bed (previous contract Godwin 300U) Steel Hydraulic single rear axle (ODOT 86-b-4-10 (9-02)

5.0 Cubic yd water level with 6 cubic yd front & tailgate
10 feet
96 inches

84 inches
36 inches
36 inches

30 inches w/3 1/2 inch by 1 1/2 inch boxed top rail-dirt shedding

10 gauge grade 50-Hi-tensile
Channel Steel 7.4 inches, 5.4 pounds, grade 50, hi-tensile longitudinal channel steel 2, 6 inch, 8.2 pound grade, 50 hi-tensile.

Was only in the 10 foot bed in ODOT specifications

2 inch radius floor to sidewalls for easy clean out. 3/16 inches. One piece grade 50 Hi-tensile 6, 3 each side, continuous weld

2 w/2 spreader chains

Full length sloping

2, 1 on each side of gate

2 led stop, turn, oval type installed in rear vertical bolsters

4 LED, 1 each corner ICC approved to be installed under corner of bed, front and rear

2 each side, 2 rear mounted on end gate, LCC approved. Must be housed type with screw or bolt mounting, stick on type is not acceptable
4, 2 each side 3/8 inch steel. 4-3/8 inch x 5 inch extend beyond rear post

10' Dump Body Viking-Cives HT102634 (Single Axle)

5.67 CU YD Capacity Water Level 7.44 CU YD Capacity with boards
120" 10 Feet
100"
44"
86"
42"
34"

26" with 3/16" Corten Corrosion resistant Hi-Tensile Steel, formed dirt shedding top rail.

3/16" Corten Corrosion resistant hi-tensile steel.

N/A Crossmemberless design

N/A

One piece 1/4" AR450 Hardox 1" radius. Horizontal only Formed braces

Formed 1/4" Corten corrosion resistant Hi-Tensile steel. "V formed with 10" floor support. Comply - Corten Corrosion resistant hi-tensile steel.
(2) Each
Full length formed 3/16" Corten Corrosion resistant hi-tensile steel.

(2) grab handles

(2) grab handles

LED Stop,turn and tail lights.

ICC approved LED clearance lights installed on 4 corners of dump bed.

ICC approved reflectors.
(2) per side Hi tensile Corten corrosion resistant steel.

14' dump bed (previous contract Godwin 400T) Steel Hydraulic Dump Bed tandem rear axle (ODOT 86-B-10-14 (9-02)

10 yd water level. 12 yd w/side board extensions
14 feet
84 or 87 inches
44 inches
86"
44 inches
44 inches

36" with 3/16" Corten Corrosion resistant Hi-Tensile Steel, formed dirt shedding top rail.

10 gauge grade 50-Hi-tensile

8 each, 4 inch "C" section 5.4 pound, grade 50 hi-tensile

N/A

2 inch radius floor to sidewalls for easy clean out. 3/16 inches. One piece grade 50 Hi-tensile

7 inch structural channel. 12.25 pounds
2 each, 10 inches, full depth with extra braces
2 each

Full length sloping

2, 1 on each side of gate

2 led stop, turn, oval type installed in rear vertical bolsters

4 LED, 1 each corner ICC approved to be installed under corner of bed, front and rear

2 each side, 2 rear mounted on end gate, LCC approved. Must be housed type with screw or bolt mounting, stick on type is not acceptable
4, 2 each side 3/8 inch steel. 4-3/8 inch x 5 inch extend beyond rear post

14' Dump Body Viking-Cives HT143644 (Tandem Axle)

11.04 CU YD capacity Water Level 13.52 CU YD capacity with boards
14 Feet
100"
44"
86"
44"
44"

36" with 3/16" Corten Corrosion resistant Hi-Tensile Steel, formed dirt shedding top rail.

10 gauge grade 50-Hi-tensile

8 each, 4 inch "C" section 5.4 pound, grade 50 hi-tensile

N/A

One piece 1/4" AR450 Hardox 1" radius. Horizontal only Formed braces

Formed 1/4" Corten corrosion resistant Hi-Tensile steel. "V formed with 10" floor support. Comply - Corten Corrosion resistant hi-tensile steel.
(2) Each
Full length formed 3/16" Corten Corrosion resistant hi-tensile steel.

(2) grab handles

(2) grab handles

LED Stop,turn and tail lights.

ICC approved LED clearance lights installed on 4 corners of dump bed.

ICC approved reflectors.
(2) per side Hi tensile Corten corrosion resistant steel.

15' dump bed (previous contract Godwin 500T)

12 yd water level. 14 yd w/side board extensions
15 feet
84 or 87 inches
44 inches
86"
44 inches
44"

36 inches w/3 1/2 inch top rail, box type dirt shedding

10 gauge grade 50-Hi-tensile

8 each, 4 inch "C" section 5.4 pound, grade 50 hi-tensile

N/A

2 inch radius floor to sidewalls for easy clean out. 3/16 inches. One piece grade 50 Hi-tensile

7 inch structural channel. 12.25 pounds
2 each, 10 inches, full depth with extra braces
2 each

Full length sloping

2, 1 on each side of gate

2 led stop, turn, oval type installed in rear vertical bolsters

4 LED, 1 each corner ICC approved to be installed under corner of bed, front and rear

2 each side, 2 rear mounted on end gate, LCC approved. Must be housed type with screw or bolt mounting, stick on type is not acceptable
4, 2 each side 3/8 inch steel. 4-3/8 inch x 5 inch extend beyond rear post

15' Dump Bed Viking-Cives HT153644 (Tandem Axle)

11.83 CU YD Capacity Water Level 14.48CU YD capacity with boards.
15 Feet
100"
44"
86"
44"
44"

36" with 3/16" Corten Corrosion resistant Hi-Tensile Steel, formed dirt shedding top rail.

10 gauge grade 50-Hi-tensile

N/A Crossmemberless design

N/A

One piece 1/4" AR450 Hardox 1" radius. Horizontal only Formed braces

Formed 1/4" Corten corrosion resistant Hi-Tensile steel. "V formed with 10" floor support. Comply - Corten Corrosion resistant hi-tensile steel.
(2) Each
Full length formed 3/16" Corten Corrosion resistant hi-tensile steel.

(2) grab handles

(2) grab handles

LED Stop,turn and tail lights.

ICC approved LED clearance lights installed on 4 corners of dump bed.

ICC approved reflectors.
(2) per side Hi tensile Corten corrosion resistant steel.

County 5 cubic yard 10' bed Trans mtd P.T.O. Steel hydraulic dump bed (previous contract Godwin 300U)

5 cubic yd water level. 6 cubic yds front & tailgate
10 feet
96 inches
84 inches
36 inches
36 inches
44"

30 inches w/3 1/2 inch by 1 1/2 inch boxed top rail-dirt shedding

10 gauge grade 50-Hi-tensile

N/A Crossmemberless design

N/A

2 inch radius floor to sidewalls for easy clean out. 3/16 inches. One piece grade 50 Hi-tensile

Channel steel 2, 6 inch, 8.2 pounds. Grade 50 Hi-tensile
2 each, 10 inches, full depth with extra braces
2 each

Full length sloping

2 led stop, turn, oval type installed in rear vertical bolsters

4 LED, 1 each corner ICC approved to be installed under corner of bed, front and rear

2 each side, 2 rear mounted on end gate, LCC approved. Must be housed type with screw or bolt mounting, stick on type is not acceptable
2, 1 each side, extend beyone rear post

10' Dump Body Viking-Cives HT102634 (Single Axle)

5.67 CU YD Capacity Water Level 7.44 CU YD Capacity with boards
10 Feet
100"
44"
86"
44"
44"

26" with 3/16" Corten Corrosion resistant Hi-Tensile Steel, formed dirt shedding top rail.

10 gauge grade 50-Hi-tensile

N/A Crossmemberless design

N/A

One piece 1/4" AR450 Hardox 1" radius. Horizontal only Formed braces

Formed 1/4" Corten corrosion resistant Hi-Tensile steel. "V formed with 10" floor support. Comply - Corten Corrosion resistant hi-tensile steel.
(2) Each
Full length formed 3/16" Corten Corrosion resistant hi-tensile steel.

(2) grab handles

(2) grab handles

LED Stop,turn and tail lights.

