

**El Dorado Irrigation District
2890 Mosquito Rd.
Placerville, CA
95667**

Request For Bids

To:

RFB # 09-008

Notice is hereby given that sealed bids will be received at the El Dorado Irrigation District until 3:00 PM local time, at which time they will be publicly opened and read for furnishing and delivering:

One (1) Compact Excavator

Submittal Deadline: June 29, 2009, 3:00 pm local time

Edward Ruiz, Buyer III

Telephone: (530) 642-4125

Fax: (530) 642-4525

E:mail: eruib@eid.org

INSTRUCTIONS TO BIDDER

BID DEADLINE

The receiving time in the Customer Service Lobby (the **Receiving Office**), will be the governing time for acceptability of bids. El Dorado Irrigation District (District) will not accept bids by telephone, email, or facsimile machine. All bids must bear original signatures and figures.

Bidder is responsible for dispatching its sealed bid sufficiently early to reach the **Receiving Office** before the **Submittal Deadline**. The **Receiving Office** will not accept bids received after the Bid Submittal Deadline.

BID DELIVERY

Bidder must deliver its sealed bid by the **Submittal Deadline** to the **Receiving Office**:

El Dorado Irrigation District
Customer Service Lobby
2890 Mosquito Rd
Placerville, CA 95667

If the Bidder uses an overnight mailing service or similar delivery service to submit a bid, the bid must be in a separate sealed envelope inside the mailing or delivery service envelope.

Bidder must label both the exterior and interior envelopes with the Bid Number, Submittal Deadline, and Attention: Edward Ruiz.

***DO NOT** use a mailing or delivery service envelope as the means to seal a bid. The District is not responsible for bids that are unidentified and opened before the deadline. They will be automatically rejected.*

BID FORMS

Bidder must submit its bid using forms supplied by the District. Bidder may request/obtain forms at:

Telephone: (530) 642-4125
Facsimile: (530) 642-4525
Internet: www.eid.org /Projects and Contracts

BID OPENING AND BID RESULTS

The Receiving Office will publicly open the bids. The District invites and encourages all bidders and other interested parties to attend the bid opening. Shortly after the bid opening, the District will provide copies of a brief tabulation of bid results.

BID WITHDRAWAL

Bidder may withdraw its bid by written request to the Receiving Office before the Submittal Deadline. After that time, Bidder may not withdraw its bid for a period of ninety (90) days from the Submittal Deadline.

INFORMED BIDDERS

Before submitting its bid, Bidder must fully inform itself of the terms, conditions, and specifications of the items or services required. Failure to do so will be at Bidder's own risk and it cannot secure relief on the plea of error.

LATE BIDS

Bids the Receiving Office does not receive by the Submittal Deadline are late. The Receiving Office will return late bids to the Bidder(s) unopened.

UNIT PRICES & NOTATIONS, MISTAKES, AND CONFLICTS

Prices. Bidder must state prices in units and quote items separately. In cases where it is possible to do so, and beneficial to the District, award(s) may be split to differing Bidders for items solicited in multiples of two or more, or that are specified differently, whether or not the District requests individual total bid price(s) for each item(s). Bidder must write all prices and notations indelibly (i.e., not in pencil or erasable pen).

Mistakes. Bidder may cross through mistakes and make corrections by typing or printing adjacent to the mistakes, and then initial in ink.

Conflicts. Where there are conflicts between unit prices and extended prices, unit prices will govern. Where there are conflicts between words and figures, words will govern.

DISCOUNT PAYMENT TERMS

The District will consider in its award decision, discounts payment terms of twenty (20) days or more from receipt of invoice, provided that bidder clearly indicate such discounts on its Bid Form. Where bidder does not indicate discount payment terms on its bid, the District will take it to mean that Bidder does not offer discount payment terms, and therefore the payment will be considered net 30 days after receipt of invoice.

