

SECTION C - SPECIFICATIONS

C.1 TECHNICAL DEFINITIONS:

"AASHTO" means American Association of State Highway and Transportation Officials
"AISI" means American Iron and Steel Institute.
"AMP" means ampere (a measurement of current).
"ANSI" means American National Standard Institute
"API" means American Petroleum Institute.
"AWG" means American Wire Guide.
"CFR" means U.S. Code of Federal Regulations
"dB" means decibel
"DOT" means Department of Transportation
"°F" means degrees Fahrenheit (measure of temperature).
"FMVSS" means Federal Motor Vehicle Safety Standards.
"FOPS" means Falling Object Protective Structure.
"Heavy Duty" means the component exceeds the usual quantity, quality, or capacity of that supplied with a standard production Unit.
"HP" means horse power.
"ID" means identification
"ISO" means International Organization for Standardization
"LB" means pound.
"LB/CU. FT" means pound per cubic foot
"LED" means light emitting diode
"MHz" means megahertz (radio frequency unit).
"MPC" means Manufacturing Process Conference.
"MPH" means miles per hour.
"MSHA" means Mine Safety and Health Administration
"OSHA" means Occupational Safety & Health Administration
"PREVENTIVE MAINTENANCE" means maintenance recommended or required by the manufacturer in order to ensure proper performance of the Unit and to satisfy the terms and conditions of warranty coverage.
"PTO" means power take off.
"ROPS" means Rollover Protective Structure.
"RPM" means revolutions per minute.
"SAE" means Society of Automotive Engineers
"SINAD" means Signal plus noise plus distortion to noise plus distortion ratio.
"UV" means Ultra Violet

C.2 GENERAL PROVISIONS:

C.2.1 SILENCE OF SPECIFICATIONS: The apparent silence of the Specifications as to any detail, or the apparent omission of a detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of highest quality are to be used.

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

C.2.2 ADHERENCE TO THE SPECIFICATIONS: Deviations from any of the Specifications may result in Bid rejection. In the event ODOT determines that a deviation results in quality or characteristics that are equivalent or superior to that required in the Specification, ODOT may consider the deviation to be responsive. However, it is within ODOT's sole discretion to reject the Bid as non-responsive regardless of equivalence or superiority, and Bidder assumes the risk that its deviation renders the Bid non-responsive. Deviations unacceptable to ODOT that are discovered after delivery must be corrected at no cost to ODOT.

C.2.3 DRAWINGS:

C.2.3.1 INCLUDED IN THE ITB: The purpose of drawings, if included in the ITB, is to clarify the intent of the Specifications. Bidder is cautioned that drawings may NOT be relied upon, and may NOT reflect complete or accurate information contained in the Specifications, including all material requirements. Bidder is also cautioned that if there is a conflict between the drawings and the Specifications, the Specifications take precedence over the drawings. Bidder shall notify ODOT when deviations exist, prior to bid closing.

C.2.3.2 REQUIRED OF BIDDER: Should the Bidder be required to provide drawings, Bidder shall submit them with its Bid with title block, or as otherwise indicated in the solicitation document.

C.2.3.3 PRODUCTION DRAWINGS: If applicable, Contractor must submit production drawings prior to fabrication of unit.

C.2.4 STANDARD COMPONENTS: Unless stipulated elsewhere in the ITB, Goods must include all components and accessories listed by the manufacturer as standard.

C.2.5 COMPONENT SELECTION: The components selected must be rated for the maximum loading they would be subjected to in severe service environments. The torque rating of a driven component must exceed the input torque. The component parts and structure of the Unit must be sized and designed to safely withstand the maximum load imposed, without inducing failure or deterioration. All Units must be constructed from current production components as listed in current manufacturer parts catalogs.

C.2.6 NECESSARY COMPONENTS: The Bidder awarded a Contract shall provide all components, hardware, and parts necessary for proper assembly, installation, and operation of the Unit, even though certain items may not be specifically described in the ITB Specifications. This includes all cables, fittings, couplers, brackets, adapters, etc. Bidder shall include the cost of such components, hardware and parts in the Bid price.

C.2.7 REFERENCED STANDARDS: Certain ISO, SAE, and other consensus standards are referenced in these Specifications. Unless otherwise specified elsewhere in the ITB or required by law, the current version of each standard at time of delivery applies to the Unit and components thereof.

C.3 DEFAULT TECHNICAL SPECIFICATIONS: RESERVED

C.4 DETAILED SPECIFICATIONS:

INSTRUCTIONS TO BIDDERS: A response to each specification statement is required where a line is provided. If requested optional equipment is available, supply additional information as requested. **FAILURE TO CONFORM TO THE SPECIFICATION MAY RESULT IN BID REJECTION.**

C.4.1 Wheel Loader and Tool Carriers requirements:

- Five sizes of wheel loaders and/or tool carriers, all powered by diesel fueled, tier III or IV emissions engine capable of operation on biodiesel blends of up to B5.
- Wheel Loaders and Tool Carriers must be equipped with fully enclosed factory ROPS certified cab with heater/defroster and windshield wipers.
- Wheel Loaders and Tool Carriers may have "power shift" or "hydrostatic" type transmissions.
- Wheel Loaders and Tool Carriers must have power steering.
- Wheel Loaders and Tool Carriers must be no older than 7 year models from current.
- Wheel Loaders and Tool Carriers must be equipped with all necessary options and equipment needed to efficiently and safely operate with a correctly sized bucket attachment.
- Wheel Loaders and Tool Carriers must be equipped with all necessary options and equipment needed to efficiently and safely operate in severe winter weather, (engine coolant block heater, glow plugs or other cold weather starting aids). Note: 120 volt power may not be available at all locations of use.
- ODOT will be responsible for all required daily operational/service checks and maintenance. Any damage costs as a result of accidents, abuse and neglect during rental period will be the Agencies responsibility.
- Contractor will be responsible for all scheduled and unscheduled services, maintenance and repairs. This includes travel time and any other incurred costs. If a unit will be unavailable for use due to down time repairs for more than 48 hours contractor must supply a similar replacement at that location.
- **NOTE:** Bucket capacity may be +/- up to .25 of cubic yard.

C.4.2 Wheel Loader and Tool Carriers Size Configurations: (Height dimensions in feet/inches)

ITEM 1. 10,000 lbs. Minimum full turn tipping weight with minimum 1.5 cubic yard bucket.

Primary Model Provided

Make: Volvo
Model: L45
Year: 2010-2013
Overall Height: 117"
(Top of Cab or Warning Beacon Light)
Overall Width: 86"
Maximum Bucket Dump Height: 110"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: Volvo
Model: L50
Year: 2010-2013
Overall Height: 117"
(Top of Cab or Warning Beacon Light)
Overall Width: 86"
Maximum Bucket Dump Height: 113"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: _____
Model: _____
Year: _____
Overall Height: _____
(Top of Cab or Warning Beacon Light)
Overall Width: _____
Maximum Bucket Dump Height: _____
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

ITEM 2. 13,000 lbs. Minimum full turn tipping weight with minimum 1.75 cubic yard bucket.

Primary Model Provided

Make: Volvo
Model: L50
Year: 2010-2013
Overall Height: 117"
(Top of Cab or Warning Beacon Light)
Overall Width: 86"
Maximum Bucket Dump Height: 113"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: Volvo
Model: L60
Year: 2010-2013
Overall Height: 128"
(Top of Cab or Warning Beacon Light)
Overall Width: 95.7"
Maximum Bucket Dump Height: 110"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: _____
Model: _____
Year: _____
Overall Height: _____
(Top of Cab or Warning Beacon Light)
Overall Width: _____
Maximum Bucket Dump Height: _____
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

ITEM 3. 16,000 lbs. Minimum full turn tipping weight with minimum 2.0 cubic yard bucket.

Primary Model Provided

Make: Volvo
Model: L70
Year: 2010-2013
Overall Height: 129.1"
(Top of Cab or Warning Beacon Light)
Overall Width: 96.7"
Maximum Bucket Dump Height: 108.7"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: _____
Model: _____
Year: _____
Overall Height: _____
(Top of Cab or Warning Beacon Light)
Overall Width: _____
Maximum Bucket Dump Height: _____
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: _____
Model: _____
Year: _____
Overall Height: _____
(Top of Cab or Warning Beacon Light)
Overall Width: _____
Maximum Bucket Dump Height: _____
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

ITEM 4. 18,500 lbs. Minimum full turn tipping weight with minimum 2.75 cubic yard bucket.

Primary Model Provided

Make: Volvo
Model: L90
Year: 2010-2013
Overall Height: 129.1"
(Top of Cab or Warning Beacon Light)
Overall Width: 98"
Maximum Bucket Dump Height: 111"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: _____
Model: _____
Year: _____
Overall Height: _____
(Top of Cab or Warning Beacon Light)
Overall Width: _____
Maximum Bucket Dump Height: _____
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: _____
Model: _____
Year: _____
Overall Height: _____
(Top of Cab or Warning Beacon Light)
Overall Width: _____
Maximum Bucket Dump Height: _____
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

ITEM 5. 25,000 lbs. Minimum full turn tipping weight with minimum 3.5 cubic yard bucket.

Primary Model Provided

Make: Volvo
Model: L110
Year: 2010-2013
Overall Height: 133"
(Top of Cab or Warning Beacon Light)
Overall Width: 105"
Maximum Bucket Dump Height: 107.9"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: Volvo
Model: L120
Year: 2010-2013
Overall Height: 133"
(Top of Cab or Warning Beacon Light)
Overall Width: 105"
Maximum Bucket Dump Height: 111.4"
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

Other Models in this Class

Make: _____
Model: _____
Year: _____
Overall Height: _____
(Top of Cab or Warning Beacon Light)
Overall Width: _____
Maximum Bucket Dump Height: _____
(Loader arms fully raised, bucket curl fully down,
dimension from bucket lip edge to ground)

C.5. DELIVERY:

All ODOT units will be delivered to:

ODOT Fleet Operations
455 Airport Rd. SE, Bldg. L
Salem, OR, 97301

The cost for unit delivery will be entered into Section D, Bid Pricing Section.

Delivery Under Permissive Cooperative Procurements: (ORS 279A.200 through .225 and ORS 137-046-0400 through -0480), delivery may be made to other agency locations as mutually agreed upon between the Contractor and said agency.

C.5.1 DELIVERY TIMELINE REQUIRED BY ODOT: Bid Items shall be delivered within 30 calendar days from date of order. Early delivery is acceptable and encouraged.

C.5.2 DELIVERY TIMELINE PROPOSED BY BIDDER: 30 calendar days from date of order.

