

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer



Supplier Address

Dustbusters Enterprises Inc.
P.O. Box 15
Evanston, WY 82930

Contact: Craig Prete
Phone: 1 (307) 789-3878
Fax: 1 (307) 789-3888
Email: dustbusters@uintanet.com

Externally Approved

Contract # 7574
Opportunity # 102-1122-07R
Contract Start Date 09/28/2007
Expiration Date 07/31/2008
Supplier Number 24820

All dates are mm/dd/yyyy

Attachments Do Not Exist
Secondary Suppliers Do Not Exist

Contract Administrator

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

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

Receiving Address

State Procurement Office
See Authorized Purchaser
contact and address on each
individual purchase order.

Contact: Craig Prete
Phone: 1 (307) 789-3878
Fax: 1 (307) 789-3888
Email: dustbusters@uintanet.com

The State of Oregon, Department of Administrative Services, State Procurement Office (DAS SPO) executed Price Agreement #7574 on September 28, 2007 for the purchase of Liquid Magnesium Chloride Chemical Deicer (FreezeGard-Zero CI Plus) statewide.

Price Agreement #7574 is a Mandatory Use Agreement (OAR 125-246-0110) for Authorized Agencies subject to DAS procurement authority.

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

Delivery Requirements See PA Section 4			
Payment Terms Net 30			
FOB FOB Destination			
Item #	Quantity / Unit	Description	Unit Cost
1	1 TON	District 1, Humburg Maintenance 36455 Highway 26 Seaside, OR 97138 Contact: Mike Smith (503) 738-9733 Storage Capacity 62 Ton Annual Estimated Quantity - 162 Tons	\$0.00
	1 TON	1.1 3-Day Delivery Price for 30 tons or more of	\$162.00

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Item #	Quantity / Unit	Description	Unit Cost
		FreezGard-Zero CI Plus = \$162.00 per ton	
	1 TON	1.2 3-Day Delivery Price for 25 - 29 Tons of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	1.3 6-day delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	1.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	1.5 15-day delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$154.00	\$154.00
	1 TON	1.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$159.00	\$159.00
2	1 TON	District 1, Tillamook Maintenance 308 Evergreen Tillamook, OR 97141 Contact: Dan Weber (503) 842-7811 Storage Capacity 57 Tons Estimated Annual Quantity - 162 Tons	\$0.00
	1 TON	2.1 3-day delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$176.00	\$176.00
	1 TON	2.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$185.00	\$185.00
	1 TON	2.3 6-day delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$170.00	\$170.00
	1 TON	2.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$179.00	\$179.00
	1 TON	2.5 15-day delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$168.00	\$168.00
	1 TON	2.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$177.00	\$177.00

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Item #	Quantity / Unit	Description	Unit Cost
3	1 TON	District 1, Warrenton Maintenance 1960 SE Dolphin ST. Warrenton, OR 97146 Contact: Dennis O'Conner (541)861-2355 Storage Capacity 65 Tons Annual Est. Qty. 162 Tons	\$0.00
	1 TON	3.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	3.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	3.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	3.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	3.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$154.00	\$154.00
	1 TON	3.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$159.00	\$159.00
4	1 TON	District 2A, Baldock Maintenance 9637 SW 35th Drive Portland, OR 97219 Contact: Bill Miller (503)229-5303 Storage Capacity 162 Tons Est. Qty. 108 Tons	\$0.00
	1 TON	4.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	4.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	4.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	4.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$152.00	\$152.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	4.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$148.00	\$148.00
	1 TON	4.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 EACH	4.7 0	\$0.00
5	1 TON	District 2A, Clatskanie Maintenance 21660 Highway 30 Portland, OR 97220 Contact: Ed Miller (503)728-3711 Storage Capacity 84 Tons Est. Qty. 95 Tons	\$0.00
	1 TON	5.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	5.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	5.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	5.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	5.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$151.00	\$151.00
	1 TON	5.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$155.00	\$155.00
6	1 TON	District 2A, Clatskanie (Deer Island) Maintenance US 30 Between Rainier and St. Helens Contact Clatskanie Maintenance Contact: Ed Miller (503) 728-3711 Storage Capacity 92 tons Est. Qty. 95 tons	\$0.00
	1 TON	6.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$158.00	\$158.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	6.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	6.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	6.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	6.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	6.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$154.00	\$154.00
7	1 TON	District 2A, Manning (Banks)Maintenance 48400 NW Sunset Highway (US26) Banks, OR 97106 Contact: Kelvin Kohanes (503)324-7112 Storage Capacity 76 tons Est. Qty. 432 Tons	\$0.00
	1 TON	7.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	7.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$160.00	\$160.00
	1 TON	7.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	7.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$154.00	\$154.00
	1 TON	7.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$148.00	\$148.00
	1 TON	7.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$152.00	\$152.00
8	1 TON	District 2A Sylvan Maintenance 2131 Schools Ferry Road Portland, OR 97221 Contact: Tom Woodward	\$0.00

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Item #	Quantity / Unit	Description	Unit Cost
		(503)229-5201 Storage Capacity 43 tons Est. Qty. 216 Tons	
	1 TON	8.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	8.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	8.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$149.00	\$149.00
	1 TON	8.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	8.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00
	1 TON	8.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$150.00	\$150.00
9	1 EACH	District 2B, East Portland Maintenance 5315 NE 101st Portland, OR 97220 Contact: Jeff Kerr (503)257-4339 Storage Capacity 108 tons Est. Qty. 432 Tons	\$0.00
	1 TON	9.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	9.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	9.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$149.00	\$149.00
	1 TON	9.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	9.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	9.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$150.00	\$150.00
10	1 TON	district 2B, Milwaukie Maintenance 9200 SE Lawnfield Road Clackamas, OR 97015 Contact: Doug Holley (503)731-8330 Storage Capacity 86 tons Est. Qty. 350 Tons	\$0.00
	1 TON	10.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	10.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	10.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$149.00	\$149.00
	1 TON	10.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	10.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00
	1 TON	10.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$150.00	\$150.00
11	1 TON	District 2B, Milwaukie Maintenance, Canemah Location Highway 99E, MP 14, South of Oregon City Contact: Doug Holley (503)731-8330 Storage Capacity 57 tons Est. Qty. 350 Tons	\$0.00
	1 TON	11.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	11.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	11.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$149.00	\$149.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	11.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	11.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00
	1 TON	11.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$150.00	\$150.00
12	1 TON	District 2B, North Portland Maintenance 1100 North Columbia Boulevard Portland, OR 97217 Contact: Jeff Juden (503)283-5810 Storage Capacity 108 tons Est. Qty. 432 Tons	\$0.00
	1 TON	12.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	12.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	12.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$149.00	\$149.00
	1 TON	12.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	12.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00
	1 TON	12.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$150.00	\$150.00
13	1 TON	district 2C, Cascade Locks Maintenance 60 Forest Lane Cascade Locks, OR 97014 Contact: Brian Walker (541)374-8421 Storage Capacity 86 tons Est. Qty. 541 Tons	\$0.00
	1 TON	13.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	13.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	13.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	13.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	13.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$151.00	\$151.00
	1 TON	13.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$155.00	\$155.00
14	1 TON	District 2C, Estacada Maintenance 325 SW 2nd Street Estacada, OR 97023 Contact: Pat Coffeen (503)630-6841 Storage Capacity 76 tons Est. Qty. 346 Tons	\$0.00
	1 TON	14.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	14.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	14.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$149.00	\$149.00
	1 TON	14.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	14.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00
	1 TON	14.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$151.00	\$151.00
15	1 TON	District 2C, Government Camp Maintenance 90300 E. Highway 26 Government Camp, OR 97028 Contact: Jim McNamee	\$0.00

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Item #	Quantity / Unit	Description	Unit Cost
		(503)272-3232 Storage Capacity 97 tons Est. Qty. 1474 Tons	
	1 TON	15.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	15.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	15.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$151.00	\$151.00
	1 TON	15.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	15.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$149.00	\$149.00
	1 TON	15.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$153.00	\$153.00
16	1 TON	District 2C, Hood River Maintenance 2149 West Cascade Hood River, OR 97301 Contact: Jeff Barrett (or call Parkdale office, see #16 below) (541)386-7013 Storage Capacity 54 tons Est. Qty. 268 Tons	\$0.00
	1 TON	16.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	16.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	16.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	16.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	16.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$151.00	\$151.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	16.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$155.00	\$155.00
17	1 TON	District 2C, Parkdale Maintenance Mt. Hood Lopp Highway, US 35 MP 83.67 Parkdale, OR 97041 Contact: Kurt Romberg (541)352-6312 (or call Government Camp office, see #14 above) Storage Capacity 81 tons Est. Qty. 265 Tons	\$0.00
	1 TON	17.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	17.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$168.00	\$168.00
	1 TON	17.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	17.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	17.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	17.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$160.00	\$160.00
18	1 TON	District 2C, sandy Maintenance Highway 26, MP 25.32 Sandy, OR 97055 Contact: Mike Sapp (503)668-6715 Storage Capacity 54 tons Est. Qty. 324 Tons	\$0.00
	1 TON	18.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	18.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	18.3 6-day Delivery Price for 30 Tons or more of	\$149.00