ICC approved LED clearance lights installed on 4 corners of dump bed.

ICC approved reflectors.
(2) per side Hi tensile Corten corrosion resistant steel.

County Trans mtd P.T.O. 14' bed (previous contract Godwin 400T). County Trans mtd P.T.O. Steel hydraulic dump bed

10 yds water level. 12 yd w/side board extensions
14 feet
84 or 87 inches
44 inches
44 inches
44 inches

36 inches w/3 1/2 inch top rail, box type dirt shedding

10 gauge grade 50-Hi-tensile

8 each, 4 inch "C" section 5.4 pound, grade 50 hi-tensile

N/A

2 inch radius floor to sidewalls for easy clean out. 3/16 inches. One piece grade 50 Hi-tensile

7 inch structural channel. 12.25 pounds
2 each, 10 inches, full depth with extra braces
2 each

Full length sloping

2 led stop, turn, oval type installed in rear vertical bolsters

4 LED, 1 each corner ICC approved to be installed under corner of bed, front and rear

2 each side, 2 rear mounted on end gate, LCC approved. Must be housed type with screw or bolt mounting, stick on type is not acceptable
2, 1 each side, extend beyone rear post

14' Dump Body Viking-Cives HT143644 (Tandem Axle)

11.04 CU YD capacity Water Level 13.52 CU YD capacity with boards
14 Feet
100"
44"
86"
44"
44"

36" with 3/16" Corten Corrosion resistant Hi-Tensile Steel, formed dirt shedding top rail.

10 gauge grade 50-Hi-tensile

N/A Crossmemberless design

N/A

One piece 1/4" AR450 Hardox 1" radius. Horizontal only Formed braces

Formed 1/4" Corten corrosion resistant Hi-Tensile steel. "V formed with 10" floor support. Comply - Corten Corrosion resistant hi-tensile steel.
(2) Each
Full length formed 3/16" Corten Corrosion resistant hi-tensile steel.

(2) grab handles

(2) grab handles

LED Stop,turn and tail lights.

ICC approved LED clearance lights installed on 4 corners of dump bed.

ICC approved reflectors.
(2) per side Hi tensile Corten corrosion resistant steel.

County Trans P.T.O. County 10 cubic yard Steel hydraulic 15' dump bed (previous contract Godwin 500T)

12 yds water level. 14 yd w/side board extensions
15 feet
84 or 87 inches
44 inches
44 inches
44 inches

36 inches w/3 1/2 inch top rail, box type dirt shedding

10 gauge grade 50-Hi-tensile

8 each, 4 inch "C" section 5.4 pound, grade 50 hi-tensile

N/A

2 inch radius floor to sidewalls for easy clean out. 3/16 inches. One piece grade 50 Hi-tensile

7 inch structural channel. 12.25 pounds
2 each, 10 inches, full depth with extra braces
2 each

Full length sloping

2 led stop, turn, oval type installed in rear vertical bolsters

4 LED, 1 each corner ICC approved to be installed under corner of bed, front and rear

2 each side, 2 rear mounted on end gate, LCC approved. Must be housed type with screw or bolt mounting, stick on type is not acceptable
2, 1 each side, extend beyone rear post

15' Dump Bed Viking-Cives HT153644 (Tandem Axle)

11.83 CU YD Capacity Water Level 14.48CU YD capacity with boards.
15 Feet
100"
44"
86"
44"
44"

36" with 3/16" Corten Corrosion resistant Hi-Tensile Steel, formed dirt shedding top rail.

10 gauge grade 50-Hi-tensile

N/A Crossmemberless design

N/A

One piece 1/4" AR450 Hardox 1" radius. Horizontal only Formed braces

Formed 1/4" Corten corrosion resistant Hi-Tensile steel. "V formed with 10" floor support. Comply - Corten Corrosion resistant hi-tensile steel.
(2) Each
Full length formed 3/16" Corten Corrosion resistant hi-tensile steel.

(2) grab handles

(2) grab handles

LED Stop,turn and tail lights.

ICC approved LED clearance lights installed on 4 corners of dump bed.

ICC approved reflectors.
(2) per side Hi tensile Corten corrosion resistant steel.