C.5.2.1 Failure to insert a delivery date proposal indicates a Contractor commitment to deliver within the time specified in **SECTION C.5.1**. Submittal of proposed delivery timelines later than those required may result in Bid rejection. Submittal of delivery timelines providing for earlier delivery than required by ODOT binds the Bidder, should it be awarded the Contract.

IS CONTRACTOR THE PRIMARY EQUIPMENT MANUFACTURER? (circle one): YES ☐ **NO** ☒

See Section B.21.3 for additional submission requirements for Contractors that are not Primary equipment Manufacturers.

Contractor agrees that time is of the essence for Contractor's performance obligations under the Contract. The Contractor shall notify ODOT immediately, in writing, if at any time Contractor finds that delivery cannot be completed as required. Upon receipt of such notice from the Contractor or upon Contractor's failure to deliver Goods within the timeline as specified, ODOT reserves the right to cancel the order and make the purchase from another source, without further obligation to the Contractor.

C.5.3 RESERVED

C.5.4 DELIVERY COMPONENTS: The following items (collectively referred to as "Delivery Components") must be included in the Bid price, and must be delivered with the Unit.

C.5.4.1 RESERVED

C.5.4.2 RESERVED

C.5.4.3 RESERVED

C.5.4.4 Three (3) sets of keys for all locks.

C.5.4.5 RESERVED

C.5.4.6 RESERVED

C.5.4.7 RESERVED

C.5.4.8 RESERVED

C.5.4.9 Contractor shall provide 1 copy of current **operator's manual** and all other operator information and instructions available from the manufacturer with each unit ordered.

C.5.4.10 RESERVED

C.5.4.11 RESERVED

C.5.4.12 RESERVED

C.5.4.13 RESERVED

C.5.4.14 RESERVED

C.5.4.15 RESERVED

C.5.4.16 RESERVED

C.5.5 RESERVED

C.6 RENTAL REPAIRS

Contractor will be responsible for all scheduled and unscheduled services, maintenance and repairs. This includes travel time and any other incurred costs. If a unit will be unavailable for use due to down time repairs for more than 48 hours contractor must supply a similar replacement at that location.

C.6.1 ODOT will be responsible for all required daily operational/service checks and maintenance. At ODOT's discretion, consumables such as lamps, lights, and batteries may be repaired and replaced by ODOT. Any damage costs as a result of accidents, misuse, abuse, vandalism or operator or maintenance neglect during rental period will be the Agencies responsibility.

C.6.2 EMERGENCY REPAIRS: In an emergency, if the Contractor is unable to furnish a service representative and parts to the on-site location of a Unit within the time frame required by ODOT under the circumstances, ODOT may elect to have emergency rental repairs completed by other means and hold the failed parts for the Contractor's inspection, together with sufficient documentation to verify the repairs. The Contractor shall reimburse ODOT for all repair costs incurred by ODOT in completing such emergency repairs. In the alternative, ODOT may rent substitute equipment from another source until rental repairs can be completed, and obtain from Contractor reimbursement for all costs incurred. As used in this section, "costs" include substitute equipment, parts, labor, testing, transportation and shipping costs, insurance, travel, meals, accommodations, and all other expenses related to rental of substitute equipment.

C.7 RENTAL RETURNS:

The return "pick up" of units could be from alternative locations other than Salem. "Pick up" of units may be from ODOT Region jobsites and facilities. Costs for the "pick up" of a return unit from each region must be entered into Section D, Bid Pricing Section. Please see Attachment A: ODOT Region Map.

Rental Returns Under Permissive Cooperative Procurements: (ORS 279A.200 through .225 and ORS 137-046-0400 through -0480) Other return locations may be required by other agencies as mutually agreed upon between the Contractor and said agency.

SECTION D - BID PRICING SECTION

D.1 INSTRUCTIONS: Bidders must submit all pricing information as instructed or the Bid may be rejected. DOT makes no representation or guarantee whatsoever as to the amount or type of purchases to be made under this Price Agreement. All estimated quantities listed in this ITB, including those listed in this **SECTION D PRICING PROPOSAL** are estimates of the quantities that may be ordered by ODOT during the initial term of the **Price Agreement**.

D.2 MANDATORY BID ITEMS: Items 1 through 8 must be bid. If a proposer cannot provide the requested equipment, the space must be filled out with "**N/A**". Bidders are required to **circle** the applicable ODOT Regions their pricing will encompass under the column "Regions Served." Bidders may be required to "pick up" the returned units at the end of the rental period from alternative locations other than Salem. Please see Section C.7 – Rental Returns, and Attachment A – ODOT Region Map.