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Item #	Quantity / Unit	Description	Unit Cost
		FreezGard-Zero CI Plus = \$149.00	
	1 TON	18.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	18.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00
	1 TON	18.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$151.00	\$151.00
19	1 TON	District 3, Detroit Maintenance 600 North Santiam Hwy. Detroit, OR 97342 Contact Dennis McIntosh (503)986-2900 storage Capacity 54 tons Est. Qty. 398 Tons	\$0.00
	1 TON	19.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	19.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	19.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	19.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	19.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$154.00	\$154.00
	1 TON	19.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$159.00	\$159.00
20	1 TON	District 3, McMinville Maintenance 2060 Lafayette Ave. McMinville, Or 97128 Contact: Jim Cook (503)986-2625 Storage Capacity 54 tons Est. Qty. 138 Tons	\$0.00
	1 TON	20.1 3-day Delivery Price for 30 Tons or more of	\$158.00

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Item #	Quantity / Unit	Description	Unit Cost
		FreezGard-Zero CI Plus = \$158.00	
	1 TON	20.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	20.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	20.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	20.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	20.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$155.00	\$155.00
21	1 EACH	District 3, Salem Maintenance 885 Airport Road Salem, OR 97310 Contact: Dan Wright (503)986-2900 Delivery is to City of Salem Facility on 22nd Street Storage Capacity 27 tons Est. Qty. 454 Tons	\$0.00
	1 TON	21.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	21.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	21.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	21.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	21.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	21.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$157.00	\$157.00
22	1 TON	District 4, Albany Maintenance 100 Gold Fish Farm Rd	\$0.00

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Item #	Quantity / Unit	Description	Unit Cost
		albany, OR 97321 (541) 967-2139 Storage Capacity 54 tons Est. Qty. 81 Tons	
	1 TON	22.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	22.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	22.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	22.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	22.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$151.00	\$151.00
	1 TON	22.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$155.00	\$155.00
23	1 TON	District 4, Corvallis Maintenance 3700 SW Philomath Blvd. Corvallis, OR 97333 Contact: Kevin Bryan (541)757-4127 Storage Capacity 32 tons Est. Qty. 22. Tons	\$0.00
	1 TON	23.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	23.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	23.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	23.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	23.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$151.00	\$151.00