SIDEBOARD BRACES:		Boxed type Continuous weld		5 inch box type continuous weld		Boxed type Continuous weld		Boxed type Continuous weld		5 inch box type continuous weld		Boxed type Continuous weld	
BANG BOARDS		2" x 8" treated Pine.		2" x 8" treated Pine.		2" x 8" treated Pine.		2" x 8" treated Pine.		2" x 8" treated Pine.		2" x 8" treated Pine.	
SIDEBOARD GUSSETS:		4. 6 inch deep 3 inch wide		4 each. 6 inch high, 3 inch wide		4 each. 6 inch high, 3 inch wide		4 each. 6 inch high, 3 inch wide		4 each. 6 inch high, 3 inch wide		4 each. 6 inch high, 3 inch wide	
SIDEBOARD EXTENSIONS: (Note: All channel iron used in mounting these extensions must be assembled so the flanges re turned to the inside of the bed.		2-5/8 inches x 6 inches. 10 ga. Grade 50 Hi-tensile channel steel boxed full length		2-5/8 inches x 6 inches. 10 ga. Grade 50 Hi-tensile channel steel boxed full length		2-5/8 inches x 6 inches. 10 ga. Grade 50 Hi-tensile channel steel boxed full length		2-5/8 inches x 6 inches. 10 ga. Grade 50 Hi-tensile channel steel boxed full length		2-5/8 inches x 6 inches. 10 ga. Grade 50 Hi-tensile channel steel boxed full length		2-5/8 inches x 6 inches. 10 ga. Grade 50 Hi-tensile channel steel boxed full length	
BRACKETS:		2, 30 inches x 5 inches, 18 inch steel		2, 30 inches x 5 inches, 18 inch steel		2, 30 inches x 5 inches, 18 inch steel		2, 30 inches x 5 inches, 18 inch steel		2, 30 inches x 5 inches, 18 inch steel		2, 30 inches x 5 inches, 18 inch steel	
TAILGATE:		Double acting 2/2 vertical braces.		Double acting w/fully welded box-type horizontal bracing and offset hardware		Double acting w/fully welded box-type horizontal bracing and offset hardware		Double acting w/fully welded box-type horizontal bracing and offset hardware		Double acting w/fully welded box-type horizontal bracing and offset hardware		Double acting w/fully welded box-type horizontal bracing and offset hardware	
TAILGATE HARDWARE: (When hinged from the bottom must not have a gap)		Upper offset tailgate hinges		Upper offset tailgate hinges. Lower tailgate pins shall be 1-1/4 inch diameter minimum. Lower body hardware shall be of the overhead type hooks and retain the 1-1/4 inch pins in supports on each side of the hooks.		Upper offset tailgate hinges. Lower tailgate pins shall be 1-1/4 inch diameter minimum. Lower body hardware shall be of the overhead type hooks and retain the 1-1/4 inch pins in supports on each side of the hooks.		Upper offset tailgate hinges. Lower tailgate pins shall be 1-1/4 inch diameter minimum. Lower body hardware shall be of the overhead type hooks and retain the 1-1/4 inch pins in supports on each side of the hooks.		Upper offset tailgate hinges. Lower tailgate pins shall be 1-1/4 inch diameter minimum. Lower body hardware shall be of the overhead type hooks and retain the 1-1/4 inch pins in supports on each side of the hooks.		Upper offset tailgate hinges. Lower tailgate pins shall be 1-1/4 inch diameter minimum. Lower body hardware shall be of the overhead type hooks and retain the 1-1/4 inch pins in supports on each side of the hooks.	
TWO TAILGATE CHAIN BRACKETS ARE TO BE WELDED ON EACH SIDE OF THE BED, ONE NEAR THE TOP AND THE OTHER NEAR THE BOTTOM. THESE DOUBLE BRACKETS (4 PER BED) ARE TO PROVIDE CHAIN SUPPORTS FOR THE TAILGATE WHEN IT IS HINGED FROM THE TOP OR THE BOTTOM.		Two tailgate chain brackets are to be welded on each side of the bed, one year the top and the other near the bottom. These double brackets (4 per bed) are to provide chain supports for the tailgate when it is hinged from the top or bottom		Banjo Eyes (2) per corner post for hinging tailgate from the top or bottom.		Banjo Eyes (2) per corner post for hinging tailgate from the top or bottom.		Banjo Eyes (2) per corner post for hinging tailgate from the top or bottom.		Banjo Eyes (2) per corner post for hinging tailgate from the top or bottom.		Banjo Eyes (2) per corner post for hinging tailgate from the top or bottom.	
CAB COVER:		Cab cover approximately 1/2 over truck cab mounted on front of dump bed		1/2 cab shield		Cab cover approximately 1/2 over truck cab mounted on front of dump bed		1/2 cab shield		Cab cover approximately 1/2 over truck cab mounted on front of dump bed		1/2 cab shield	
STEP		Required to be located at the rear of curbside body between the bolster and the first vertical rib with 2-rung (Buyers Model RS2 or equal) slide out ladder to be below body ladder Full length both sides, to be 5/8 inch reinforced bar or flat steel, 3 inch high from extreme top outer edge of rub rail.		Required to be located at the rear of curbside body between the bolster and the first vertical rib with 2-rung (Buyers Model RS2 or equal) slide out ladder to be below body ladder		Required to be located at the rear of curbside body between the bolster and the first vertical rib with 2-rung (Buyers Model RS2 or equal) slide out ladder to be below body ladder		Required to be located at the rear of curbside body between the bolster and the first vertical rib with 2-rung (Buyers Model RS2 or equal) slide out ladder to be below body ladder		Required to be located at the rear of curbside body between the bolster and the first vertical rib with 2-rung (Buyers Model RS2 or equal) slide out ladder to be below body ladder		Required to be located at the rear of curbside body between the bolster and the first vertical rib with 2-rung (Buyers Model RS2 or equal) slide out ladder to be below body ladder	
COMBINATION TARP TIE DOWN AND WALK RAIL:		Flat bar Walk/tie rail with serrated edge.		Full length both sides, to be 5/8 inch reinforced bar or flat steel, 3 inch high from extreme top outer edge of rub rail.		Flat bar Walk/tie rail with serrated edge.		Flat bar Walk/tie rail with serrated edge.		Flat bar Walk/tie rail with serrated edge.		Flat bar Walk/tie rail with serrated edge.	
MOUNTING HEIGHT:		Long sills are 10"		Not to exceed 12-3/8 inches from top of truck frame to floor of body		Long sills are 10"		Not to exceed 12-3/8 inches from top of truck frame to floor of body.		Long sills are 10"		Not to exceed 12-3/8 inches from top of truck frame to floor of body.	
SAFETY STRUT:		Must be equipped safety strut to hold bed in "up" position while repairs are being made		(2) safety struts to lock body in up position.		Must be equipped w/2 safety struts to hold bed in "up" position while repairs are being made		(2) safety struts to lock body in up position.		Must be equipped w/2 safety struts to hold bed in "up" position while repairs are being made		(2) safety struts to lock body in up position.	
BODY UP LIGHT:		to be installed to warn operator if dump body is not fully down		In dash or spreader console body up light		to be installed to warn operator if dump body is not fully down		In dash or spreader console body up light		to be installed to warn operator if dump body is not fully down		In dash or spreader console body up light	
BACK UP ALARM:		Electrical type to be installed		Electrical Type Minimum 108 Decible rating.		Electrical type to be installed		Electrical type Minimum 108 Decible rating.		Electrical type to be installed		Electrical type Minimum 108 Decible rating.	
HYDRAULIC HOIST:		Mailhot Trunnion Mount G4-90-4.25-3		G63120T Class 90		Mailhot Trunnion Mount G4-140-5-3		G63120T Class 90		Mailhot Trunnion Mount G4-90-4.25-3		G63120T Class 90	
MAIN FRAME:		N/A with telescoping hoist.		N/A with telescoping hoist.		N/A with telescoping hoist.		N/A with telescoping hoist.		N/A with telescoping hoist.		N/A with telescoping hoist.	
HOIST CYLINDER:		7 inch Bore-20 inch stroke		4.25" diameter telescoping hoist 90" stroke		Describe cylinder inside and piston diameter and stoke		4.25" diameter telescoping hoist 90" stroke		Describe cylinder inside and piston diameter and stoke		4.25" diameter telescoping hoist 90" stroke	
HOIST CAPACITY:		13 tons		17.5 tons		20 tons		24.7 tons		13 tons		24.7 tons	
BODY HOIST:		Dual Lift Arm Type		Trunnion mount telescoping.		Trunnion mount telescoping.		Trunnion mount telescoping.		Dual Lift Arm Type		Trunnion mount telescoping.	
DUMPING ANGLE:		55 degrees		50-55 degrees.		50 degrees		50 degrees		55 degrees		50 degrees	
DUMP HINGE POINT:		12 inches from rear end of bed floor		12" overhang (Center of hinge pin to end of bed)		12 inches from rear end of bed floor		12" overhang (Center of hinge pin to end of bed)		12 inches from rear end of bed floor		12" overhang (Center of hinge pin to end of bed)	
BLEEDER VALVE		not on ODOT specs for 10 foot		Bleederless		At top of base sleeve or bleederless		Bleederless		At top of base sleeve or bleederless		Bleederless	
OIL RESERVOIR:				30 to 35 gallon.		30 to 35 gallon.		30 to 35 gallon.		30 to 35 gallon.		30 to 35 gallon.	
REAR PIVOT HINGE:				Double shear type with 2" pin with integral support plate. Bushings are knurled for hinge pins allowing 360 degree greasing.		Double shear type - 2 hinge pins 2 inch x 7 inch (No sub frames). A 1/2 inch plate added under rear pivot to fill in space between frame for reinforcement.		Double shear type with 2" pin with integral support plate. Bushings are knurled for hinge pins allowing 360 degree greasing.		Double shear type with 2" pin with integral support plate. Bushings are knurled for hinge pins allowing 360 degree greasing.		Double shear type with 2" pin with integral support plate. Bushings are knurled for hinge pins allowing 360 degree greasing.	
HYDRAULIC PUMP:		Saur Danfoss 75CC Crankshaft Drive Load Sense		Saur Danfoss 75CC Crankshaft Drive Load Sense		Saur Danfoss 75CC Crankshaft Drive Load Sense		Saur Danfoss 75CC Crankshaft Drive Load Sense		Parker 318-9111-*** 3 line gear pump Up to 38GPM		Parker 318-9111-*** 3 line gear pump Up to 38GPM	
SHAFT BEARINGS:		N/A		N/A		N/A		N/A		Roller Bearing Anti-Friction		Roller Bearing Anti-Friction	
CONTROL VALVE:		SA Hoist (Up, Down, Neutral). SA plow lift (Up,Down). DA plow reverse Left, Right). Spreader functions (Auger and Spinner)		SA Hoist (Up, Down, Neutral). SA plow lift (Up,Down). DA plow reverse Left, Right). Spreader functions (Auger and Spinner)		SA Hoist (Up, Down, Neutral). SA plow lift (Up,Down). DA plow reverse Left, Right). Spreader functions (Auger and Spinner)		SA Hoist (Up, Down, Neutral). SA plow lift (Up,Down). DA plow reverse Left, Right). Spreader functions (Auger and Spinner)		SA Hoist with Up, Down and sptring return to neutral)		SA Hoist with Up, Down and sptring return to neutral)	
RELIEF VALVE		In valve body.		In valve body.		In valve body.		In valve body.		Built into pump.		Built into pump.	
CONTROLS:		Adjustable Pedestal mount Console with arm rest, spreader control, hoist and plow proportional joysticks.		Adjustable Pedestal mount Console with arm rest, spreader control, hoist and plow proportional joysticks.		Adjustable Pedestal mount Console with arm rest, spreader control, hoist and plow proportional joysticks.		Adjustable Pedestal mount Console with arm rest, spreader control, hoist and plow proportional joysticks.		Air Control floor mounted console with spring return to neutral. 3 position Up, Down and , hold.Lighted panel.		Air Control floor mounted console with spring return to neutral. 3 position Up, Down and , hold.Lighted panel.	