WHEEL LOADER & TOOL CARRIER SIZE CONFIGURATION MONTHLY PRICING

| ITEM | DESCRIPTION (Section C.4.2) | MONTHLY COST | COST/HR OVER 200Hrs | Regions Served (circle regions) |
|------|---|--------------|---------------------|---------------------------------|
| 1. | 10,000 lbs. Minimum full turn tipping weight with minimum 1.5 cubic yard bucket | \$2,240 | \$ 22.00 | ① ② ③ ④ ⑤ |
| 2. | 13,000 lbs. Minimum full turn tipping weight with minimum 1.75 cubic yard bucket | \$2,734 | \$ 27.00 | ① ② ③ ④ ⑤ |
| 3. | 16,000 lbs. Minimum full turn tipping weight with minimum 2.0 cubic yard bucket. | \$3,104 | \$ 31.00 | ① ② ③ ④ ⑤ |
| 4. | 18,500 lbs. Minimum full turn tipping weight with minimum 2.75 cubic yard bucket. | \$3,518 | \$ 35.00 | ① ② ③ ④ ⑤ |
| 5. | 25,000 lbs. Minimum full turn tipping weight with minimum 3.5 cubic yard bucket. | \$4,267 | \$ 42.00 | ① ② ③ ④ ⑤ |

| ITEM | DESCRIPTION | EST. QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|------|---|-----------|------|------------|-------------|
| 7. | Delivery to ODOT Fleet Operations (Section C.5) | 20 | EA | \$ 500 | \$10,000 |
| 8. | Rental Returns (Section C.7): | | | | |
| | Region 1 | | EA | \$ 500 | |
| | Region 2 | | EA | \$ 850 | |
| | Region 3 | | EA | \$ 1,000 | |
| | Region 4 | | EA | \$ 1,200 | |
| | Region 5 | | EA | \$ 1,500 | |

SECTION G - INSURANCE REQUIREMENTS

Bidder shall indicate below the method that will be used to deliver goods:

 X **COMMERCIAL/COMMON CARRIER** **OTHER**

If Bidder is using anything other than commercial/common carriers to deliver Goods, an insurance certificate for Automobile Liability as listed below must be provided prior to the issuance of a Notice to Proceed.

The following are the minimum insurance requirements for this Price Agreement:

G.1 ☒ Required by Agency of Contractors with one or more workers, as defined by ORS 656.027.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). **Contractor shall include these requirements in each of its subcontractor contracts.**

G.2 ☒ Required by Agency ☐ Not required by Agency. (May substitute Garage Liability)

Commercial General Liability insurance with a per occurrence limit, or the equivalent, of not less than

☐ \$200,000, ☐ \$500,000, ☒ \$1,000,000, or ☐ \$2,000,000 covering "bodily injury" and "property damage."

Any annual aggregate limits shall not be less than ☐ \$100,000, ☐ \$500,000, ☒ \$1,000,000, or ☐ \$2,000,000. This insurance shall include personal and advertising injury liability coverage, as well as coverage for products and completed operations. This coverage may be written in combination with the Automobile Liability insurance required under this Price Agreement (with separate limits).

G.3 ☒ Required by Agency ☐ Not required by Agency.

Automobile Liability insurance covering Contractor's business-related automobile use, with a combined single limit, or the equivalent, of not less than ☐ Oregon Financial Responsibility Law (ORS 806.060), ☐ \$200,000, ☐ \$500,000, or ☒ \$1,000,000, each accident for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles. This coverage may be purchased by Contractor from a rental company, as appropriate, or written in combination with the Commercial General Liability insurance required under this Price Agreement (with separate limits).

G.4 Notice of cancellation or change. There shall be no cancellation, material change (one that would adversely impact the protection of Agency provided through the insurance coverages required in this Price Agreement), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Contractor or its insurer(s) to the Department of Transportation (Agency).

G.5 Certificates of Insurance. As evidence of the insurance coverages required by this Price Agreement, Contractor shall furnish acceptable insurance certificates to Department of Transportation (Agency) prior to Price Agreement execution. Throughout the life of this Price Agreement, Contractor shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If Agency has on file current certificates of insurance that meet all requirements of this Price Agreement, and Agency provides such notification to Contractor, then submittal of certificates pursuant to this Price Agreement will not be required.

- i) **Blanket Coverage.** Unless otherwise approved by Agency, the certificate submitted for this Contract must not reference a specific Price Agreement name or number with regard to any of the required liability coverages or Additional Insured Endorsement (contact the Agency's Procurement Specialist if this is not available from the insurance provider).

- ii) **Additional Insureds.** The certificate must specify "The State of Oregon, the Oregon Transportation Commission and its members, and the Department of Transportation, its officers, agents and employees" as Additional Insureds for Automobile and General Liability. The certificate must be submitted with the blanket Additional Insureds Endorsement page(s).
- iii) **State Acceptance.** All insurance providers are subject to State acceptance. If requested by Agency, Contractor shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency; or, b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by Agency's representatives at a location in the State of Oregon that is reasonably convenient for Agency's representatives responsible for verification of the insurance coverages required under this Price Agreement. In the event Contractor elects to have Agency representatives inspect the insurance policies, endorsements, self-insurance documents and related insurance documents, Agency representative shall be entitled to make written notes regarding the documents inspected, for the purpose of verifying the coverages required under this Price Agreement.
- iv) **Financial Responsibility.** Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance.

G.6 ☒ **Required by Agency** ☐ **Not required by Agency.**

Tail Coverage. If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage shall be required at the completion of the Price Agreement for a duration of: ☒ 24 months, or ☐ 12 months. If "tail" coverage is required by Agency, Contractor will be responsible for furnishing certification of "tail" coverage as described, or continuous "claims made" liability coverage, for the time period required in this Contract following Price Agreement expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Evidence of suitable coverage will be a condition of final payment under the Price Agreement.

G.7 ☒ **Required by Agency** ☐ **Not required by Agency.**

Garagekeepers' Legal Liability Coverage: Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract and any applicable warranty periods, Garagekeepers' Legal Liability Coverage for "Autos left for service, repair, storage or safekeeping." **The deductible for this coverage will be determined prior to Price Agreement award** Coverage limits per occurrence must not be less than \$1,000,000.