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Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	23.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$155.00	\$155.00
24	1 TON	District 4, Ona Beach Maintenance 12735 Pacific Coast Highway Seal Rock, OR 97376 Contact: Jerry Stokes (541)563-6401 Storage Capacity 54 tons Est. Qty. 270 Tons	\$0.00
	1 TON	24.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	24.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	24.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	24.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	24.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	24.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$165.00	\$165.00
25	1 EACH	District 4, Rose Lodge Maintenance 109 N. Rush Lane Rose Lodge, OR 97372 Contact: Jerry Stokes (541)994-3980 Storage Capacity 54 tons Est. Qty. 270 Tons	\$0.00
	1 TON	25.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	25.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$168.00	\$168.00
	1 TON	25.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	25.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	25.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$154.00	\$154.00
	1 TON	25.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$160.00	\$160.00
26	1 TON	District 4, Sweet Home Maintenance 205 Main Street Sweet Home, OR 97386 Contact kendal Weeks (541)367-5320 Storage Capacity 54 tons Est. Qty. 299 Tons	\$0.00
	1 TON	26.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	26.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	26.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	26.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	26.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	26.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
27	1 TON	District 5, Florence Maintenance 15th And US 101 Florence, OR 97439 Contact: Chic Hammon (541)997-2142 Storage Capacity 24 tons Est. Qty. 23 Tons	\$0.00
	1 TON	27.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	27.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	27.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	27.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	27.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	27.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
28	1 TON	District 5, Glenwood Maintenance 1920 Henderson Avenue Eugene, OR 97402 Contact: Ron Beckley or Robert Swafford (541)686-7586 Storage Capacity 54 tons Est. Qty. 135 Tons	\$0.00
	1 TON	28.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	28.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	28.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	28.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	28.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	28.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
29	1 TON	District 5, McKenzie Bridge Maintenance 56377 North Banke Road McKenzie Bridge, OR 97413 Contact Allen Dubel	\$0.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
		(541)882-3541 Storage Capacity 54 tons Est. Qty. 97 Tons	
	1 TON	29.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	29.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	29.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$177.00	\$177.00
	1 TON	29.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	29.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	29.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
30	1 TON	District 5, Oakridge Maintenance 47828 Berry Street Oakridge, OR 97463 Contact: Paul Ferrigno (541)782-3444 Storage Capacity 54 tons Est. Qty. 189 Tons	\$0.00
	1 TON	30.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	30.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	30.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$177.00	\$177.00
	1 TON	30.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	30.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	30.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
31	1 TON	District 5, Veneta Maintenance 25177 Luther Way Veneta, OR 97487 Contact: Troy Lindley (541)935-7111 Storage Capacity 54 tons Est. Qty. 22 Tons	\$0.00
	1 TON	31.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	31.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	31.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$177.00	\$177.00
	1 TON	31.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	31.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	31.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
32	1 TON	District 7, Boswell Springs Maintenance 5443 Eagle Valley Road Yoncalla, OR 97499 Contact: Allen Deaton (541)849-2505 Storage Capacity, 89 tons Est. Qty. 175 Tons	\$0.00
	1 TON	32.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	32.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	32.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$177.00	\$177.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	32.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	32.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	32.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
33	1 TON	District 7, Coquille Maintenance 290 Highway 42 Coquille, OR 97423 Contact: Ed Pulvemacher (541)396-5832 Storage Capacity 73 tons Est. Qty. 73 Tons	\$0.00
	1 TON	33.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$191.00	\$191.00
	1 TON	33.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$196.00	\$196.00
	1 TON	33.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$185.00	\$185.00
	1 TON	33.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	33.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	33.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = 188.00	\$188.00
34	1 TON	district 7, Glendale (Barton Road) Maintenance I5, MP 83.29 Northbound Contact: Jarvis Pennington (541)580-8527 or (541)957-3666 Storage Capacity 114 tons Est. Qty. 270 Tons	\$0.00
	1 TON	34.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$191.00	\$191.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	34.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$196.00	\$196.00
	1 TON	34.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$185.00	\$185.00
	1 TON	34.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	34.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	34.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$188.00	\$188.00
35	1 TON	District 7, Port Orford Maintenance 1219 Arizona Port Orford, OR 97465 Contact: Kurt Rhomberg (541)332-5711 or (541)247-7806 Storage Capacity 43 tons Est. Qty. 13 Tons	\$0.00
	1 TON	35.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$196.00	\$196.00
	1 TON	35.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$202.00	\$202.00
	1 TON	35.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	35.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$196.00	\$196.00
	1 TON	35.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	35.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$194.00	\$194.00
36	1 TON	District 7, Reedsport Maintenance 1200 Highway 101 Reedsport, OR 97467 Contact: Allen Deaton	\$0.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
		(541)849-2505 Storage Capacity 16 tons Est. Qty. 32 Tons	
	1 TON	36.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	36.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	36.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	36.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	36.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	36.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
37	1 TON	District 7, Shady Maintenance 3339 Old Highway 99 South Roseburg, OR 97470 Contact: Darrin Neavoll (541) 957-3677 Storage Capacity 114 tons Est. Qty. 216 Tons	\$0.00
	1 TON	37.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	37.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$195.00	\$195.00
	1 TON	37.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	37.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$185.00	\$185.00
	1 TON	37.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$178.00	\$178.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	37.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$185.00	\$185.00
38	1 TON	District 8, Ashland Maintenance 706 Tolman Creek Road Ashland, OR 97520 Contact: Everett Carroll (541)482-4344 Storage Capacity 108 tons Est. Qty. 541 Tons	\$0.00
	1 TON	38.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$199.00	\$199.00
	1 TON	38.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$206.00	\$206.00
	1 TON	38.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$193.00	\$193.00
	1 TON	38.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$200.00	\$200.00
	1 TON	38.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$191.00	\$191.00
	1 TON	38.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$198.	\$198.00
39	1 TON	District 8, Cave Junction Maintenance 202 Caves Highway Cave Junction, OR 97523 Contact: Roger Allemand (541)474-3149 or (541)592-3257 Storage Capacity 32 tons Est. Qty. 135 Tons	\$0.00
	1 TON	39.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$199.00	\$199.00
	1 TON	39.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$206.00	\$206.00
	1 TON	39.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$193.00	\$193.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	39.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$200.00	\$200.00
	1 TON	39.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$191.00	\$191.00
	1 TON	39.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$198.00	\$198.00
40	1 TON	District 8, Central Point Maintenance 4141 Hamrick Road Central Point, OR 97502 Contact: Gary Lollar (541)735-7535 Storage Capacity 68 tons Est. Qty. 270 Tons	\$0.00
	1 TON	40.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$197.00	\$197.00
	1 TON	40.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$206.00	\$206.00
	1 TON	40.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$191.00	\$191.00
	1 TON	40.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$198.00	\$198.00
	1 TON	40.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$189.00	\$189.00
	1 TON	40.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$196.00	\$196.00
41	1 TON	District 8, Grants Pass Maintenance 345 NE Ageness Ave Grants Pass, OR 97526 Contact: Roger Allemand (541)735-7535 Storage Capacity 81 tons Est. Qty. 270 Tons	\$0.00
	1 TON	41.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$195.00	\$195.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	41.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$202.00	\$202.00
	1 TON	41.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$189.00	\$189.00
	1 TON	41.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$196.00	\$196.00
	1 TON	41.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$187.00	\$187.00
	1 TON	41.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$194.00	\$194.00
42	1 TON	District 8, Lemolo Maintenance Oregon Highway 138, MP 73 Contact: Tom Coble or Dan Metz (541)560-3215 Storage Capacity 108 tons Est. Qty. 216 Tons	\$0.00
	1 TON	42.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$196.00	\$196.00
	1 TON	42.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$203.00	\$203.00
	1 TON	42.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	42.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$197.00	\$197.00
	1 TON	42.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	42.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$195.00	\$195.00
43	1 TON	District 8, Lincoln Maintenance Green Springs Highway 66, MP 21 Contact: Everett Carroll (541)482-4344 Storage Capacity 54 tons	\$0.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
		Est. Qty. 135 Tons	
	1 TON	43.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$202.00	\$202.00
	1 TON	43.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$206.00	\$206.00
	1 TON	43.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$196.00	\$196.00
	1 TON	43.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$204.00	\$204.00
	1 TON	43.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$194.00	\$194.00
	1 TON	43.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$198.00	\$198.00
44	1 TON	District 8, Prospect Maintenance 120 Mill Creek Drive Prospect, OR 97536 Contact: Tom Coble (541)560-3215 Storage Capacity 43 tons Est. Qty. 216 Tons	\$0.00
	1 TON	44.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$199.00	\$199.00
	1 TON	44.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$206.00	\$206.00
	1 TON	44.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$193.00	\$193.00
	1 TON	44.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$200.00	\$200.00
	1 TON	44.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$191.00	\$191.00
	1 TON	44.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$198.00	\$198.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
45	1 TON	District 8, Siskiyou Summit Maintenance Interstate 5, Exit 6 Contact: Everett Carroll (541)482-4344 Storage Capacity 143 tons Est. Qty. 1351 Tons	\$0.00
	1 TON	45.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$200.00	\$200.00
	1 TON	45.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$208.00	\$208.00
	1 TON	45.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$194.00	\$194.00
	1 TON	45.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$202.00	\$202.00
	1 TON	45.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$192.00	\$192.00
	1 TON	45.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$200.00	\$200.00
46	1 TON	District 8, Slide Creek Maintenance Oregon Hwy 138, MP 55 Contact: Tom Coble (541)560-3215 Storage Capacity 108 tons Est. Qty. 108 Tons	\$0.00
	1 TON	46.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$194.00	\$194.00
	1 TON	46.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$200.00	\$200.00
	1 TON	46.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	46.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$194.00	\$194.00
	1 TON	46.5 15-day Delivery Price for 30 Tons or more of	\$186.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
		FreezGard-Zero CI Plus = \$186.00	
	1 TON	46.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$192.00	\$192.00
47	1 TON	District 9, Arlington Maintenance John Day Highway Old Airport Road Arlington, OR 97812 Contact: Andy Anderson (541)565-3466 Storage Capacity 65 tons Est. Qty. 216 Tons	\$0.00
	1 TON	47.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	47.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$172.00	\$172.00
	1 TON	47.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	47.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$166.00	\$166.00
	1 TON	47.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	47.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$164.00	\$164.00
48	1 TON	District 9, Condon Maintenance 409 East Fraiser Condon, OR 97823 Contact: Andy Anderson (541)565-3466 Storage Capacity 54 tons Est. Qty. 54 Tons	\$0.00
	1 TON	48.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$169.00	\$169.00
	1 TON	48.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$176.00	\$176.00
	1 TON	48.3 6-day Delivery Price for 30 Tons or more of	\$163.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