POWER TAKE OFF																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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PRICING: (You can also submit actual pricing or your pricing on a separate page if necessary, for all models and options being offered.	DUMP BODIES			
	https://www.vikingcives.com/	https://khtruckweld.com/	https://www.williamsen-godwin.com/	https://www.paisanotrailer.com/
	Model	Model	Model	Model
Viking-Cives	Viking-Cives	K&H Truckweld	Williamsen-Godwin	Paisano Trailers
Dump Bed Base Price without hoist/hydraulic discount percentage ___-40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
Dump Bed Base Price with hoist/hydraulic package installed discount percentage ____-40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
Discount percentage discount off options not included or not listed: ___-40% OFF ITELIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
Installation costs if not included in the purchase price:				
Installation of just dump body-complete \$ ___-40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
Installation cost of dump body with hoist/hydraulic package and accessories/options. Complete \$ ___-40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
Un-installation of dump body \$ ___-40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
Un-installation of dump body and hoist/hydraulic package. \$ ___-40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
Labor rate per hour for added options \$ _____ 125.00	\$ _____ 125.00	\$ _____ 125.00	\$ _____ 125.00	\$ _____ 125.00
Trade-ins Available? Yes___ No _X_	NO	NO	NO	NO
Multiple Unit discount ___-5% OFF	5%	5%	5%	5%
(In addition to the equipment discount) based on __X__Units purchased _____Dollar amount	5% OFF Units Purchased	5% OFF Units Purchased	5% OFF Units Purchased	5% OFF Units Purchased
If Units, how many? __3+__ If dollar amount, how much? _____	If 3 or more are ordered.	If 3 or more are ordered.	If 3 or more are ordered.	If 3 or more are ordered.
OEM Repair Parts: ___-40% OFF ITE LIST After Market Parts: ___-40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
WARRANTY:	1 Year	1 Year	1 Year	1 Year
COMMENT: SAFETY TRAINING IS OFFERED WITH THE PURCHASE OF ALL OF OUR PRODUCTS.				

EV00000231-Exhibit #2		
THIS MUST BE FILLED OUT AND SUBMITTED ELECTRONICALLY		
The specifications listed are a typical configuration but may or may not be modified in accordance with the manufacturer's specifications. Vendors are to provide full specifications of system components at time of providing a quote to the ordering agency.		
Oklahoma Department of Transportation Equipment Specifications		
Hydraulic System #9-02. Front Mounted P.T.O. (Muncie MP2 Advantage or equal)		
GENERAL: THE FOLLOWING SPECIFICATIONS ARE FOR A HYDRAULIC CONTROL SYSTEM DESIGNED TO HAVE A CAB LOCATED ELECTRICAL PANEL ALLOWING TOTAL CONTROL OF ALL HYDRAULIC FUNCTIONS. A RESERVOIR TANK, CONTROL VALVES, AND A FRONT CRANKSHAFT DRIVEN CONTINUOUS DRIVE PUMP. THIS SYSTEM TO BE COMPATIBLE WITH DUMP BODIES, 86-B-4 AND 86-B-10 DESCRIBED ON THE FOLLOWING PAGES OF THIS SPECIFICATIONS.		
NOTE: THIS HYDRAULIC SYSTEM MUST BE A CURRENT MANUFACTURED SYSTEM. PROTOTYPES ARE NOT ACCEPTABLE.	COMPLY	
SPECIAL HYDRAULIC SYSTEM: THE SUPPLIER IS RESPONSIBLE FOR COMPATIBILITY OF ALL COMPONENTS. THE DESIGN OF THE CIRCUIT OR CIRCUITS SHOULD BE SUCH THAT TEMPERATURES DO NOT EXCEED 160 DEGREES F. DURING CONDITIONS DEEMED AS NORMAL OPERATIONS AND SPEEDS FOR THE CONTROL OF ICE AND SNOW REMOVAL BY THE OKLAHOMA DEPARTMENT OF TRANSPORTATION. HOSES SHOULD HAVE SWIVEL CONNECTIONS ON BOTH ENDS, UNLESS A QUICK DISCONNECT FITTING IS SUPPLIED AND SHOULD HAVE ALL JIC FITTING AND FITTING AND ADAPTERS.		
VENDOR COMMENTS: COMPLY		
BIDDER SHOULD UTILIZE HYDRAULIC VALVES (SOLENOID OPERATED) INSTALLED AND PRE-PLUMBED BY THE MANUFACTURER WITHIN A WEATHER TIGHT COMPARTMENT OF THE RESERVOIR.		
VENDOR COMMENTS: COMPLY		
SYSTEM WILL PROVIDE, IF NECESSARY, MAXIMUM PRESSURE PROTECTION TO ALL FUNCTION REGARDLESS OF TYPE OR NUMBER USED. THESE PRESSURE CONTROL VALVES SHALL PROVIDE THE RECOMMENDED PRESSURE AS MINIMUM REQUIREMENTS AS FORTH BY THE OEM EQUIPMENT MANUFACTURE.		
VENDOR COMMENTS: COMPLY		
ELECTRONIC COMMUNICATION BETWEEN THE IN-CAB CONTROLS AND THE VALVE/TANK ENCLOSURE SHALL BE CARRIED VIAI THE TRUCKS EXISTING 12 VOLT SYSTEM. NO HARNESS OF ANY KIND SHALL BE REQUIRED FOR COMMUNICATING SYSTEM COMMANDS. SENDING COMMANDS OVER THE TRUCKS' ECU OR CAN-BUS COMMUNICATION CHANNEL, J1939, IS NOT ACCEPTABLE		
VENDOR COMMENTS: COMPLY		

HYDRAULIC RESERVOIR: THE HYDRAULIC RESERVOIR SHALL HAVE A CAPACITY OF NO LESS THAN 35 GALLONS AND SHALL BE FABRICATED OUT OF 10 GAUGE STEEL WITH HEAVY DUTY MOUNTING BRACKETS. IT SHALL BE POWDER COATED. TANK/VALVE ENCLOSURE SHALL BE UNITIZED TO SAVE SPACE. THE LID SHALL BE REMOVABLE WITHOUT THE USE OF TOOLS WHILE THE DUMP BODY IS IN THE LOWERED POSITION FOR EASE OF MAINTENANCE. THE RESERVOIR SHALL BE EQUIPPED WITH MAGNETIC DRAIN PLUG; NATURALLY ASPIRATED FILLER/BREATHER CAP RATED TO 40 MICRON AND A LOW OIL/HOT OIL SENSOR.		
VENDOR COMMENTS: COMPLY		
RESERVOIR TANK WILL BE PROVIDED WITH A SIGHT GAUGE MOUNTED IN THE BEST POSITION FOR VIEW AND PROTECTION OF SIGHT GAUGE ASSEMBLY.		
VENDOR COMMENTS: COMPLY		
HYDRAULIC OIL FILTER: HYDRAULIC OIL FILTER SHALL BE TOP MOUNTED IN THE RESERVOIR AND SHALL HAVE A 10 MICRON ABSOLUTE RATING AND BE CAPABLE OF 60 GPM. THE FILTER SHALL INCLUDE A VISUAL AND ELECTRICAL BY-PASS INDICATOR. A WARNING LIGHT WITH WEATHER-PAK CONNECTION SHALL BE MOUNTED IN THE CAB ON THE CONTROL PEDESTAL IN VIEW OF DRIVER. ALL RETURN HYDRAULIC FLOW SHALL PASS THROUGH THE FILTER.		
VENDOR COMMENTS: COMPLY		
HYDRAULIC OIL: RESERVOIR AND ENTIRE SYSTEM SHALL BE FILLED WITH PHILLIPS OR EQUAL. RATED AW32 FOR ANY ANTI-WEAR HYDRAULIC OIL REQUIREMENTS, NEEDING ANTI-FOAM, ANTI-RUST, ANTI-LEAK AND MOTOR OR PUMP WEAR INHIBITORS.		
VENDOR COMMENTS: COMPLY		
HYDRAULIC VALVE ASSEMBLY: THE HYDRAULIC VALVE ASSEMBLY SHALL BE RATED TO 35 GPM AND 3000 PSI. IT SHALL PROVIDE PRESSURE COMPENSATED, LOAD SENSING PERFORMANCE REGARDLESS OF PUMP DESIGN. ALL PORTS SHALL BE SAE O-RING TYPE. ALL SOLENOIDS ARE TO BE CURRENT-COMPENSATING TO ASSURE CONSISTENT PERFORMANCE AND REDUCE SOLENOID FATIGUE. CHANGING FROM SINGLE ACTING TO DOUBLE ACTING DOES NOT REQUIRE CHANGING ANY CARTRIDGES (ONLY CHANGES IN PROGRAMMING). ALL FUNCTIONS SHALL BE ELECTRICALLY SHIFTED. SOLENOIDS SHALL HAVE MANUAL OVERRIDES AS REQUIRED (HOIST UP, HOIST DOWN, PLOW UP AND SPREADER FUNCTIONS FOR DIAGNOSTIC PURPOSES). BASIC VALVE CONTAINING UNLOADER, HOIST, PLOW AND SPREADER FUNCTIONS SHOULD BE MADE UP OF ONLY 2 BLOCKS TO REDUCE LEAK POINTS (NO “SPOOLS-IN-A-BORE” ARE ACCEPTABLE). REPAIR TO ANY OPERATION MUST BE MADE BY SIMPLY REPLACING A CARTRIDGE (LIKE A SOLENOID OR A RELIEF).		
VENDOR COMMENTS: COMPLY		
THE MANIFOLD VALVE SHALL OPERATE THE FOLLOWING EQUIPMENT: SINGLE ACTING TELESCOPIC OR UNDERBODY HOIST; 3 POSITION, 3 WAY HIGH CAPACITY FRONT PLOW W/SA OR DA RAISE, DA ANGLE AUGER/CONVEYOR WITH GROUND SPEED ORIENTATION SPINNER WITH VARIABLE OPERATOR CONTROL FOR BROADCAST WIDTH		
VENDOR COMMENTS: COMPLY		