SECTION H - BIDDER QUALIFICATIONS & RESPONSIBILITY INQUIRY

ODOT reserves the right, pursuant to OAR 137-047-0640(1)(c)(F), to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Bidder's responsibility to perform the Contract. Submission of a signed offer constitutes approval for ODOT to obtain any information ODOT deems necessary to conduct the evaluation. ODOT will notify the apparent successful Bidder, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information will result in offer rejection.

ODOT may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate Responsibility, as required under OAR 137-047-0640(1)(c)(F), will render the Bidder non-responsible and will constitute grounds for offer rejection, as required under OAR 137-047-0640.

H.1 NUMBER OF YEARS IN BUSINESS OF SELLING AND RENTING EQUIPMENT OF THE KIND MADE THE SUBJECT OF THIS ITB:

12 years (Volvo Dealer)

H.2 NUMBER OF PENDING CONTRACTS FOR SALE OR RENTAL OF EQUIPMENT AND ASSOCIATED SERVICES EQUIVALENT IN VOLUME AND VALUE TO THOSE REQUIRED UNDER THIS ITB:

0

H.3 NUMBER OF FACTORY-AUTHORIZED SERVICE REPRESENTATIVES IN THE STATE AVAILABLE TO PROVIDE WARRANTY SERVICES AND REPAIRS UNDER THE CONTRACT TO BE AWARDED:

10

H.4 LOCATIONS OF REPRESENTATIVES IDENTIFIED IN H.3, INCLUDING CONTACT NAMES, COMPANY NAMES, PHYSICAL ADDRESSES, PHONE NUMBERS, FAX NUMBERS AND HOURS OF SERVICE (Refer to B.21.3):

(USE SEPARATE SHEET)

H.5 WITHIN THE PAST FIVE YEARS, HAS BIDDER HAD ANY LAWSUITS FILED AGAINST IT INVOLVING CONTRACT DISPUTES? YES/NO. IF "YES," INDICATE DATES AND ULTIMATE RESOLUTION OF SUIT. (WITH REGARD TO JUDGMENTS, INCLUDE JURISDICTION AND DATE OF FINAL JUDGMENT OR DISMISSAL.).

No

(USE SEPARATE SHEET IF ADDITIONAL SPACE IS NEEDED)

H.6 WITHIN THE PAST TWENTY-FOUR MONTHS, HAS BIDDER FILED A BANKRUPTCY ACTION, FILED FOR REORGANIZATION, MADE A GENERAL ASSIGNMENT OF ASSETS FOR THE BENEFIT OF CREDITORS, OR HAD AN ACTION FOR INSOLVENCY INSTITUTED AGAINST IT? YES/NO. IF "YES," SUPPLY FILING DATES, JURISDICTIONS, TYPE OF ACTION, ULTIMATE RESOLUTION, AND DATES OF JUDGMENT OR DISMISSAL, IF APPLICABLE.

NO

(USE SEPARATE SHEET IF ADDITIONAL SPACE IS NEEDED)

H.7 WITHIN THE PAST TWENTY-FOUR MONTHS, HAS BIDDER HAD ANY LAWSUITS FILED AGAINST IT BY CREDITORS? YES / NO. IF "YES," INDICATE DATES AND ULTIMATE RESOLUTION OF SUIT (WITH REGARD TO JUDGMENTS, INCLUDE JURISDICTION AND DATE OF FINAL JUDGMENT OR DISMISSAL).

NO

NOTE: A Bidder Qualifications and Reference form is provided within this Invitation to Bid. Bidders must complete this form and return it with their bid.

H.8 BIDDER QUALIFICATIONS & REFERENCES: Provide the following:

H.8.1 Three (3) current end user references (must not include reseller, dealers, or vendors) that the Bidder has Contracted with to provide a similar level of service and support, as referenced in this Invitation to Bid, within the last 2 years. **Provide at least 1 of the professional references from a county agency, city agency or state agency other than ODOT.**

H.8.2 ODOT reserves the right to check the references to determine if they are supportive of the Contractors ability to comply with the requirements of the Invitation to Bid.

H.8.3 Failure to provide complete and accurate information may be cause for bid rejection.

H.8.3.1 Bidder must provide customer references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

H.8.3.2 Each reference must be under separate Contracts [for example, it is not acceptable to have 3 State of Oregon government agencies which use the same Contract to count as 3 separate references].

H.8.3.3 ODOT reserves the right to investigate any customer references whether or not furnished by the Bidder and past performance of any Bidder in respect to its successful performance of similar projects, compliance with specifications and Contractual obligations, its completion or delivery of a product or service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

H.8.3.4 ODOT may reject a bid if, in the opinion of ODOT, overall reference responses indicate inadequate performance.

H.8.3.5 ODOT may postpone the award or execution of the Contract after the announcement of the apparent successful bidder in order to complete its investigation. ODOT reserves its right to reject any bid response or to reject all bid responses at any time prior to ODOT's execution of a Contract.