QUESTION DEADLINE

Bidders shall notify the Receiving Office promptly of any error, omission, or inconsistency that it discovers during its examination of the solicitation. Bidder must make requests for interpretation, correction, or clarification in writing to Edward Ruiz, Buyer III at EID, General Services & Purchasing Office, 2890 Mosquito Road, Placerville, CA 95667, email:eruz@eid.org; fax: (530) 642-4525. ***Requests for interpretation must arrive at least five (5) working days before the Submittal Deadline.*** Because of time constraints and in fairness to all bidders, the Buyer III cannot address requests received within five days of the submittal deadline. The District reserves the right to decline a response to any question if, in the District's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the District will be made available to all Bidders. Bidder should include with its request its company name, address, phone, fax number, email address, and contact person.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS

The District will make clarifications, corrections, or changes, to the solicitation documents by Addendum ***only***. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the solicitation documents. Addendum will be sent to all known solicitation holders. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by the Addendum.

TERMS

The District's acceptance of Bidder's offer shall be limited to the terms herein, including all attachments hereto, unless expressly agreed in writing by the District's authorized representative. Bids offering terms other than those shown herein may be declared non-responsive and may not be considered. By submission of a signed bid, Bidder consents to be bound by all terms and conditions set forth in the pages of this solicitation and all attachments hereto, including without limitation the Purchase Order Terms and Conditions.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS

Bidder hereby agrees that the goods or services offered will meet all the requirements of the specifications or scope of services in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications," which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement may be considered non-responsive. The District reserves the right not to accept any exceptions to the specifications. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement. It is the responsibility of the bidder to obtain all portions of the required specifications, in a timely manner, in the event some or all may be available only by hard copy, to complete and submit an accurate and acceptable bid.

COMPLIANCE WITH LAWS

All bids shall comply with current federal, state, local and other laws relative thereto.

FORMATION OF CONTRACT

Bidder's signed bid and District's written acceptance (via issuance of a Purchase Order) shall constitute a binding contract.

NOMENCLATURES

The terms Successful Bidder, Supplier, Vendor, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation.

REJECTION OF BIDS

The District reserves the right to reject any or all bids or any part of a bid and/or to reissue this solicitation. The District reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the District or any other governmental agency.

SAFETY

All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

TAXES, FEDERAL EXCISE

The El Dorado Irrigation District is exempt from Federal Excise Tax per Title 26 of the United States Code, Internal Revenue Service Code §4221.

WAIVER OF INFORMALITIES

The El Dorado Irrigation District reserves the right to waive informalities, technicalities or any other requirements in this bid.

BID FORM
Bid Number: RFB # 09-008
One (1) Compact Excavator
Submittal Deadline: June 29, 2009, 3:00pm local time

To: El Dorado Irrigation District, 2890 Mosquito Road, Placerville, CA 95667

From: _____

Name of Bidder

Mailing Address

City, State & Zip

The undersigned Bidder agrees to supply One (1) Compact Excavator, the specified item(s), and will accept as full payment therefore the amount shown on the Bid Sheet. Bidder further agrees; in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

BID SELECTION

The award of contract may be made to the bidder whose bid best meets the District's requirements and represents the best value to the District. The District will determine which bid is the best value and whether it is in the interest of the District to accept the bid. The District reserves the right to request additional written or oral information from bidders in order to obtain clarification of their responses. The judgment of the District as to which bid meets the District's requirements and results in the lowest overall cost shall be final.

SIGNATURES

All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

TAXES

Bidders should not show California Sales Tax on their bids. The El Dorado Irrigation District will calculate any appropriate California Sales Tax if applicable, and pay it to Successful Bidder(s) who are California suppliers or out-of-state suppliers who are registered with State of California and who have the appropriate California Seller's Permit. The El Dorado Irrigation District will pay the State Sales Tax directly to the State of California when the Successful Bidder(s) is not registered with the state to collect it.

ADDITIONAL FEES, REGISTRATIONS, & DELIVERY

Bidder is responsible for all fees and costs relating to the transportation of goods, performance of services, required registration, licensing, or other related fees. The bid price must reflect all and any such required costs. Any required licensing and or registration type obligations must be sufficiently completed at the time of delivery so the goods or services can be immediately put to use for their intended purpose. These costs, licensing, or registrations are not limited to hauling, trucking fees, shipping, transportation, drive-time, vehicle or equipment registration fees, special taxes. An exception is made only if costs are clearly required to be listed separately on the Bid Sheet, or if specified differently.