		FreezGard-Zero CI Plus = \$163.00	
	1 TON	48.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$170.00	\$170.00
	1 TON	48.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	48.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$168.00	\$168.00
49	1 TON	District 9, Maupin Maintenance 54773 Highway 197 Maupin, OR 97037 Contact: Bob Torkelson (541)296-6219 Storage Capacity 70 tons Est. Qty. 324 Tons	\$0.00
	1 TON	49.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$176.00	\$176.00
	1 TON	49.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	49.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$170.00	\$170.00
	1 TON	49.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$176.00	\$176.00
	1 TON	49.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$168.00	\$168.00
	1 TON	49.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$174.00	\$174.00
	1 HOUR/HOUR(S)	49.7 jkhjk	\$0
50	1 TON	District 9, Moro Maintenance 68708 Highway 97 Moro, OR 97039 Contact: Andy Anderson (541)565-3466 Storage Capacity 86 tons	\$0.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
		Est. Qty. 135 Tons	
	1 TON	50.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	50.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$189.00	\$189.00
	1 TON	50.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	50.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	50.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	50.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$181.00	\$181.00
51	1 TON	District 9, Shaniko Maintenance Corner of "C" and 6th, off Hwy 97 Shaniko, OR Contact: Andy Anderson or Terry Gardner (541)565-3466 Storage Capacity 54 tons Est. Qty. 176 Tons	\$0.00
	1 TON	51.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	51.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$189.00	\$189.00
	1 TON	51.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	51.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	51.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	51.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$181.00	\$181.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
52	1 TON	District 9, The Dalles Maintenance 3313 Bret Clodfelter Way The Dalles, OR 97058 Contact: Bob Torkelson (541)296-6219 Storage Capacity 70 tons Est. Qty. 541 Tons	\$0.00
	1 TON	52.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	52.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$189.00	\$189.00
	1 TON	52.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	52.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	52.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	52.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$181.00	\$181.00
53	1 TON	District 9, Warm Springs Junction Maintenance 71739 Highway 216 Maupin, OR 97037 Contact: Bob Torkelson (541)296-6219 Storage Capacity 108 tons Est. Qty. 1081 Tons	\$0.00
	1 TON	53.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	53.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$189.00	\$189.00
	1 TON	53.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	53.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$183.00	\$183.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	53.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	53.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$181.00	\$181.00
54	1 TON	District 10, Bend Maintenance 63055 Highway 97 Bend, OR 97707 Contact: Joe Hammon (541)388-6220 Storage Capacity 108 tons Est. Qty. 1135 Tons	\$0.00
	1 TON	54.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	54.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	54.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$174.00	\$174.00
	1 TON	54.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	54.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$172.00	\$172.00
	1 TON	54.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
55	1 TON	District 10, Brothers Mainenance 34400 East Highway 20 (MP42) Brothers, OR 97712 Contact: Kevin Finch (541)576-2437 Storage Capacity 16 tons Est. Qty. 60 Tons	\$0.00
	1 TON	55.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	55.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$193.00	\$193.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	55.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	55.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$187.00	\$187.00
	1 TON	55.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$178.00	\$178.00
	1 TON	55.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$185.00	\$185.00
56	1 TON	District 10, Chemult Maintenance 110301 Highway 97 Chemult, OR 97731 Contact: Steve Allen (541)365-2275 Storage Capacity 51 tons Est. Qty. 378 Tons	\$0.00
	1 TON	56.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$183.00	\$183.00
	1 TON	56.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	56.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$177.00	\$177.00
	1 TON	56.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$184.00	\$184.00
	1 TON	56.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	56.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
57	1 TON	District 10, LaPine Maintenance 51591 N. Highway 97 LaPine, OR 97739 Contact: Swede Barber or Skip Evens (541)536-8354 Storage Capacity 103 tons Est. Qty. 432 Tons	\$0.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	57.1 3-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	57.2 3-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$181.00	\$187.00
	1 TON	57.3 6-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	57.4 6-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	57.5 15-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	57.6 15-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$179.00	\$179.00
58	1 TON	District 10, Madras Maintenance 201 NE Cherry Lane Madras, OR 97741 Contact: Ron Binder (541)475-6556 Storage Capacity 54 tons Est. Qty. 374 Tons	\$0.00
	1 TON	58.1 3-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	58.2 3-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	58.3 6-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$174.00	\$174.00
	1 TON	58.4 6-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	58.5 15-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$172.00	\$172.00
	1 TON	58.6 15-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$178.00	\$178.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
59	1 TON	District 10, Mitchell Maintenance East Hwy 26 Mitchell, OR 97750 Contact: Glen Killingbeck or Tom Anderson (541)462-3181 or (541)447-4357 Storage Capacity 54 tons Est. Qty. 36 Tons	\$0.00
	1 TON	59.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	59.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$193.00	\$193.00
	1 TON	59.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	59.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$187.00	\$187.00
	1 TON	59.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$178.00	\$178.00
	1 TON	59.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$185.00	\$185.00
60	1 TON	District 10, Prineville Maintenance 3571 NE 3rd Street Prineville, OR 97754 Contact: Richard Foltz (541)447-4357 Storage Capacity 108 tons Est. Qty. 390 Tons	\$0.00
	1 TON	60.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	60.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	60.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$174.00	\$174.00
	1 TON	60.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	60.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$172.00	\$172.00
	1 TON	60.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
61	1 TON	District 10, Sisters Maintenance 450 Highway 20 West Sisters, OR 97759 Contact: Mike Berg (541)549-3422 Storage Capacity 54 tons Est. Qty. 303 Tons	\$0.00
	1 TON	61.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	61.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$186.00	\$186.00
	1 TON	61.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$174.00	\$174.00
	1 TON	61.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	61.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$172.00	\$172.00
	1 TON	61.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
62	1 TON	District 11, Klamath Falls Maintenance 2557 Altamont Drive Klamath Falls, OR 97603 Contact: Verne Haskins (541)883-5532 Storage Capacity 43 tons Est. Qty. 554 Tons	\$0.00
	1 TON	62.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$193.00	\$193.00
	1 TON	62.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$203.00	\$203.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	62.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$187.00	\$187.00
	1 TON	62.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$197.00	\$197.00
	1 TON	62.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$185.00	\$185.00
	1 TON	62.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$195.00	\$195.00
63	1 TON	District 11, Lakeview Maintenance 1269 South "G" Street Lakeview, OR 97630 Contact: Tim Bednar (541)947-2203 Storage Capacity 43 tons Est. Qty. 97 Tons	\$0.00
	1 TON	63.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$198.00	\$198.00
	1 TON	63.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$208.00	\$208.00
	1 TON	63.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$192.00	\$192.00
	1 TON	63.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$202.00	\$202.00
	1 TON	63.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	63.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$200.00	\$200.00
64	1 TON	District 12, Heppner Maintenance 273 Linden Way, Hwy. 207 MP 45 Heppner, OR 97836 Contact: Jim King (541)676-5545 Storage Capacity 54 tons Est. Qty. 114 Tons	\$0.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	64.1 3-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	64.2 3-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$190.00	\$190.00
	1 TON	64.3 6-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$169.00	\$169.00
	1 TON	64.4 6-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$184.00	\$184.00
	1 TON	64.5 15-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	64.6 15-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$182.00	\$182.00
65	1 QUART	District 12, Hermiston Maintenance 1840 South Highway 395 Hermiston, OR 97838 Contact: Fred Hale (541)567-3338 Storage Capacity 114 tons Est. Qty. 413	\$0.00
	1 TON	65.1 3-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$170.00	\$170.00
	1 TON	65.2 3-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$185.00	\$185.00
	1 TON	65.3 6-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$164.00	\$164.00
	1 TON	65.4 6-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$179.00	\$179.00
	1 TON	65.5 15-day Delivery Price for 30 Tons or more of FreezeGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	65.6 15-day Delivery Price for 25-29 Tons of FreezeGard-Zero CI Plus = \$177.00	\$177.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
66	1 TON	District 12, Meacham Maintenance I-84, MP 238 Meacham, OR 97859 Contact: Robert Tolman (541)983-2500 Storage Capacity 54 tons Est. Qty. 881 Tons	\$0.00
	1 TON	66.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$164.00	\$164.00
	1 TON	66.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$179.00	\$179.00
	1 TON	66.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	66.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	66.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	66.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$171.00	\$171.00
67	1 TON	District 12, Mission Sand Shed I-84, Exit 216 South Side Pendleton, OR 97801 Contact:Robin Berheim (541)276-1241 Storage Capacity 119 tons Est. Qty. 443 Tons	\$167.00
	1 TON	67.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	67.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	67.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	67.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$176.00	\$176.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	67.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	67.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$174.00	\$174.00
68	1 TON	District 12, Poverty Flats Maintenance I-84, Exit 224 Poverty Flats, OR Contact: Robert Tolman (541)983-2500 Storage Capacity 54 tons Est. Qty. 458 Tons	\$0.00
	1 TON	68.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$166.00	\$166.00
	1 TON	68.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$181.00	\$181.00
	1 TON	68.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$160.00	\$160.00
	1 TON	68.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$175.00	\$175.00
	1 TON	68.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	68.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$173.00	\$173.00
69	1 TON	District 12, Spray Maintenance Highway 207, MP 93.7 Spray, OR 97874 Contact: Jim King (541)676-5545 or (541)468-2033 Storage Capacity 32 tons Est. Qty. 71 Tons	\$0.00
	1 TON	69.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	69.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$188.00	\$188.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	69.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	69.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	69.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$165.00	\$165.00
	1 TON	69.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
70	1 TON	District 12, Ukiah Maintenance Highway 395 South, MP 49 Ukiah, OR 97880 Contact: Robert Tolman (541)983-2500 Storage Capacity 54 tons Est. Qty. 369 Tons	\$0.00
	1 TON	70.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	70.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$188.00	\$188.00
	1 TON	70.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	70.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$182.00	\$182.00
	1 TON	70.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$165.00	\$165.00
	1 TON	70.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
71	1 TON	District 13, Baker City Maintenance 1050 South Bridge Street Baker City, OR 97814 Contact: Brad Payton (541)523-4566 Storage Capacity 86 tons Est. Qty. 270 Tons	\$0.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
	1 TON	71.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	71.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$171.00	\$171.00
	1 TON	71.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	71.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$165.00	\$165.00
	1 TON	71.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$148.00	\$148.00
	1 TON	71.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
72	1 TON	District 13, Enterprise Maintenance 715 Golf Course Road Enterprise, OR 97828 Contact: Kent Bomberger or Larry Jacobson (541)426-4320 Storage Capacity 37 tons Est. Qty. 204	\$0.00
	1 TON	72.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$169.00	\$169.00
	1 TON	72.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$184.00	\$184.00
	1 TON	72.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	72.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
	1 TON	72.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	72.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$176.00	\$176.00