BIDDER QUALIFICATIONS AND REFERENCE FORM

1. BIDDER INFORMATION:

a. Business Name: Clyde West Inc
b. Business Address: 13805 NE Sandy Blvd, Portland, OR 97230
c. Owner Name: Pat McConnell
d. Business Phone
Daytime: 503-252-5933 Evening/Weekend: 503-706-4743
e. Number of Employees: 55 Annual Sales \$: \$28,000,000
f. Date Business
Established: 1911

2. REFERENCES:

a. Firm Name: City of Portland
Address: 2929 N. Kerby Ave, Portland, OR 97227
Name of Contact Person: Allen Berkey
Position Title: Equipment Coordinator
Telephone Number: 503-823-1722 Fax Number: N/A
Name of Project: Compact Wheel Loader Rental
Address: Same
Dates: 2010, 2011, 2012
Make / Model provided: L25, L35
b. Firm Name: Environmentally Conscious Recycling
Address: 12409 NE SanRafael St., Portland, OR 97230
Name of Contact Person: Vince Gilbert
Position Title: President
Telephone Number: 503-253-0867 Fax Number: 503-253-1902
Name of Project: L120F
Address: Same
Dates: 2011, 2012
Make / Model provided: Volvo L120 Wheel Loader
c. Firm Name: Waste Management
Address: 2900 S. Geiger Blvd, Spokane, WA 99224
Name of Contact Person: Bob Hays
Position Title: Equipment Manager
Telephone Number: 509-624-6574 Fax Number: N/A
Name of Project: Wheel Loader
Address: Same
Dates: Aug. 31, 2012
Make / Model provided: Volvo L90F



NORTHWEST SINCE 1911

13805 NE SANDY BLVD (97230) / PO BOX 20577 (97294) / PORTLAND, OREGON / (503) 252-5933 / FAX (503) 252-1769

RE: H4 – Locations of Service Representatives:

- 1) Clyde/West Inc.
13805 NE Sandy Blvd.
Portland, OR 97230
Office # (503) 252-5933
Fax # (503) 252-1769
Mon – Fri, 7am – 5pm
- 2) Clyde/West Inc.
1550 Irving Rd.
Eugene, OR 97402
Office # (541) 302-3762
Fax # (541) 302-3763
Mon – Fri, 7am – 5pm
- 3) Clyde/West Inc.
Travelling Field Service Tech / Terrabonne, OR 97760
Stan Miller
(503) 866-3607
Mon – Fri, 7am – 5pm

EACH BIDDER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS I THROUGH O. FAILURE TO DO SO MAY RESULT IN BID REJECTION.

SECTION I - RESIDENCY INFORMATION

ORS 279A.120(2)(b) states that in determining the lowest responsible Bidder, a Contracting agency shall, for the purpose of awarding the Contract, add a percent increase to the bid of a nonresident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides.

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

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

a. Check one: Bidder is a ☒ resident bidder () non-resident bidder.

b. If a resident bidder, enter your Oregon business address (physical and mailing address):

13805 NE Sandy Blvd, Portland, OR 97230

PO Box 20577, Portland, OR 97294

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

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

Check one: () Yes () No

If yes: state the preference percentage: _____%

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

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

SECTION J - CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

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

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323 and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

SECTION K - CERTIFICATION OF COMPLIANCE WITH NONDISCRIMINATION LAWS

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

SECTION L - RECYCLED PRODUCTS CERTIFICATION

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document. If recycled products are used, submit percentage used and type of recycled product with bid submission. Bidders are required to submit this information if applicable. See Section B.12.5 RECYCLED MATERIAL.

SECTION M - RESERVED

SECTION N - ADDENDA ACKNOWLEDGEMENT

N.1 ODOT reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the closing time and date. Addenda will be advertised on the ORPIN System. ODOT is not responsible for a Bidders failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda will only be issued by ODOT and upon issuance are incorporated into the Invitation to Bid or the resulting Contract. If required by the Addenda, Bidders shall sign and return the Addenda prior to the Closing time/date.

N.2 By Bidders signature in **Section O** it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

N.2.1 If any Addenda are issued in connection with this ITB, Bidder has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

AMENDMENT(s):

No. 1 to No. 3 inclusive.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INDIVIDUALLY INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

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

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued, and to execute this Bid on behalf of Bidder;
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, and terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- (3) Bidder certifies that this Bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition;
- (4) Bidder is bound by and shall comply with all requirements, Specifications, and terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- (5) Bidder shall furnish the designated Goods in accordance with the Bid Specifications and requirements, and shall comply in all respects with the terms of the resulting Contract upon award; and
- (6) BIDDER SHALL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID SUBMISSION.

(7) BIDDER'S CONTRACT ADMINISTRATOR: Identify the name of the individual who shall function as Bidder's authorized representative and Contract Administrator in the event Bidder is awarded the Contract. The Contract Administrator shall act for and bind the Contractor in all things relating to performance of the Contract. Include the address, e-mail, fax and telephone numbers to be used in providing any notices required or authorized under the Contract, and in contacting the Contract Administrator.

(8) All affirmations contained in Section **B.3.1** are true and correct. False Claims: Bidder understands that any statement or representation it makes, in response to this solicitation, that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), shall be subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

(9) All Contractors, subcontractors or other Associates are in compliance with all COI disclosure requirements per Section **B.21.2**.

(10) Check one of the following:

- a. ☐ The Goods meet the Buy Oregon Preference under section **B.12.6**, which can be further substantiated upon request.
- b. ☒ The Goods do not meet the Buy Oregon Preference under section **B.12.6**.