<p>CONTROL CONSOLE: A SEAT MOUNTED CONSOLE SHALL BE PROVIDED THAT MOVES WITH THE SEAT AND IS TO BE ADJUSTABLE FOR GREATER OPERATOR CONVENIENCE. THE SYSTEM WILL BE ACTIVATED BY A MASTER SWITCH. ALL FUNCTIONS SHALL BE CONTROLLED ELECTRONICALLY WITH COMMANDS SENT THROUGH THE TRUCK'S EXISTING 12V SYSTEM. PUSH BUTTON, NON-LATCHING CONTROLS SHALL OPERATE ALL CYLINDER FUNCTIONS. VARIABLE CONTROLS SHALL OPERATE SPREADER FUNCTIONS WITH EITHER GROUND SPEED OR MANUAL CONTROL. A “BLAST” AND A “PAUSE” BUTTON SHALL ALLOW ALTERNATELY A MAXIMUM APPLICATION OR INTERMITTENT APPLICATION AS REQUIRED. PRE-WETTING CONTROL SHALL ALSO PROVIDE EITHER GROUND SPEED OR MANUAL CONTROL. SELF DIAGNOSTIC OUT PUT FAULT DISPLAYS SHALL PROVIDE IMMEDIATE FEEDBACK IN THE EVENT OF ANY COMMUNICATION OR SOLENOID FAILURE. CONTROLLER MUST INCLUDE A CONTROL ROTARY KNOB FOR LIQUID CONTROL. INTEGRAL DIGITAL CONTROL SCREEN AND AUGER/SPINNER KNOBS MUST BE USED FOR PROGRAMMING AND ELECTRONIC TROUBLESHOOTING (OPENING THE CONSOLE TO REVEAL THE INTERIOR FOR ANY PROGRAMMING FUNCTIONS IS NOT ACCEPTABLE). PROGRAMMING SYSTEM CAN BE USED TO CHANGE HOIST AND PLOW FUNCTIONS FROM SINGLE-ACTING TO DOUBLE-ACTING. ALL ELECTRICAL CONNECTIONS SHALL BE RATED IP69</p>		
<p>VENDOR COMMENTS: COMPLY</p>		
<p>HYDRAULIC GAUGES: THE HYDRAULIC SYSTEM SHALL PROVIDE A PRESSURE GAUGE AND A FILTER CONDITION INDICATOR. WARNING LIGHTS SHALL BE MOUNTED IN THE CAB ON THE CONTROL PEDESTAL IN VIEW OF DRIVER FOR FILTER & LOW OIL AN ELECTRICAL INDICATOR (WIRED TO LIGHT) AND GUAGE WILL BE MOUNTED AT THE FILTER TO WARN WHEN A FILTER NEEDS CHANGED.</p>		
<p>VENDOR COMMENTS: COMPLY</p>		
<p>PLUMBING: ALL HOSES TO AND FROM VALVE COMPARTMENT SHALL BE PROVIDED AND COVERED WITH ABRAISTION RESISTANT HOSE SOCK TO PROTECT HOSES FROM RUBBING. THIS INCLUDES THE MAIN OIL SUPPLY LINE FROM THE PUMP, RETURN LINES TO THE RESERVOIR, AND LINE TO THE FRONT FOR SNOW PLOW AS NEEDED.</p>		
<p>VENDOR COMMENTS: COMPLY</p>		
<p>THE SALT SPREADER LINES SHALL BE AS FOLLOW: TWO (2) ¾ INCH SUPPLY LINES AND ONE (1) 1 INCH RETURN LINE RUN SECURELY ROUTED AS TO NOT KINK AND SHALL BE COVERED IN ABRAISION RESISTNT HOSE SOCK TO THE REAR PASSENGER SIDE OF BODY ON THE TRUCK.</p>		
<p>VENDOR COMMENTS: COMPLY</p>		
<p>THE SPREADER LINES SHALL HAVE PARKER (OR EQUAL) MODEL 6602-16-16S <u>MALE</u> FITTING ON THE RETURN LINE AND PARKER (OR EQUAL) 6601-12-12S <u>FEMALE</u> FITTING ON THE SPINNER MOTOR LINE AND A 6602-12-12S <u>MALE</u> FITTING ON CONVEYOR MOTOR LINE. NOTE: ALL PARKER (OR EQUAL) QUICK DISCONNECT FITTINGS SHALL HAVE STEEL PROTECTORS RESPECTIVELY ON EITHER MALE OR FEMALE FITTINGS.</p>		
<p>VENDOR COMMENTS: COMPLY</p>		

FRONT MOUNTED PUMP SPECIFICATIONS: THE HYDRAULIC PUMP SHALL BE A CONTINUOUS OPERATING GEAR PUMP. MUNCIE PL1-13-09BSBB OR APPROVED EQUAL. CRANKSHAFT DRIVEN USING A SPICIER 1310 SERIES DRIVE LINE. PUMP SHALL BE MOUNTED ON A CHANNEL WITH HOSES FOR PLOW IN THE FRONT OF THE RADIATOR BETWEEN THE FRAME RAILS AND BEHIND THE BUMPER.		
VENDOR COMMENTS: COMPLY		
FOR USE WITH DIESEL ENGINE:		
MODEL #:		
VENDOR COMMENTS:		
ELECTRICAL WIRING: WIRING TO BE IN LOOM AND PROPERLY SECURED TO FRAME TO PREVENT SAGGING. ALL WIRE CONNECTIONS SHALL BE MADE WITH HEAT SHRINK CONNECTORS OR WEATHER PACKS. A FUSE BLOCK IS TO BE USED FOR ALL FUSES FOR HYDRAULICS AND BODY. MATERIAL TO BE OF SUFFICIENT QUALITY TO INSURE A LIFE OF FIVE (5) YEARS.		
VENDOR COMMENTS: COMPLY		
BRAND #1		
DISCOUNT FROM MANUFACTURERS LIST PRICE: 40 % OFF ITE LIST		
BRAND: CERTIFIED POWER		
MODEL: MDC™		
MODEL 2: Cirrus™		
LENGTH OF WARRANTY: 1 YEAR		
https://www.certifiedpower.com/		
COMPLIES AS EQUIVALENT		
OPTIONS & ACCESSORIES: 40% OFF ITE LIST		
PARTS: 40% OFF ITE LIST		
BRAND #2		
DISCOUNT FROM MANUFACTURERS LIST PRICE: 40 % OFF ITE LIST		
BRAND: FORCE AMERICA		
MODEL: PATROL COMMANDER®		
MODEL 2: COMMANDALL®		
LENGTH OF WARRANTY: 1 YEAR		
https://www.forceamerica.com		
COMPLIES AS EQUIVALENT		
OPTIONS & ACCESSORIES: 40% OFF ITE LIST		
PARTS: 40% OFF ITE LIST		
BRAND #3		
DISCOUNT FROM MANUFACTURERS LIST PRICE: 40 % OFF ITE LIST		
BRAND: ALLIED MOBILE SYSTEMS		
MODEL: ENVISION		
MODEL 2:		
LENGTH OF WARRANTY: 1 YEAR		

https://alliedmobilesystems.com/		
COMPLIES AS EQUIVALENT		
OPTIONS & ACCESSORIES: 40% OFF ITE LIST		
PARTS: 40% OFF ITE LIST		
NOTE: Safety Training for Operators is provided for all of our Central Hydraulic Systems after delivery.		