Award Summary

Dustbusters Enterprises Inc.
Liquid Magnesium Chloride Chemical Deicer

Item #	Quantity / Unit	Description	Unit Cost
73	1 TON	District 13, LaGrande Maintenance 3014 Island Avenue LaGrande, OR 97850 Contact: Larry Warburton (541)963-0168 Storage Capacity 108 tons Est. Qty. 1285	\$0.00
	1 TON	73.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	73.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$176.00	\$176.00
	1 TON	73.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	73.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$170.00	\$170.00
	1 TON	73.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$153.00	\$153.00
	1 TON	73.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$168.00	\$168.00
74	1 TON	District 13, Richland Maintenance 1st & Walnut Street Richland, OR 97870 Contact: Brad Payton (541)893-6143 or (541)523-4566 Storage Capacity 8 tons Est. Qty. 27 Tons	\$0.00
	1 TON	74.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	74.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$171.00	\$171.00
	1 TON	74.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	74.4 6-day Delivery Price for 25-29 Tons of	\$165.00

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Dustbusters Enterprises Inc.
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Item #	Quantity / Unit	Description	Unit Cost
		FreezGard-Zero CI Plus = \$165.00	
	1 TON	74.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$148.00	\$148.00
	1 TON	74.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
75	1 TON	District 14, Basque Maintenance ION Highway US 95 Basque, OR 97910 Contact: Don Robinson (541)586-2930 Storage Capacity 22 tons Est. Qty. 65 Tons	\$0.00
	1 TON	75.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$158.00	\$158.00
	1 TON	75.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$173.00	\$173.00
	1 TON	75.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$152.00	\$152.00
	1 TON	75.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$167.00	\$167.00
	1 TON	75.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	75.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$165.00	\$165.00
76	1 TON	District 14, Burns Maintenance 252 S Date Burns, OR 97720 Contact: Kris Banton (541)573-7350 Storage Capacity 59 tons Est. Qty. 99 Tons	\$0.00
	1 TON	76.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$163.00	\$163.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	76.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$178.00	\$178.00
	1 TON	76.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$157.00	\$157.00
	1 TON	76.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$172.00	\$172.00
	1 TON	76.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	76.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$170.00	\$170.00
77	1 TON	District 14, Canyon city Maintenance 315 North Canyon Boulevard Canyon City, OR 97820 Contact: Shane Giffin (541)575-0749 Storage Capacity 22 tons Est. Qty. 87 Tons	\$0.00
	1 TON	77.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$165.00	\$165.00
	1 TON	77.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$180.00	\$180.00
	1 TON	77.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$159.00	\$159.00
	1 TON	77.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$174.00	\$174.00
	1 TON	77.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$172.00	\$172.00
	1 TON	77.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$172.00	\$172.00
78	1 TON	District 14, Jordan Valley Maintenance 701 Bassett Street Jordan Valley, OR 97910	\$0.00

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Item #	Quantity / Unit	Description	Unit Cost
		Contact: Don Robinson (541)586-2343 Storage Capacity 43 tons Est. Qty. 130 Tons	
	1 TON	78.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	78.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$171.00	\$171.00
	1 TON	78.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$150.00	\$150.00
	1 TON	78.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$165.00	\$165.00
	1 TON	78.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$148.00	\$148.00
	1 TON	78.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
79	1 TON	District 14, Juntura Maintenance 5825 Fourth Street Juntura, OR 97911 Contact: Ken Zander (541)277-3561 Storage Capacity 48 tons Est. Qty. 81 Tons	\$0.00
	1 TON	79.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$161.00	\$161.00
	1 TON	79.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$176.00	\$176.00
	1 TON	79.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$155.00	\$155.00
	1 TON	79.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$170.00	\$170.00
	1 TON	79.5 15-day Delivery Price for 30 Tons or more of	\$153.00

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Item #	Quantity / Unit	Description	Unit Cost
		FreezGard-Zero CI Plus = \$153.00	
	1 TON	79.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$168.00	\$168.00
80	1 TON	District 14, Ontario Maintenance 1508 East Idaho Avenue Ontario, OR 97914 Contact: Norm Collins or Doug Deardorff (541)889-6618 Storage Capacity 54 tons Est. Qty. 270 Tons	\$0.00
	1 TON	80.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$147.00	\$147.00
	1 TON	80.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$162.00	\$162.00
	1 TON	80.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$141.00	\$141.00
	1 TON	80.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$156.00	\$156.00
	1 TON	80.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$139.00	\$139.00
	1 TON	80.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$154.00	\$154.00
81	1 TON	District 14, Vale Maintenance 1077 Barclay Drive Vale, OR 97918 Contact: Norm Collins or Jim Parsons (541)889-6618 or (541)473-3433 Storage Capacity 22 tons Est. Qty. 108 Tons	\$0.00
	1 TON	81.1 3-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$154.00	\$154.00
	1 TON	81.2 3-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$169.00	\$169.00

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Item #	Quantity / Unit	Description	Unit Cost
	1 TON	81.3 6-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$148.00	\$148.00
	1 TON	81.4 6-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$163.00	\$163.00
	1 TON	81.5 15-day Delivery Price for 30 Tons or more of FreezGard-Zero CI Plus = \$146.00	\$146.00
	1 TON	81.6 15-day Delivery Price for 25-29 Tons of FreezGard-Zero CI Plus = \$161.00	\$161.00
82	1 EACH	Deicer Training: Each Session will be four(4) hours in duration. \$1,500.00	\$1,500.00
Mandatory or Convenience		Renewal Option	Contract Value
Mandatory		Annual renewal option up to 5 year maximum term.	\$3,000,000.00
Minimum Order			
Ton			
Return Policy			
See ITB Section 4			
Warranty			
See PA Section 3.8			
Best Value Analysis			
Freight/Surcharge			

PRICE AGREEMENT # 7574 SUMMARY

1.0 DEFINITIONS

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

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

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

1.3 "DAS SPO" means the State of Oregon acting by and through its Department of Administrative Services, State Procurement Office.

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

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6 and 7.

1.5 "F.O.B." means has the meaning found in ORS 72.3190.

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

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

1.8 "Participants" means members of ORCPP.

1.9 "Price Agreement" means this agreement between the Contractor and DAS SPO under which the Contractor agrees to hold prices, terms and conditions firm for a specified period of time for the benefit of Authorized Purchasers with no guarantee of a minimum or maximum purchase.

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

1.11 "Services" means the services, if any, described in Sections 4, 6 and 7 to be performed by Contractor under the Contract that are incidental to the purchase of Goods.

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

1.13 "State" means the State of Oregon.

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

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

2.0 PRICE AGREEMENT TERMS AND CONDITIONS

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

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

2.2 Fixed Terms, Conditions and Prices. (1) A Price Agreement constitutes a firm offer by the Contractor regardless of whether any order or purchase has been made or any performance has been tendered under the Price Agreement. A Price Agreement is enforceable for the period stated in the Price Agreement and, notwithstanding ORS 72.2050, obligations there under are not revocable by the Contractor ORS 279B.140.

2.3 TERM OF PRICE AGREEMENT: The initial Price Agreement Term shall begin on the date that DAS SPO signs the Price Agreement and end on July 31, 2008. DAS SPO may extend the term of the Price Agreement for additional periods, in one (1) year increments, not to exceed a cumulative total of five (5) years, unless terminated earlier in accordance with the termination provisions set forth herein.

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

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terminated.

2.4.2 PRICE ADJUSTMENT:

BASIS FOR PRICE DECREASE OR INCREASE. Price Agreement prices are firm for the initial term of the Price Agreement and renewal terms unless modified at renewal of the Price Agreement. If Contractor's renewal consent is contingent upon a price decrease or increase, Contractor shall so signify on the Renewal Notice, and shall sign and return it to DAS SPO, together with cost and price documentation supporting the requested decrease or increase, within the time period specified. DAS SPO in its sole discretion may grant a price decrease or increase for a renewal term of the Price Agreement as follows:

a. Deicer: Section 7 pricing for the Category 1 product group specified in this ITB may be adjusted at the renewal date based on the change in the value of the U.S. Department of Labor; Bureau of Labor Statistics; Producer Price Index; item: Liquid Magnesium Chloride Chemical Deicer - (series Id: PCU325188325188H).

The method of price adjustment will be to review the most recent non-preliminary index available on the first day of the month immediately preceding the renewal date. The change in the index rate will determine the change in prices for the following renewal period. The website for the producer price index is <http://data.bls.gov/cgi-bin/srgate>. The non-preliminary index for PCU325188325188H was 183.6 in June 2007 as used in the example below.

For EXAMPLE, see the sample calculation below for (series Id: PCU325188325188H).

If the index on June 1, 2007 is 183.6
The calculation would be 183.6
Less the preceding index of 169.6
Equals a change of 14
Or a percentage change of $14 / 183.6 = .0762527$ (7.63%)

The percentage change (based on the example above) if approved would be an increase of 7.63% for the renewal period.

b. Fuel: DAS SPO may grant Contractor's written request for an increase in per-ton Goods price based on fuel price increases at a renewal date. The OPIS price in effect on the execution date of the Price Agreement will be considered the Base Fuel Price (BFP). If fuel prices escalate ten percent (10%) or more from the BFP Contractor may submit a written request and supporting documentation to DAS SPO for an increase. Contractor's request must include the current price per ton delivered, percentage of Goods price allocated for fuel, percentage of requested increase and proposed price per ton delivered.

The OPIS Fuel Pricing Index will be used to verify Contractor's request for increase. The Index can be accessed website at:
http://www.oregon.gov/DAS/SSD/SPO/docs/Wholesale_Racks.pdf. Verifiable changes in the Index will determine the change in prices for the following period. DAS SPO reserves the right to allow or disallow any increase upon failure of Contractor to supply appropriate supporting documentation."

c. Other: Upon Contractor's written request, at each renewal, DAS SPO may consider other price increases based on additional factors. It is Contractor's responsibility to provide a detailed explanation and verifiable supporting documentation for DAS-SPO to make a determination as to the validity of the request. DAS SPO has the sole discretion to make the final determination as to whether other price increases will be granted."

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

2.6 TERMINATION.

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

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

2.6.3 DAS SPO may terminate the Price Agreement if Contractor is in default under any

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Contract.

2.6.4 PURCHASE ORDERS: Contractor shall only accept purchase orders that:

- (a) contain the mandatory purchase order language set forth in Section 2.6.6, below, except that for Authorized Agencies, Contractor shall only accept purchase orders that comply with Section 2.6.5, below;
- (b) specify the quantity of Goods ordered;
- (c) specify a delivery schedule, if any;
- (d) specify delivery location;
- (e) specify invoicing address; and
- (f) specify Authorized Purchaser's authorized representative ("Purchase Order").