Clyde West Inc
 Bidder (COMPANY) Name
13805 NE Sandy Blvd, Portland, OR 97230
 Bidder Address
Marty Krueger
 Contract Administrator
Marty Krueger
 Signature of Authorized Representative
503-252-5933
 Phone
mkrueger@clydewest.com
 Fax
Oct. 23, 2012
 Date

 Email

October 9, 2012

OREGON DEPARTMENT OF TRANSPORTATION

**INVITATION TO BID
ADDENDUM NO. 1**



BID NO.: 25298 **CLOSE DATE:** October 23, 2012 **TIME:** 2:00 PM
DESCRIPTION: Seasonal Wheel Loader & Tool Carrier Rental
BUYER: Jon Miller **PHONE:** 503-986-0279 **FAX:** 503-986-5790
E-MAIL: jonathan.d.miller@odot.state.or.us

This addendum forms a part of the contract documents and modifies, as noted below, the original bidding documents dated October 9, 2012, and becomes a part of the contract documents.

***Acknowledge receipt of this addendum in the space provided on the bottom of this page and return with bidding documents. Failure to do so may be subject to disqualification.**

If you have already submitted your bid documents and should this addendum affect your bid price, the following information on pre-opening modification applies:

137-030-0060 (1) Modifications. An Offeror may modify its Offer in writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer to the Agency in accordance with OAR 137-030-0020 and 137-030-0030, unless otherwise specified in the Solicitation Document. Any modification must include the Offeror's statement that the modification amends and supersedes the prior Offer. The Offeror shall mark the submitted modification as follows:

BID MODIFICATION

BID #, BID DUE DATE & TIME: MM/DD/YY XX: XX

RETURN BIDS/ADDENDA/MODIFICATIONS TO: DEPARTMENT OF TRANSPORTATION
PURCHASING AND CONTRACT MANAGEMENT
455 AIRPORT ROAD SE, BLDG. "K"
SALEM, OR 97301

The State shall not be responsible for the proper identification and handling of any bid not submitted in a timely manner.

SINGLE POINT OF CONTACT: There will be only one point of contact for this Invitation to Bid. The contact point is the ODOT Purchasing Office, and the contact person is the Buyer listed above. Any questions or issues that may arise regarding the specifications, the bidding process, and/or the award process shall be directed to the Buyer listed above. The State's official response to any questions or requests will be through direct letters or the addendum process.

DESCRIPTION OF BID CHANGES

1. This addendum hereby adds the referenced "Attachment A: ODOT Region Map."

*I hereby acknowledge having received and duly considered the preceding addendum to the specification.

Bidder Name: Clyde West Inc.
Authorized Signature: Martin Kweg

October 12, 2012

OREGON DEPARTMENT OF TRANSPORTATION

**INVITATION TO BID
ADDENDUM NO. 2**



BID NO.: 25298 **CLOSE DATE:** October 23, 2012 **TIME:** 2:00 PM
DESCRIPTION: Seasonal Wheel Loader & Tool Carrier Rental
BUYER: Jon Miller **PHONE:** 503-986-0279 **FAX:** 503-986-5790
E-MAIL: jonathan.d.miller@odot.state.or.us

This addendum forms a part of the contract documents and modifies, as noted below, the original bidding documents dated October 9, 2012, and becomes a part of the contract documents.

***Acknowledge receipt of this addendum in the space provided on the bottom of this page and return with bidding documents. Failure to do so may be subject to disqualification.**

If you have already submitted your bid documents and should this addendum affect your bid price, the following information on pre-opening modification applies:

137-030-0060 (1) Modifications. An Offeror may modify its Offer in writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer to the Agency in accordance with OAR 137-030-0020 and 137-030-0030, unless otherwise specified in the Solicitation Document. Any modification must include the Offeror's statement that the modification amends and supersedes the prior Offer. The Offeror shall mark the submitted modification as follows:

BID MODIFICATION

BID #, BID DUE DATE & TIME: MM/DD/YY XX: XX

RETURN BIDS/ADDENDA/MODIFICATIONS TO: DEPARTMENT OF TRANSPORTATION
PURCHASING AND CONTRACT MANAGEMENT
455 AIRPORT ROAD SE, BLDG. "K"
SALEM, OR 97301

The State shall not be responsible for the proper identification and handling of any bid not submitted in a timely manner.

SINGLE POINT OF CONTACT: There will be only one point of contact for this Invitation to Bid. The contact point is the ODOT Purchasing Office, and the contact person is the Buyer listed above. Any questions or issues that may arise regarding the specifications, the bidding process, and/or the award process shall be directed to the Buyer listed above. The State's official response to any questions or requests will be through direct letters or the addendum process.

DESCRIPTION OF BID CHANGES

1. This addendum hereby adds the following bullet point to Section C.4.1 Wheel Loader and Tool Carriers requirements:
 - **NOTE:** Item weight size configurations may have a variance +/- up to 300 lbs. for each of the weight category sizes.

*I hereby acknowledge having received and duly considered the preceding addendum to the specification.