TRADE-IN VEHICLES OR EQUIPMENT

The awarded bidder is solely responsible for the removal of trade-in items from District property. All such items are "as-is" and no guarantees or warranties are available for or offered to the awarded bidder.

SCOPE:

This Specification is intended to describe one (1) each construction compact rubber track excavator with enclosed cab design for operator comfort. **Bidders are required to provide a trade-in allowance for an existing excavator currently owned by the District. Bids that do not offer a trade-in allowance for the District’s current excavator run the risk of having their bid(s) rejected.**

Trade-In Excavator:

John Deere Equipment # 938; Model # 50ZTS; Serial # FF050ZX240319; Year 2003; Usage 3600 hours.

For questions or to view the excavator, please contact:

Don Massey
 Lead Fleet Equipment Mechanic
 530-642-4131
dmassey@eid.org

REQUIREMENTS:

- A. Exceptions or Deviations
Failure on the part of the bidder to comply with the requirements of this specification may subject his / her bid to rejection. Each exception or deviation must be noted on the invitation to Bid along with an appropriate explanation. The burden of proof of bidder’s compliance with this specification rests with the bidder.
- B. General Requirements
The equipment shall be new (unused) current model year production. All equipment indicated as standard in the manufacturer’s published literature shall be included, whether or not it is called for in this specification. Optional equipment necessary to comply with this specification shall also be included.
- C. Specific Minimum Requirements

| General: | Yes | No |
|---|------------|-----------|
| (a) The excavator will be used in elevations up to 9,000 feet and must be able to perform under adverse weather conditions. | ___ | ___ |
| (b) Excavator shall conform to all Federal (OSHA) and California (CAL-OSHA) requirements. | ___ | ___ |
| (c) Excavator shall conform to all California Vehicle / Equipment code requirements. | ___ | ___ |
| (d) Excavator shall conform to all California Emission standards for air quality. | ___ | ___ |

| Weight: | Yes | No |
|---|------------|-----------|
| (a) The operating weight with 6’1’’ arm and counter weight shall not exceed 14,300 lbs. | ___ | ___ |

| Engine: | Yes | No |
|---|------------|-----------|
| (a) The excavator engine power will be rated at no less than 54 hp and be turbo charged. | ___ | ___ |
| (b) Engine displacement shall be no less than 194 cu in (3.2 L) | ___ | ___ |
| (c) Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs. | ___ | ___ |
| (d) The operator will be able to choose an exact engine rpm for operating conditions, using a an electronic rotary dial system or equivalent. | ___ | ___ |
| (e) The engine will have a self-priming pump for quick re-start if it runs out of fuel. | ___ | ___ |
| (f) The fuel filter will have a water separator. | ___ | ___ |
| (g) The engine will be certified to EPA interim Tier 4 emissions. | ___ | ___ |
| (h) Engine air filter shall be dual element dry type, with reset type air restriction indicator and automatic dust ejector. | ___ | ___ |
| (i) Engine shall have separate engine oil cooler. | ___ | ___ |
| (j) Fuel tank capacity shall not be less than 30 US gallons. | ___ | ___ |

| Power Train: | Yes | No |
|---|------------|-----------|
| (a) Two speeds will be standard with auto-shifting when travel motors encounter heavier load. | ___ | ___ |
| (b) In high speed, the machine shall reach 2.8 mph (4.5 km/h) to improve job site maneuverability. | ___ | ___ |
| (c) The swing speed shall be at least 9.5 rpm. | ___ | ___ |
| (d) The two speed propel switch will be located for convenient operation. | ___ | ___ |
| (e) The swing brake shall be automatic, spring applied, hydraulically released and maintenance free. | ___ | ___ |
| (f) The propel brake shall be automatic, spring applied, hydraulically released and maintenance free. | ___ | ___ |
| (g) Power shift transmission shall provide at least two (2) forward and two (2) reverse speeds. | ___ | ___ |
| (h) Heavy Duty integral transmission oil cooler shall be provided as standard equipment. | ___ | ___ |