Contractor shall only accept Purchase Orders that do not vary, amend, modify, or add Contract provisions other than changes to the Authorized Purchaser's authorized representative, identification of Goods and order quantities, optional Services, equipment and accessories offered under the terms of the Price Agreement, delivery schedules in accordance with the terms of the Price Agreement, delivery destination and invoicing address. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts.

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

2.6.6 MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO STATE OF OREGON SOLICITATION #102-1122-07R AND PRICE AGREEMENT # _____ (ORDERING ORGANIZATION WILL INSERT PRICE AGREEMENT #). THE PRICE AGREEMENT INCLUDING CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

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

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

2.7 RESERVED

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

2.9 VERIFICATION OF PARTICIPANT AUTHORITY:

2.9.1 ORCPP: ORCPP Participants can be verified on the DAS SPO website:

(A) Worldwide Web: <http://procurement.oregon.gov>.

(B) Procurement Centers (located throughout Oregon). Call (503) 378-4649 for information or to view list of centers identified on DAS SPO Web page.

2.9.2 RESERVED

2.10 VOLUME SALES REPORTS:

2.10.1 CONTENT: Contractor shall furnish to DAS SPO quarterly reports of sales made under

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the Price Agreement. The reports must identify the ITB and Price Agreement number(s), and provide information in the specific categories below:

- 2.10.1(a) Bid item number.
- 2.10.1(b) Customer name of Authorized Purchaser, if applicable.
- 2.10.1(c) Purchase Order number.
- 2.10.1(d) Date ordered.
- 2.10.1(e) Quantity of each Bid item ordered.
- 2.10.1(f) Unit purchase price and extended total for each Bid item ordered.

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

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

2.10.4 ALL REPORT COPIES: Contractors shall supply reports in a format approved by both parties. Reports on 3.5 inch diskette are preferred however, hard copy reports are acceptable. The following format examples are preferred for sales information reports

- 1. Excel Spreadsheet
- 2. MS Word

All other report formats must be approved and agreed upon by Price Agreement Administrator and Contractor before submission of the first report

2.11 ADMINISTRATIVE FEES AND VOLUME SALES REPORTS:

2.11.1 Reserved.

2.11.2 ACCOUNTING AND REQUIRED REPORTS: Contractor shall submit a Volume Sales Report no later than fifteen (15) calendar days from the end of each calendar quarter, which contains: (i) complete and accurate details of the Net Receipts for the relevant quarterly period; and (ii) such other information as DAS SPO may reasonably request. Contractor shall send a Volume Sales Report each quarter, whether or not there are reportable sales. For the purposes of this Price Agreement, quarters end March 31, June 30, September 30, and December 31.

2.11.3 VOLUME SALES REPORT (VSR) INFORMATION. Contractor shall provide the following information on the VSR:

- 2.11.3.1 ITB item number,
- 2.11.3.2 Recycled/non-recycled content,
- 2.11.3.3 Customer name. Separately identify Authorized Agencies, Independent Agencies and ORCPP participants.

2.11.4 VOLUME SALES REPORT FORMAT: Contractor shall provide Report(s) in a format approved by DAS SPO. Reports on 3.5 inch diskette or by e-mail are preferred; however, hard copy reports are acceptable. The following format examples are preferred for VSR:

- 2.11.4.1. Excel Spreadsheet
- 2.11.4.2. MSWord
- 2.11.4.3. All other report formats must be approved by the DAS SPO Contract Administrator in writing prior to submission of the first report.

2.11.5 REPORT RECEIPT AND ACCEPTANCE: The DAS SPO's receipt or acceptance of any of the reports furnished pursuant to this Price Agreement, or any sums paid hereunder, shall not preclude DAS SPO from challenging the validity thereof at any time.

2.11.6 DAS SPO RESERVES THE RIGHT TO TERMINATE THIS PRICE AGREEMENT IF VOLUME SALES REPORTS ARE NOT RECEIVED AS SCHEDULED.

2.11.7 Reserved

2.11.8 Reserved

2.11.9. AUDIT: DAS SPO, at its own expense shall have the right during regular business

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hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records and other pertinent data, to determine and verify the figures reported in any Administrative Reports furnished by Contractor.

3.0 STANDARD CONTRACT TERMS AND CONDITIONS

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

3.2 PAYMENT: Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under the Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THE CONTRACT. Payment is due by Authorized Purchaser within thirty (30) days after the date of the invoice pursuant to ORS 293.462.

3.3 OVERDUE CHARGES: At Contractor's option, it may assess overdue account charges to Authorized Purchaser, in accordance with the provisions of ORS 293.462(3), up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with the provision of ORS 293.462(4).

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

3.5 INVOICES: Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices must be sent to the Delivery Destination specified in Section 4, or to a different address as may be provided by Authorized Purchaser. Contractor shall include in its invoice the ITB#, Contract #, if any, Goods ordered and volume or quantity of Goods delivered, the price per item or quantity of Goods, the total amount due, and address to which payment is to be sent.

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

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

3.6.2 Section 3.6.1 does not apply to donations of Goods to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of section 3.6.1.

3.7 Reserved.

3.8 REPRESENTATIONS; WARRANTIES:

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

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

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

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

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

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

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

3.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

3.9.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. If Authorized Purchaser is an Authorized Agency or an Independent Agency, the Authorized Purchaser's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, as applicable, which are incorporated by reference herein.

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

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

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

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

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

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

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

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

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

3.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

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

3.16.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no State or federal rules or regulations of would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265.

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

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3.17 INDEMNIFICATION:

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

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

3.18 EVENTS OF DEFAULT.

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

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

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

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

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

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

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

3.19 REMEDIES

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

3.19.1.1 Termination of this Contract under Section 3.21;

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

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

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

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

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

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

3.21 TERMINATION:

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

3.21.2 AUTHORIZED PURCHASER:

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

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

3.21.3 CONTRACTOR'. Contractor may terminate the Contract immediately upon notice to

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

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

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

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

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

3.26 VENUE; CONSENT TO JURISDICTION:

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

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

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

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Contract.

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

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

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

SECTION 4 - SPECIAL CONTRACT TERMS AND CONDITIONS:

4.1 CONTRACTOR HELP DESK. Between 7:00 AM and 5:00 PM Pacific Time, Monday to Friday, Contractor shall provide at no additional cost to Authorized Purchaser one or more qualified persons to respond to Authorized Purchaser inquiries and consult with the Authorized Purchaser about performance of the Goods. Contractor shall respond to telephone or e-mail inquiries from Authorized Purchasers. Contractor shall also provide a service which Authorized Purchaser may use to leave a message for Contractor outside of the hours listed here.

4.2 CONTRACTOR TRAINING AVAILABILITY: Contractor shall provide technical assistance and information on the Goods, proper applications for different roadway and weather conditions, understanding of how the Goods work, and other pertinent topics that may be requested for the Authorized Purchaser deicer training classes typically held in October and November.

4.2.1 Contractor shall provide training as reasonably requested by Authorized Purchaser at dates, times and locations mutually agreed upon by an Authorized Purchaser and Contractor.

4.2.2 Contractor shall use only training materials approved in advance by Authorized Purchaser for each session. Contractor shall allow reproduction by Authorized Purchasers of all materials and handouts furnished to training participants.

4.2.3 Authorized Purchasers' requests for training may include but are not limited to the following subjects:

- Concepts of anti-icing, de-icing, pre-wetting,
- Stockpile treatments,
- Storage and circulation issues,
- Receiving shipments,
- Sampling procedures,
- Understanding the eutectic temperature chart and how it is used in regards to chemical deicers,
- Overview of the Specifications,
- Realistic expectation of the Goods.

4.3 NON-INTERFERENCE WITH WORK SITE: Contractor shall perform its work activities in such a manner that it will not interfere with the work activities of Authorized Purchaser at the facility where delivery is made. Contractor shall not block access to the facility, and shall maintain a safe passage for Authorized Purchaser activities.

4.4 DELIVERY LOCATIONS: Authorized Purchasers may issue a Purchase Order for delivery locations other than those listed in Section 7 at any time during the term of this Price

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Agreement. Contractor shall provide Goods to an Authorized Purchaser's location within 25 miles at the same price as the nearest location listed in Section 7.

If an Authorized Purchaser requires delivery to a new location that is farther than 25 miles from an already listed location, Contractor shall charge the amount for the nearest location already listed in Section 7 and, notwithstanding the limit on charges in Section 2.11.1, Contractor may charge a reasonable transport fee as agreed upon by Authorized

Purchaser and Contractor in the Purchase Order for the distance in miles traveled beyond the 25 mile radius from the nearest location listed in Section 7 to the new location.