THIS MUST BE FILLED OUT AND SUBMITTED ELECTRONICALLY

The specifications listed are a typical configuration but may or may not be modified in accordance with the manufacturer's specifications. Vendors are to provide full specifications of system components at time of providing a quote to the ordering agency.

OPTIONS FOR STEEL HYDRAULIC DUMP BED

ALTERNATE LOAD SENSING PUMP: THE HYDRAULIC PUMP WILL BE CRANKSHAFT DRIVEN USING 1280/1310 DRIVELINE COMPONENTS. THE HYDRAULIC PUMP SHALL BE A MUNCIE PVJ075 OR EQUAL LOAD SENSING VARIABLE DISPLACEMENT WITH 4.58 CID. SWASHPLATE RESPONSE TIME SHALL BE 25 MS OR LESS AND RATED TO 5250 PSI INTERMITTENT DUTY. CASE DRAIN SHALL BE ROUTED DIRECTLY BACK TO TANK WITHOUT PASSING THROUGH THE FILTER. IF THIS OPTION IS CHOSEN NO CHANGES TO THE VALVE ARE REQUIRED.

COMPLY	Load Sense is Standard
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OPTIONAL HYDRA LIQUID CONTROL: PROVISION SHALL BE MADE TO ADD A MANIFOLD SECTION THAT INTERFACES BETWEEN THE STANDARD MP2 ADVANTAGE MANIFOLDS OR EQUAL TO PROVIDE AN AUXILIARY WORK PORT FOR DRIVING A HYDRAULIC MOTOR FOR LIQUID SPRAYING OPERATIONS (A 3/4" HOSE LOCATED ON THE DRIVERS SIDE). THE INTERFACE MANIFOLD SHALL EMPLOY A 0-20 GPM PRESSURE COMPENSATED PROPORTIONAL FLOW CONTROL CARTRIDGE. THE INTERFACE MANIFOLD SHALL HAVE INTERFACE CONNECTIONS FOR PRESSURE, TANK AND LOAD-SENSE. THE PROPORTIONAL FLOW CONTROL VALVE SHALL BE OPERABLE FROM THE LIQUID OUTPUT OF THE MP2 ADVANTAGE CONTROL PANEL THROUGH THE MASTER MODULE.

COMPLY	Liquid function is controlled by the spreader control through the manifold valve attached to main valve assembly.
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SPECIFICATIONS FOR GROUND CRANK TARP SYSTEM: DUMP BODY COVERING SYSTEM, WITH A GROUND LEVEL OPERATED CRANK ASSEMBLY. THE LENGTH TO BE ADEQUATE TO PROPERLY COVER THE DUMP.

COMPLY	Aero Easy Cover manual.
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THE CRANK ASSEMBLY TO BE GROUND LEVEL MOUNTED ON DRIVER SIDE OF DUMP BODY AT LOWEST POINT POSSIBLE. CRANK TO HAVE LOCKING DEVICE AND BRAKE SYSTEM. CHAIN GUARD REQUIRED.

COMPLY

THE ARMS TO BE POWERED BY SPRING ASSEMBLY MOUNTED ON EACH SIDE OF BODY. THE SPRING AND ARMS TO BE ATTACHED TO SIDE OF BODY BY EXTENSION SPRING. A BENT ARM CONSTRUCTED (5) PIECES, FROM 14 GA. 1.25" SQUARE TUBING. ARM SECTIONS SHALL TELESCOPE TO ALLOW FOR LENGTH AND WIDTH ADJUSTMENT AND MUST BE REPLACEABLE.

COMPLY

THE ROLL-UP BAR ASSEMBLY IS TO BE 1" DIAMETER STEEL TUBE. MOUNTING PLATES SHALL BE STEEL WITH PRE-LUBRICATE BEARINGS, CONSTRUCTED FROM A MINIMUM OF 3/16" STEEL PLATE.

COMPLY

THE TARP MATERIAL SHALL BE VINYL COATED NYLON OR POLYESTER MESH, SUITABLE FOR COVERING AGGREGATES. TARP TO BE 85" WIDE AND APPROPRIATE LENGTH FOR DUMP BODY. TARP TO HAVE GROMMETS FOR HOOKING WITH TIE DOWNS WHEN NECESSARY.

COMPLY

ALL HARDWARE IS TO BE FURNISHED FOR A STANDARD INSTALLATION.

COMPLY

AERO MODEL 40 OR EQUAL.

SPECIFICATIONS FOR ELECTRIC TARP SYSTEM: DUMP BODY COVERING SYSTEM, WITH AN ELECTRIC OPERATED ASSEMBLY. THE LENGTH TO BE ADEQUATE TO PROPERLY COVER THE DUMP.

COMPLY

THE ARMS ARE POWERED BY A (2) POWER PACK SPRING ASSEMBLIES MOUNTED ON THE SIDE OF THE DUMP BODY. THE SPRINGS MUST BE FULLY ENCASED, FOR SAFETY AND PROTECTION IN A POLISHED ALUMINUM TWO PIECE CASTING. FOR REPLACEMENT PURPOSES, THE SPRING/ARM ASSEMBLIES MUST BE UNIVERSAL TO ELIMINATE THE NEED FOR DRIVER SIDE AND PASSENGER SIDE COMPONENTS. THE SPRINGS MUST HAVE THE ABILITY TO BE PRE-LOADED WITH TENSION AND MUST NOT REQUIRE WELDING FOR INSTALLATION. THE TOTAL THICKNESS OF THE SPRING ARM ASSEMBLY WHEN INSTALLED IS NOT TO EXCEED 3" WHEN INSTALLED TO THE DUMP BODY.

COMPLY

THE ARM ASSEMBLY SHALL CONSIST OF FIVE (5) PIECES OF HIGH STRENGTH 6061 T6 ALUMINUM EXTRUSIONS WITH AT LEAST A MINIMUM WALL THICKNESS OF .188 FOR ENDS OF THE TUBE FOR STRENGTH PURPOSES. ALL ARM COMPONENTS MUST BE POLISHED. THE ARM SECTIONS SHALL TELESCOPE TO ALLOW FOR LENGTH AND WIDTH ADJUSTMENT, AND MUST BE EASILY REPLACEABLE. ARMS SHOULD BE ANGLED AT APPROXIMATELY 26 DEGREES TO ALLOW THE ARMS TO BE RECESSED IN THE OPEN POSITION.

COMPLY

THE ROLL-UP BAR ASSEMBLY IS TO BE 6061 T6 ALUMINUM EXTRUSIONS WITH ZINC PLATED STEEL MACHINED END SHAFTS. THE ROLL-UP BAR SHALL BE DESIGNED SO THE TARP CAN EASILY BE ATTACHED WITHOUT DRILLING ANY HOLES. THE ROLLER ASSEMBLY MOUNTING PLATES SHALL BE POLISHED ALUMINUM WITH HIGH-SPEED FLANGED, PRE-LUBRICATED BEARINGS.

COMPLY

THE 12-VOLT ELECTRIC MOTOR SHALL HAVE A RIGHT-ANGLE GEAR BOX. THE GEARS MUST BE HARDENED AND GROUND STEEL AND SHALL BE DESIGNED TO ENSURE THE TARP CANNOT BACK DRIVE. THE CAB INSTALLED ROTARY SWITCH IS TO BE SELF CENTERING CONSTRUCTED OF METAL AND MUST BE DESIGNED TO ELIMINATE THE USE OF SOLENOIDS. ALL NECESSARY WIRE FASTENERS AND ELECTRIC HARDWARE TO BE FURNISHED. TARP SWITCH TO BE WIRED AND FUSED IN FUSE BOX AND MARKED.