| Performance Indicators | Yes | No |
|---|------------|-----------|
| (a) Overall transporting length not to exceed 19 feet | ___ | ___ |
| (b) Overall transporting width not to exceed 6 feet 7 inches. | ___ | ___ |
| (c) Overall transporting height not to exceed 8 feet 6 inches | ___ | ___ |
| (d) Digging depth with 6'1" arm shall be no less than 13 feet 6 inches. | ___ | ___ |
| (e) Maximum digging reach not to be less than 21 feet. | ___ | ___ |
| (f) Maximum dumping height not to be less than 14 feet. | ___ | ___ |

| | Yes | No |
|---|------------|-----------|
| (g) Bucket breakout force shall be no less than 9217 lbs. | ___ | ___ |
| (h) Arm breakout force shall be no less than 6969 lbs. | ___ | ___ |
| (i) Ground clearance under the excavator shall be at least 12 inches. | ___ | ___ |
| (j) All service checks shall be easily accessible without using tools to open covers. | ___ | ___ |
| (k) The floor can be tilted for easy, quick servicing without disconnecting hoses or draining fluid. Jack will be provided. | ___ | ___ |
| Undercarriage: | Yes | No |
| (a) Track type shall be high density rubber belt type | ___ | ___ |
| (b) The steel core will have curved ends to protect the rubber shoe edge from damage even when riding on curbs. | ___ | ___ |
| (c) Track shall supply a 16 in width foot print. Track ground contact with rubber track shall be no less than 6 feet 6 inches. ***Two (2) matching spare tracks shall be supplied upon delivery of equipment. | ___ | ___ |
| (d) Track tension will be maintained without special tools, using common tools like grease gun and wrench. | ___ | ___ |
| Hydraulics: | Yes | No |
| (a) The hydraulic system will be open center type with one piston pump | ___ | ___ |
| (b) The pump flow rate shall be at least 38 gpm | ___ | ___ |
| (c) The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing swing, backfill blade, travel and auxiliary functions. | ___ | ___ |
| (d) Hydraulic tank must be non-vented, and sealed against contamination. | ___ | ___ |
| (e) The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring. | ___ | ___ |
| (f) Wear-resistant hoses will be protected in critical joints and will be of split design to simplify replacement. | ___ | ___ |
| (g) Hydraulic oil change will have a service interval of at least 2000 hours. | ___ | ___ |
| (h) A control pattern changer valve will be provided (excavator to backhoe control) and will display the selected pattern. | ___ | ___ |
| (i) Auxiliary hydraulics with convenient flat face quick couplers that connect and disconnect under pressure shall be standard. | ___ | ___ |
| (j) Supply hydraulic tool circuit for auxiliary tooling rated at a minimum of 7-9GPM @ 2500 PSI. | ___ | ___ |

| Cooling: | Yes | No |
|--|------------|-----------|
| (a) A coolant recovery tank will be standard and will display the coolant level. | ___ | ___ |
| (b) Unit shall have a fan-guard. | ___ | ___ |
| (c) The radiator and oil cooler will be installed side by side for ease of cleaning and more efficient cooling. | ___ | ___ |
| (d) The cooling fan will be equipped with a linear clutch to adjust fan speed continuously to reduce noise and fuel consumption. | ___ | ___ |

| Electrical Equipment monitoring gauges: | Yes | No |
|--|------------|-----------|
| (a) Fuel level, engine oil pressure, coolant temperature, Volt / Amps meter, oil temperature, transmission temperature, need to be visual for operator at all times. | ___ | ___ |
| (b) The alternator shall be rated at 50 amps, 12 volts. | ___ | ___ |
| (c) Switches and electrical connectors are sealed from moisture and dirt to help prevent corrosion. | ___ | ___ |