4.5 Reserved

4.6 PRODUCT REJECTION AND PRICE ADJUSTMENTS: Authorized Purchaser may elect to reject Goods that do not comply with the Specifications, or, Authorized Purchaser may elect to accept the non-complying Goods and pay the Contractor an adjusted price.

4.6.1 Rejected Goods. If an Authorized Purchaser rejects the Goods, Contractor shall at Contractor's sole expense remove and replace any Goods that are rejected with product that meets the material Specifications, at no additional cost to Authorized Purchaser, including handling and transportation charges. Removal includes the removal of any material contaminated by the rejected Goods. Authorized Purchaser's personnel will establish the amount of material contaminated.

4.6.2 Testing; Price Adjustment. Authorized Purchaser may in its discretion and at no charge to Contractor test Goods for compliance to the Specifications described in Section 6 and compliance to the 2006 Pacific Northwest Snowfighters Snow and Ice Control Chemical Products specifications for Category 1 (Corrosion Inhibited Liquid Magnesium Chloride). For any test of Goods for compliance, Authorized Purchaser will use PNS test protocols for Category 1 products.

a. Magnesium Chloride Concentration Levels: Tests of field samples taken of the delivered Goods for the appropriate Magnesium Chloride concentration will be performed according to Test Method 1 of the Specifications for Category 1 products established by PNS. The test results will be compared to Contractor's quoted concentration (BQC) of the product. Any element or compound that is not specific to the product bid will not count towards (BQC). For example, if a sample is submitted under Category I - Magnesium Chloride, credit will be given for Magnesium Chloride content only. No credit shall be given for trace materials such as Calcium Chloride, Sodium Chloride, etc. The percent values indicated below are percent concentrations of magnesium, not percentage of the BQC.

Contractor shall adjust prices for Goods verifiably noncompliant with the Bidder Quoted Concentration (BQC) Concentration Ranges as follows:

BQC less 1.0% but in no case below the minimum QPL concentration limit---- No price adjustment

BQC less 1.1% or greater but in no case below the minimum QPL concentration limit - 35%

Price Adjustments for chemical products below the minimum QPL concentration are as follows:

Concentration Ranges

24.0% to 24.9% ----- 50%

Less Than 24.0% -----100%

NOTE: In the case of a storm event, the purchaser reserves the right to accept and use any concentration of product delivered and apply price adjustments as defined.

b. Failure of Goods to meet specifications. Delivered Goods that separate or segregate, or otherwise fail to meet or exceed any of the PNS specifications and requirements, other than the BQC, are subject to a 5% reduction in the delivered price.

c. Notification to Contractor. Authorized Purchaser shall notify Contractor in writing, by mail, email or fax, within 120 calendar days of delivery date if any Goods fail to meet specifications. Notice of price reduction will include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable Specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise

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nonconformance based on laboratory testing. Price reductions for failure to meet specifications may either be made by invoice to Contractor by Authorized Purchaser, or credit on a future invoice from Contractor, as agreed to by Authorized Purchaser and Contractor.

4.6.3 Default. Authorized Purchaser may terminate the Contract if PNS for any reason disqualifies the Goods from the QPL. In addition to instances of default in Section 3.18.1, Contractor shall be in default under this Contract for delivery of any Goods disqualified from the PNS QPL.

4.7 Reserved

4.8 ORDERS, DELIVERIES:

4.8.1 Authorized Purchasers shall place all orders by fax or e-mail. The official order date is the date of the fax or e-mail transmittal if placed with Contractor at or before 2:00 P.M. (all order times reflect Contractor's time) during business days (Monday through Friday, 8 A.M. to 5 P.M., excluding holidays), and the next business day if placed with Contractor after 2:00 P.M. See Tables A and B below for examples. The official order date is the date used to determine required delivery dates and price adjustments.

4.8.2 Within two (2) business hours of placement of an order, Contractor shall fax or e-mail back to the Authorized Purchaser a confirmation of receipt and the order delivery date and the delivery quantity. (For orders placed after 2:00 P.M., "within two (2) business hours" means by 10:00 A.M. the following business day.) If the Contractor does not furnish the Authorized Purchaser an order confirmation within two (2) business hours, or confirmation provided by the Contractor states a delivery date past the required delivery date, the Authorized Purchaser reserves the right to cancel and order from another supplier. The Authorized Purchaser must notify Contractor by fax or e-mail in the event of an order cancellation. Authorized Purchaser must send notice of cancellation no later than one (1) business day after either 1) receipt of confirmation if delivery date is past the required delivery date or 2) confirmation due date if no confirmation was received.

4.8.3 Contractor shall make all deliveries to the Authorized Purchaser contact person listed on the Purchase Order or to that contact person's delegate. The Authorized Purchaser contact person or the Authorized Purchaser delegate shall be at the delivery location at time of delivery for deicer sampling and to sign off on receiving the delivery.

4.8.4 Contractor shall make deliveries Monday through Friday, excluding holidays, between the hours of 8:00 A.M. and 4:00 P.M. at delivery location time zones, unless the Authorized Purchaser requests weekend or holiday delivery on the Purchase Order. Authorized Purchaser may only request weekend or holiday delivery during peak season. If Contractor changes the scheduled delivery date from the delivery date stated on the order confirmation, Contractor must provide a minimum 24 hours notice prior to delivery of the new delivery date and time, unless otherwise requested or agreed to by the Authorized Purchaser. Failure by Contractor to provide the required notification of a change in delivery schedule may result in a 5% price reduction at the Authorized Purchasers discretion.

4.8.5 Split Loads: Any time a Purchaser Order directs that a load be split between more than one delivery location, Contractor shall charge no more than \$100.00 as a drop fee charged to each location following the first delivery. Contractor shall confirm any drop shipment fees in its order confirmation.

4.8.6 Peak Season: The peak season is between October 1st and April 15th. For purposes of determining required delivery dates and late delivery price reductions, "Day" is defined to mean 1) business day if order does not specifically request weekend or holiday delivery or 2) calendar day if order specifically requests weekend or holiday delivery. During peak season, Contractor shall deliver in three (3) Days or less from official order date on orders designated as "3-day delivery." Contractor shall deliver in six (6) Days or less from official order date on orders designated as "6-day delivery."

4.8.7 Off Season: Contractor shall deliver in fifteen (15) Days or less from official order date on orders placed with the Contractor during the off season between April 16 and September 30. (Note: Authorized Purchaser may not request weekend or holiday delivery during off season, so off season delivery requirement is fifteen (15) business days.)

4.8.8 If Contractor fails to deliver within the time period required, a 5% price reduction per Day will be assessed for each Day of delay. The 5% price reduction starts on Day 4 for "3-day orders", starts on Day 7 for "6-day orders", and starts on Day 16 for orders

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placed during off season. The 5% price reduction per late Day includes the Day delivery is made. Consistently late deliveries may result in contract termination.

4.8.9 During the peak season, when orders larger than 50 tons (2 loads) per location are placed, 50 tons of that order must be delivered within the 3-day or 6-day time period. If the Contractor can not deliver the entire order at once, the balance must be delivered the next Day. If the entire balance is not delivered the next Day, price reductions in section 4.8.8 apply each Day for any remaining balance until the order is fulfilled.

Table A below includes two (2) examples for 3-day delivery. EXAMPLE 1 from the week of November 19-25, 2007 (Thanksgiving week) and EXAMPLE 2 a non-holiday week, December 3-9, 2007.

Table A
EXAMPLE 1: Holiday Week

Week	Order day/time (Also the official order date)	Confirmation due Order due if weekend/holiday delivery not requested	Order due if weekend/holiday delivery requested
Nov 19-25	Monday 2:30 pm	Tuesday 10:00 am	Friday Monday
Nov 19-25	Monday 11:00 am	Monday 1:00 pm	Thursday Friday
Nov 19-25	Wednesday 8:00 am	Wednesday 10:00 am	Saturday Tuesday
Nov 19-25	Wednesday 4:00 pm	Friday 10:00 am	Monday Wednesday

EXAMPLE 2: Non-Holiday Week

Dec 3-9	Tuesday 9:00 am	Tuesday 11:00 am	Friday Friday
Dec 3-9	Tuesday 2:00 pm	Tuesday 4:00 pm	Friday Friday
Dec 3-9	Thursday 7:35 am	Thursday 10:00 am	Sunday Tuesday
Dec 3-9	Friday 3:00 pm	Monday 10:00 am	Thursday Thursday

Table B below includes two (2) examples for 6-day delivery. EXAMPLE 1 from the week of November 19-25, 2007 (Thanksgiving week) and EXAMPLE 2 a non-holiday week, December 3-9, 2007.