Bidder Name: Clyde West Inc

Authorized Signature: Martin J. Kwasy

October 17, 2012

OREGON DEPARTMENT OF TRANSPORTATION

**INVITATION TO BID
ADDENDUM NO. 3**



| | | | | | |
|---------------------|--|--------------------|-------------------------|--------------|---------------------|
| BID NO.: | 25298 | CLOSE DATE: | October 23, 2012 | TIME: | 2:00 PM |
| DESCRIPTION: | Seasonal Wheel Loader & Tool Carrier Rental | | | | |
| BUYER: | Jon Miller | PHONE: | 503-986-0279 | FAX: | 503-986-5790 |
| | E-MAIL: <u>jonathan.d.miller@odot.state.or.us</u> | | | | |

This addendum forms a part of the contract documents and modifies, as noted below, the original bidding documents dated October 9, 2012, and becomes a part of the contract documents.

***Acknowledge receipt of this addendum in the space provided on the bottom of this page and return with bidding documents. Failure to do so may be subject to disqualification.**

If you have already submitted your bid documents and should this addendum affect your bid price, the following information on pre-opening modification applies:

137-030-0060 (1) Modifications. An Offeror may modify its Offer in writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer to the Agency in accordance with OAR 137-030-0020 and 137-030-0030, unless otherwise specified in the Solicitation Document. Any modification must include the Offeror's statement that the modification amends and supersedes the prior Offer. The Offeror shall mark the submitted modification as follows:

BID MODIFICATION

BID #, BID DUE DATE & TIME: MM/DD/YY XX: XX

RETURN BIDS/ADDENDA/MODIFICATIONS TO: **DEPARTMENT OF TRANSPORTATION
PURCHASING AND CONTRACT MANAGEMENT
455 AIRPORT ROAD SE, BLDG. "K"
SALEM, OR 97301**

The State shall not be responsible for the proper identification and handling of any bid not submitted in a timely manner.

SINGLE POINT OF CONTACT: There will be only one point of contact for this Invitation to Bid. The contact point is the ODOT Purchasing Office, and the contact person is the Buyer listed above. Any questions or issues that may arise regarding the specifications, the bidding process, and/or the award process shall be directed to the Buyer listed above. The State's official response to any questions or requests will be through direct letters or the addendum process.

DESCRIPTION OF BID CHANGES

1. This item is to clarify and answer questions received in response to the ITB:
 - a. Can ODOT give some guidance of the anticipated quantity of each size of machine? Does ODOT intend to rent more of one size than another?

Answer
Currently there is not an anticipated quantity of each size of machine, and there is not a need of more of one type of machine.
 - b. Will ODOT allow additional delivery time from the Notice of Intent to Award until the issuance of the purchase order for the first year of the contract? This will insure that our inventory of machines is sufficient for the order. During the remaining years of the contract, the 30-day requirement is acceptable.

Answer

No, this is why this ITB is anticipated to be a multiple award. It is expected that not all vendors will be able to supply all of the equipment needed at one time.

- c. Will the Addendum No. 2 limits of the maximum full turn tipping weight to 300 lbs. above the minimum weight specified? Original specification Item No. 1 called for a minimum full turn tipping weight of 10,000 lbs. Addendum No. 2 amends that requirement to specify that the weight may have a variance of +/- 300 lbs. Does this mean that the maximum full turn tipping weight allowable is now 10,300 lbs.? For example, if we propose a machine for Item No. 1 that has a 12,000 lb. rating, would this be allowable?

Answer

The intention of Addendum No. 2 is that it would allow a slightly lower limit on the weight requirement. If the item submitted exceeds the specification then it is acceptable so long as it does not fall into the next weight class.

- d. Pg 41, Section G.7 "Insurance Requirements / Garagekeepers' Legal Liability Coverage" - should not have the box checked. There is no garage keeper exposure here, so no need to provide any garagekeepers legal liability coverage. And, if we did provide it, note that our limits are not \$1mm - they are \$300k.

Answer

That is correct. Garagekeepers' Legal Liability Coverage is not required. This has been changed per item No. 2 of this Addendum.

- e. Pg 48, Section O (10); [Please] verify with your contacts we can select box "a" on basis that all our "services are performed entirely in Oregon" as defined on pg 14, section B.12.6 "Buy Oregon Preference," Can we get preference? Our services will all be in Oregon?

Answer

Per Section B.12.6.a – Buy Oregon Preference, ODOT prefers Oregon Goods and Services, and for evaluation purposes, ODOT shall apply a 10% preference for Oregon Goods fabricated or processed entirely in Oregon or Services performed entirely in Oregon (ORS 279A.128). It is the Bidders responsibility to verify if your services are performed entirely in Oregon. ODOT will not verify if a Bidder meets the criterion until after Bid responses are received. Please also see Section B.2 General Information, Solicitation Law and Rules, OAR 137-046 and 137-047 apply to this ITB and resulting Price Agreement(s). For Contracting Preferences see 137-046-0300, Preference for Oregon Goods and Services.

2. Section G – Insurance Requirements, G.7 Garagekeepers' Legal Liability Coverage, is hereby revised as follows:

G.7 ☒ Required by Agency ☐ Not required by Agency.

Garagekeepers' Legal Liability Coverage: Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract and any applicable warranty periods, Garagekeepers' Legal Liability Coverage for "Autos left for service, repair, storage or safekeeping." **The deductible for this coverage will be determined prior to Price Agreement award** Coverage limits per occurrence must not be less than \$1,000,000.

3. Administrative changes for typographical errors in Addendums 1 and 2 have been issued. Bidders are hereby notified to re-download Addendums 1 and 2.

*I hereby acknowledge having received and duly considered the preceding addendum to the specification.

Bidder Name: Clyde West Inc

Authorized Signature: Martin J. Kweeg