COMPLY

THE TARP MATERIAL SHALL BE VINYL COATED NYLON OR POLYESTER MESH, SUITABLE FOR COVERING AGGREGATES. THE TARP IS TO FINISH 85” IN WIDTH AND APPROPRIATE LENGTH FOR DUMP BODY. TARP TO HAVE GROMMETS FOR HOOKING WITH TIE DOWNS WHEN NECESSARY.

ALL HARDWARE IS TO BE FURNISHED FOR A STANDARD INSTALLATION.

AERO 575 OR EQUAL.

PINTLE HOOK AND PLATE: FURNISH AND INSTALL PREMIER MODEL 2200 OR EQUAL PINTLE HOOK. HORIZONTAL PULL CAPACITY 100,000 LBS. TONGUE WEIGHT CAPACITY 20,000 LBS. LATCH CAPACITY: 60,000 LBS. MAXIMUM EYE X-SECTION 1-13/16". MINIMUM EYE OPENING: 2". PLATE: 1" STEEL PLATE W/SIDE REINFORCEMENTS WELDED TO REAR FRAME. AIR SERVICE AND EMERGENCY LINES MOUNTED IN PLATE. (TRUCK MUST BE SUPPLIED WITH TRACTOR PACKAGE FOR GLADHANDS TO APPLY) 7 WAY LIGHT BASE. SAFETY HOLDERS FOR CHAINS.

CHIPPER BAR: FURNISH & INSTALL CHIPPER BAR AT REAR FRAME OF DUMP.

ASPHALT 8” EXTENSION PANS: FURNISH AND INSTALL EXTENSION PAN.

DO NOT PRINT THIS. THIS MUST BE FILLED OUT ELECTRONICALLY AND SUBMITTED ON A CD, DVD OR FLASH DRIVE.

AIR TAILGATE: AIR OPERATED TAILGATE IN LIEU OF MANUAL TAILGATE.

POWER TAKE OFF FOR COUNTY PKG: DIRECT MOUNT WITH PUMP FLANGE TYPE, ONE (1) SPEED, TWO (2) GEAR, HEAVY DUTY. FOR AUTOMATIC TRANSMISSION

TELESCOPIC, FRONT MOUNT HOIST G5384T FOR 5 TO 6 CU YD BODIES: TO BE FURNISHED IN LIEU OF STANDARD HOIST.

FURNISH AND INSTALL 8 WHELEN LINEAR STROBES: (SELF STROBING) COLOR (AMBER, WHITE OR ODOT LIGHT PACKAGE) ALL THE SAME OR MIXED. (**NOTE IF USING ODOT PACKAGE CUSTOMER NEEDS TO CHECK WITH ODOT FOR APPROVAL**) TO BE WIRED AND FUSED TO FUSE BOX THROUGH JUNCTION BOX AND MARKED.

FURNISH AND INSTALL 12 MAXIMA (MODEL M20370) SELF FLASHING LED STROBES: COLOR (AMBER, WHITE OR ODOT LIGHT PACKAGE) ALL THE SAME OR MIXED. (**NOTE IF USING ODOT PACKAGE CUSTOMER NEEDS TO CHECK WITH ODOT FOR APPROVAL**) TO BE WIRED AND FUSED TO FUSE BOX THROUGH JUNCTION BOX AND MARKED.

ON-SPOT OR EQUAL AUTOMATIC TIRE CHAINS: AIR OPERATED TIRE CHAINS

ANY ADDITIONAL OPTIONS (BODY OR HYDRAULICS)

Vendor comments: *See Below*

DISCOUNT FROM MANUFACTURERS LIST PRICE: 40% OFF ITE LIST PRICE
BRAND: Whatever is deemed necessary.
MODEL:
LENGTH OF WARRANTY: 1 Year

COMPLY		
COMPLY		
COMPLY		
COMPLY	Provided as Specified	
COMPLY	Bolt on as specified	
COMPLY	Fixed or Bolt on	
COMPLY	Air is standard	
COMPLY	Brand: Chelsea	Model #: 280 Series
COMPLY	Telescopic Hoist is Standard	
COMPLY	Whelen Hundred Series	
COMPLY	Maxxima Strobes as Specified	
COMPLY	On spot automatic tire chains.	

The following items are being requested for this contract. Please submit either a discount off percentage of the manufacturer's list price of the product you are offering.

You can use this spreadsheet or you can submit your own documentation with the pricing or discount off percentage and specifications for your products.	Platform Truck Beds					
	https://www.vikingcives.com/	https://khtruckweld.com/	https://www.cadettruckbodies.com/	https://www.tafoequip.com/	https://hughes-equipment.com/	https://bedrocktruckbeds.com/
	Viking Cives	K&H Truckweld	Cadet Truck Bodies	Tafo Equip. Company	Hughes Equipment	Bedrock Truck Beds
Platform Truck Bed—pricing, discount off percentage, any options/accessories. Provide discount off list price for any manufacturer that your are offering.	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST
	1 Year Warranty	1 Year Warranty	1 Year Warranty	1 Year Warranty	1 Year Warranty	1 Year Warranty
Truck mounted bucket lift, lift hook (for comparison "Swaploader"—pricing, discount off percentage, any options/accessories Provide discount off list price for any manufacturer that your are offering.	Cranes/Hooklifts/Bucket Lifts					
	https://liftmoore.com/wp/	https://www.venturo.com/	https://www.servicetrucks.com/tiger-cranes/	https://www.swaploader.com/	https://us.axionlift.com/	
	LIFTMOORE	VENTURO	STI - TIGER CRANES	SWAPLOADER	AXION LIFT	
	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	
	1 Year Warranty	1 Year Warranty	1 Year Warranty	1 Year Warranty	1 Year Warranty	
Crane see below and please provide specifications.	4000X	ET16KX	4016E			
Maximum lifting moment	16,000 Ft-Lb	16,000 Ft-Lb	18,500 Ft-Lbs			
Maximum lifting capacity	4,000 Lb	4,000 Lb	4,000 Lb			
Maximum hydraulic outreach	12'	12'	16.5'			
Lifting height from base of crane	14'	14'	15'			
Slewing angle						
Slewing torque						
Maximum operating pressure	1800 psi	1800 psi	1800 psi			
Crane Weight	700 Lbs	750 Lbs	750 Lbs			
Price (not installed)	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	
Installation cost: Varies by body/truck	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	40% OFF ITE LIST	
Knuckle Boom, Crane, Grapple Crane, Service Crane						
Van Bodies						
Provide discount off list price for any manufacturer that your are offering.						
Lift Gates Provide discount off list price for any manufacturer that your are offering.	https://www.maxonlift.com/					
	Maxon					
	40% OFF ITE LIST					
	1 Year Warranty					

EV00000231-Exhibit #2

THIS MUST BE FILLED OUT AND SUBMITTED ELECTRONICALLY

The specifications listed are a typical configuration but may or may not be modified in accordance with the manufacturer's specifications. Vendors are to provide full specifications of system components at time of providing a quote to the ordering agency.

GENERAL REQUIREMENTS FOR ALL ODOT BODIES

NEW, THE LATEST CURRENT PRODUCTION MODEL. COMPLETE WITH MANUFACTURER'S CERTIFICATE OF WARRANTY AND BE BID LESS ALL APPLICABLE STATE AND FEDERAL TAXES. (WARRANTY SHALL BE THE STANDARD FOR THE INDUSTRY AS OFFERED TO THE GENERAL PUBLIC.) THIS BODY SHALL BE EQUIPPED TO MEET ALL FEDERAL AND STATE OF OKLAHOMA SAFETY STANDARDS AND REQUIREMENTS. ILLUSTRATED REPAIR MANUAL, OPERATOR INSTRUCTION MANUAL, PARTS MANUAL, AND SERVICE MANUALS ALONG WITH SERVICE POLICY TO BE INCLUDED WITH EQUIPMENT. ALSO A LIST OF LOCATIONS STOCKING AN ADEQUATE SUPPLY OF PARTS FOR THESE UNITS. NO DEALER ADVERTISEMENT SHALL BE AFFIXED TO BED.