Table B
EXAMPLE 1: Holiday Week

Week	Order day/time (Also the official order date)	Confirmation due Order due if weekend/holiday delivery not requested	Order due if weekend/holiday delivery requested
Nov 19-25	Monday 2:30 pm	Tuesday 10:00 am	Monday Thursday
Nov 19-25	Monday 11:00 am	Monday 1:00 pm	Sunday Wednesday
Nov 19-25	Wednesday 8:00 am	Wednesday 10:00 am	Tuesday Friday
Nov 19-25	Wednesday 4:00 pm	Friday 10:00 am	Thursday Monday

EXAMPLE 2: Non-Holiday Week

Dec 3-9	Tuesday 9:00 am	Tuesday 11:00 am	Monday Wednesday
Dec 3-9	Tuesday 2:00 pm	Tuesday 4:00 pm	Monday Wednesday
Dec 3-9	Thursday 7:35 am	Thursday 10:00 am	Wednesday Friday
Dec 3-9	Friday 3:00 pm	Monday 10:00 am	Sunday Tuesday

4.8.10 Authorized Purchaser may deduct from Contractor's invoice amounts as specified in this Agreement for improper notification or late delivery. Authorized Purchaser will provide, with payment, documentation that identifies order date, order confirmation, date of delivery, or other information that documents the amount deducted.

4.8.11 Contractor shall within seven (7) calendar days of receipt of payment from Authorized Purchaser, address with the respective Authorized Purchaser representative any claims that late deliveries or improper notification resulting in price reductions were due to uncontrollable circumstances on the part of the Contractor. The decision of the Authorized Purchaser representative to accept or to deny the claim will be final and in the best interest of the Authorized Purchaser.

4.8.12 Contractor is responsible for all necessary equipment to transfer Goods to a storage tank fitted with a three-inch male pipe fitting. Authorized Purchaser is responsible for providing a storage tank fitted for delivery of the Goods.

4.8.13 The Contractor is responsible for all Goods it brings onto an Authorized Purchaser maintenance site until the delivery is complete. Contractor shall be prepared for spills

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typically associated with its delivery equipment, and must utilize proper equipment to prevent spills during delivery to the Authorized Purchaser (such as the use of drip buckets under hose fittings). Contractor shall promptly clean up all spills and leaks of five (5) gallons or greater. Contractor shall use wheel chocks, other physical barrier or warning system to prevent truck departure prior to complete disconnection of flexible or fixed deicer transfer lines. Contractor shall inspect its vehicles prior to departure for discharges from the lowermost drain and all outlets of such vehicles. Contractor shall store and handle Goods in a manner to prevent spills. If any deicer is released during the delivery, the Contractor shall:

- (1) immediately stop the release,
- (2) immediately report the release to the Authorized Purchaser representative or the representative's designee,
- (3) proceed to correct the cause of the spill and take steps to prevent recurrence and
- (4) ensure that cleanup of any deicer spill of five (5) gallons or greater proceeds in a timely and diligent manner.

If such remediation measures are not undertaken immediately, Authorized Purchaser reserves the right to take cleanup measures it deems necessary to return the impacted area to its original condition and the Contractor shall be liable for all related costs, including mitigation costs and any litigation costs incurred to recover such costs.

4.8.14 Contractor shall provide an anti-foaming agent, at no additional charge to the Authorized Purchaser, to control foaming during loading, unloading, and agitation of Goods.

4.8.15 Contractor shall be responsible for all liabilities associated with Goods that are delivered or applied, which are found to be contaminated and are cause for environmental concerns, including without limitation all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside. Contractor shall be responsible for any unanticipated extraordinary damages to Authorized Purchaser equipment used in the storage or distribution of the Goods.

4.8.16 If Contractor is unable to meet a scheduled delivery date, the right is reserved to Authorized Purchaser to pick up, load, and transport Goods from the Contractor's storage location if agreed to with Contractor. If Authorized Purchaser obtains Goods in this manner, the cost to Authorized Purchaser for the Goods will be 25% less than the delivered price to the Authorized Purchaser's location. In the case of dire weather circumstances, in the best interest of public safety, if Authorized Purchaser requires Goods sooner than a 3-day time period, Authorized Purchaser may pick up, load, and transport Goods from the Contractor's storage location at the same price as the delivered price. This option is intended only for the most severe and immediate weather circumstances. If Contractor does not have Goods available for pick up, Authorized Purchaser reserves the right to order from another supplier.

4.9 INVOICING: The bill of lading for each shipment must contain the following information:

- a. Name of product.
- b. Supplier and manufacturer of product.
- c. Delivery Destination.
- d. Total number of units being delivered (Both in Tons and Gallons).
- e. Total weight of delivery using a certified scale ticket or certified flow meter. As an option on liquid deliveries only, the Contractor can use a legibly printed certified ticket from a flow meter that has been tested and certified by an approved PNS member's agency of Weight and Measures. The certification of the meter shall not be older than one year. Any PNS member can request that the meter be retested and certified again during the delivery year if the data from the meter is in question. This retesting and certification shall be done at no extra charge to the PNS member. Reciprocity among the PNS members for meter calibration may be employed. The PNS member may at any time choose to spot check a delivery of liquid product by having the load weighed on certified scales before and after delivery to insure the accuracy of the flow meter. No additional cost will be charged to the PNS member for spot-checking deliveries of liquid products.
- f. Lot Number for the Goods being delivered. The Lot Number is a specific number assigned to that particular product as delivered. This number must be denoted as the "LOT NUMBER" on the bill of lading and shall be clearly legible. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch. Failure to have a defined LOT NUMBER that appears on the Bill of Lading is grounds for rejection of the load.
- g. Transport information--Name of transporting company, tank, trailer or rail car number, point and date of origin.

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- h. For liquid products include the Contractor Quoted Concentration and Specific Gravity.
- i. Each shipment shall be accompanied by a current and clearly legible MSDS.
- j. Authorized Purchaser will not process invoices for payment until Contractor has met all requirements under this section. Contractor shall include the following in each invoice:

- 1. A copy of the original bill of lading.
- 2. Contract unit of measure.
- 3. Total number of units delivered.
- 4. Contract unit price for product delivered.
- 5. Total price for units delivered.

4.10 HAZARD COMMUNICATION: Contractor shall label, tag or mark all products which contain hazardous chemicals, as defined by Oregon Administrative Rules Chapter 437, with the following information:

- a. Identity of the hazardous chemical(s);
- b. Appropriate hazard warning; and
- c. Name and address of the chemical manufacturer, importer or other responsible party.

4.11 CATALOGS and PRICE LISTS: Contractor shall, upon request by Authorized Purchaser, provide manufacturer's catalogs and price lists for Goods. Contractor shall update the material as necessary to keep it current throughout the term of the contract.

SECTION 5 - INSURANCE REQUIREMENTS

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

5.2 COMMERCIAL GENERAL LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the DAS SPO. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$ 1,000,000.00. Each annual aggregate limit shall not be less than \$1,000,000.00.

5.3 AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00.

5.4 EMPLOYERS' LIABILITY. If Contractor is a subject employer, as defined in ORS 656.023, with regard to work under the Contract, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000.00 and annual aggregate limits of not less than \$1 million.

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

5.6 Reserved

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

5.8 "TAIL" COVERAGE: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion.

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Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

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

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

SECTION 6 SPECIFICATIONS

6.1 GENERAL PROVISIONS:

6.1.1 SILENCE OF SPECIFICATIONS: The apparent silence of the Specifications and any supplemental Specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, a Offeror shall seek a formal request for change, as set forth in section C.5.4. Failure to make such a request is at Contractor's risk, and the Offeror awarded a Contract shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification for which change should reasonably have been sought.

6.1.2 ADHERENCE TO THE SPECIFICATIONS. Deviations discovered after purchase shall be corrected at no cost to the Authorized Purchaser.

6.2 DELIVERY: See Section 4.

6.2.1 DELIVERY DATE: See Section 4.

6.3 TRAINING: See Section 4.

6.4 TECHNICAL SPECIFICATIONS: The technical specifications for the Goods are those for liquid magnesium chloride chemical deicer products listed on the 2006 Pacific Northwest Snowfighters (PNS) Qualified Products List (QPL), Category 1 (Corrosion Inhibited Liquid Magnesium Chloride). The Specifications include PNS general specifications and the PNS chemical product category 1 for corrosion inhibited liquid magnesium chloride deicer specifications and the PNS test method A concentration percentage of active ingredient in liquid chemical product. The list and most current specifications are available on the PNS web site at: <http://www.wsdot.wa.gov/partners/pns/>. During the term of the Price Agreement Contractor shall provide Goods offered in Section 7 that meet the specifications on the detailed product sheet for the named product on the QPL list at the effective date of this Price Agreement.

7.0 Pricing - see Items 1 - 82 above.