THIS BODY MUST BE DESIGNED AND FABRICATED SO THAT COMPARTMENTS WILL BE KEPT DRY AND CLEAN. ALL COMPARTMENTS MUST HAVE BUILT-IN WATER RUN-OFF TROUGHS, DRIP GUARDS AND DRIP RAILS. THIS BODY MUST BE NEW, THE MANUFACTURER'S LATEST CURRENT MODEL, MADE IN THE USA AND MUST MEET ALL FEDERAL SAFETY REQUIREMENTS.

PAINT: THE BODY SHALL HAVE AN EPOXY ELECTROCOAT PRIME AND THEN PAINTED OR POWDER COATED A STANDARD PRODUCTION COLOR AS ORDERED, OR ANY STATE AGENCY COLOR AT NO EXTRA COST.

INSTALLATION, WARRANTY SERVICE AND NON-WARRANTY SERVICE MUST BE PROVIDED WITHIN THE STATE OF OKLAHOMA.

ODOT requested STAHL 96, 108 OR OMAHA STANDARD 96H, 96D, 108D54H OR EQUAL in the previous contract

The Department of Transportation provided specifications for 4 service bodies in the past. As stated, these specifications are provided for comparison purposes and also for you to be aware of re-enforcement modifications ODOT has requested in the past in order for you to provide similar builds.

BODY FOR TRUCK WITH CAB TO AXLE OF:

WEIGHT OF THIS BODY:

ALL STEEL & WELDED BODY MATERIALS:

FRONT, REAR & FENDER MATERIALS:

COMPARTMENT DOOR

ALL LOCKS

LARGE VERTICAL COMPARTMENTS

LARGE HORIZONTALCOMPARTMENTS :

SQUARE COMPARTMENTS

REAR COMPARTMENT

TREAD PLATE

TAILGATE

REAR BUMPER

LIGHTS (FEDERAL STANDARDS)

OPTIONS: FOR ALL

TOP OPENING COMPARTMENTS 2 DOORS, LENGTH OF BODY, 20" DEEP, 4-1/4" HEIGHT W/DIVIDERS.

TELESCOPING STEEL ROOF, TWO SECTIONS WITH END GATE ENCLOSURE AND SAFETY STOPS TO PROTECT CAB.

PASS THRU COMPARTMENT WITH VENTS FOR CNG TANK.

OPTIONS: DUAL REAR WHEEL

REINFORCING PLATE FOR 4,000 LB. CRANE

PRICING: (You can also submit actual pricing or your pricing on a separate page if necessary, for all models and options being offered.

STAHL Service Bodies

Base Price Service Body, Standard discount percentage ___40___%

Discount percentage off options not included or not listed: ___40___%

Installation of just standard service body-complete \$ ___40% OFF ITE LIST _____

Un-installation of service body \$ ___40% OFF ITE LIST _____

Labor rate per hour for added options \$ ___125_____

Trade-ins Available? Yes ___ No ___X___

Multiple Unit discount ___5___%

(In addition to the equipment discount) based on ___x___ Units purchased _____Dollar amount

If Units, how many? ___3+___ If dollar amount, how much? _____

OEM Repair Parts: ___40___% After Market Parts: ___40___%

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

Low silhouette utility body for 8500 GVW Truck Chassis with single rear wheels
Body for truck with cab to axle of 54 to 57 inches
Body weight 928 pounds w/o roof w.bumper
14 ga. A-40 Galvanized zinc coated steel complete automotive type undercoating
12 ga
Double panel type with rubber sealers
Flush, keyed alike and w/double strikers
26 inches wide and 39 inches wide (one on each side) 15 inches deep complete with 2 adjustable shelves in each compartment
70 inches long compartments. 19 inches high (one on each side) 15 inches deep. Completed with one tray and adjustable dividers in each compartment
20 inches (one on each side) 15 inches deep, 20 inches wide
3/16 inch steel floor, 48 1/2 inches wide and 96 inches long
10 inches high with support chains or bars
Recessed trailer hitch and 10 inch step plate and 6 inch riser.
LED side marker lights andmetal base reflectors, two (2) back up lights, LED stop and turn indicators, recessed mounted.

STAHL Low silhouette utility body for 8500 GVW Truck Chassis with single rear wheels
Comply
Comply
Comply
14ga
Comply
Rotary Latch Standard
Comply
Comply
12ga in lieu of 3/16"
Comply
Comply
Comply

Low silhouette utility body for 8500 GVW Truck Chassis with dual rear wheels
Body for truck with cab to axle of 54 to 57 inches
Body weight 928 pounds w/o roof w.bumper
14 ga. A-40 Galvanized zinc coated steel complete automotive type undercoating
14 ga
Double panel type with rubber sealers
Flush, keyed alike and w/double strikers
26 inches wide and 39 inches wide (one on each side) 20 inches deep complete with 2 adjustable shelves in each compartment
70 inches long compartments. 19 inches high (one on each side) 20 inches deep. Completed with one tray and adjustable dividers in each compartment
20 inches (one on each side) 20 inches deep, 20 inches wide
54 inches wide and 96 inches long
10 inches high with support chains or bars
Recessed trailer hitch and 10 inch step plate and 6 inch riser.
LED side marker lights andmetal base reflectors, two (2) back up lights, LED stop and turn indicators, recessed mounted.

STAHL Low silhouette utility body for 8500 GVW Truck Chassis with dual rear wheels
Comply
Comply
Comply
14ga
Comply
Rotary Latch Standard
Comply
Comply
12ga in lieu of 3/16"
Comply
Comply
Comply

Low silhouette utility body for 10,000 GVW Truck chassis with dual rear wheels
Body for truck with cab to axle of 60 inches
Vendor supply weight, 20 inches deep, 108 inches long.
14 ga. A-40 Galvanized zinc coated steel complete automotive type undercoating
12 ga
Double panel type with rubber sealers
Flush, keyed alike and w/double strikers
32 inches wide and 37 inches wide (one on each side) 20 inches deep complete with 2 adjustable shelves in each compartment
76 inches long compartments. 17 inches high (one on each side) 20 inches deep. Completed with one tray and adjustable dividers in each compartment
20 inches (one on each side) 20 inches deep, 20 inches wide
3/16 inch steel floor, 54 1/2 inches wide and 108 inches long
6 inches high with support chains or bars
Recessed trailer hitch and 10 inch step plate and 6 inch riser.
LED side marker lights andmetal base reflectors, two (2) back up lights, LED stop and turn indicators, recessed mounted.

STAHL Low silhouette utility body for 10,000 GVW Truck chassis with dual rear wheels
Comply
Comply
Comply
14ga
Comply
Rotary Latch Standard
Comply
Comply
12ga in lieu of 3/16"
Comply
Comply
Comply

Low silhouette utility body for 15,000 Truck Chassis with dual rear wheels
Body for truck with cab to axle of 84 inches
Vendor supply weight
14 ga. A-40 Galvanized zinc coated steel complete automotive type undercoating
12 ga
Double panel type with rubber sealers
Flush, keyed alike and w/double strikers
28 inches wide and 38 inches wide (one on each side) 20 inches deep complete with 2 adjustable shelves in each compartment
72 inches long, compartments 19 inches high, (one on each side) 20 inches deep.
20 inches wide, (one on each side) 38 inches tall, 20 inches deep
20 inches wide, (one on each side) 15 inches tall, 20 inches deep
3/16 inch steel floor, 54 1/2 inches wide and 132 inches long
10 inches to 12 inches high with support chains or bars.
Recessed trailer hitch and 10 inch step plate and 5 inch riser.
LED side marker lights andmetal base reflectors, two (2) back up lights, LED stop and turn indicators, recessed mounted.

STAHL Low silhouette utility body for 15,000 Truck Chassis with dual rear wheels
Comply
Comply
Comply
14ga
Comply
Rotary Latch Standard
Comply
Comply
12ga in lieu of 3/16"
Comply
Comply
Comply












EXECUTABLEContract SW0106IT

Final Audit Report

2023-09-29

Created:	2023-09-27
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