| Operators Compartment / Control Console; | Yes | No |
|--|------------|-----------|
| (a) Minimum of three level warning systems including warning lights, audible warning horn, and system indicators to monitor machine system conditions and status. | ___ | ___ |
| (b) The entire control console with all control levers and steering wheel shall be operator adjustable without special tools for various fore and aft positions. | ___ | ___ |
| (c) When not in use, the foot pedals shall be foldable to provide additional foot room. | ___ | ___ |
| (d) Climate controlled cab with tinted safety glass, windshield wiper with washer and floor mat. | ___ | ___ |
| (e) Seat shall be suspension type, single place, with multiple adjustments for seat height, operator weight, cushion tilt fore and aft adjustments, lumbar adjustments, fold-up armrests, and vinyl covered seat cushion. 3 in (50 mm) Retractable seat belt shall be provided | ___ | ___ |
| (f) The operator station will be mounted on shock-absorbing rubber mounts to ensure comfortable operation. | ___ | ___ |

| Safety, security, and sound protection: | Yes | No |
|--|------------|-----------|
| (a) Machine must be equipped with a neutral safety start device to prevent starting of engine with transmission engaged. A motion alarm with cancel switch will be standard. | ___ | ___ |
| (b) Back up alarm shall be a variable decibel rated type and comply with OSHA regulations. | ___ | ___ |
| (c) Standard low-profile ROPS/TOPS/OPG cab design. Excavator shall be equipped with a rollover protective structure that meets current OSHA and MSHA regulations. | ___ | ___ |

| | Yes | No |
|--|------------|-----------|
| (d) Cab shall have sound suppression material on ceiling, rear panel, and floor. | ___ | ___ |
| (e) Excavator engine to be equipped with a 120-volt block heater. | ___ | ___ |
| (f) Battery box, engine compartment, and cab areas need to be secured from vandalism. | ___ | ___ |
| Lights: | Yes | No |
| (a) Work Lights and four way signals shall be mounted on the front light bar. | ___ | ___ |
| (b) Belly mounted work lights(minimum of one on each side) shall be mounted in a location on the left and right sides to increase operator visibility. | ___ | ___ |
| (c) Flashing strobe type light mounted on the rear center of the cab. Mount on a separate platform for ease of wiring and maintenance. | ___ | ___ |
| (d) Two back up lights activated when the unit is placed in reverse gear are to be mounted near the top of the rear hood, one on each side. | ___ | ___ |
| (e) One rear facing adjustable work light equal to or exceed candle watt power of front lights. | ___ | ___ |
| Upper structure: | Yes | No |
| (a) The upper structure will be capable of a 360 degree rotation. | ___ | ___ |
| (b) The swing boom to the left shall be no less than an 80 degree arc. | ___ | ___ |
| (c) The swing boom to the right shall be no less than 60 degrees. | ___ | ___ |
| (d) The boom cylinder shall be protected with a guard to reduce the likelihood of cylinder damage. | ___ | ___ |
| (e) The hoses in the articulation joint shall be protected by a guard. | ___ | ___ |
| (f) The swing post will have a single pin to improve the stiffness in the boom and arm. | ___ | ___ |
| Front Attachments: | Yes | No |
| (a) The standard boom shall be no less than 9 ft. 9 inches. | ___ | ___ |
| (b) The standard arm shall be no less than 6 feet. | ___ | ___ |
| (c) The bucket to arm joint will be wear-resistant and shall be protected with a substance like Tungsten Carbide for longevity. | ___ | ___ |
| (d) The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket. | ___ | ___ |
| (e) The backfill blade will be as wide as the tracks. | ___ | ___ |
| (f) The backfill blade digging depth shall be no less than 1 foot below ground level. | ___ | ___ |
| (g) The backfill blade height shall be at least 16 inches. | ___ | ___ |
| (h) Mechanical Wain-Roy bucket coupler shall be provided to make bucket changing easier. | ___ | ___ |
| (i) The front hoses shall be split and joined at the machine cover ports and at the back of the boom for easy replacement. They shall also be protected by the articulation hose shield. | ___ | ___ |

| | Yes | No |
|--|------------|-----------|
| (j) Hydraulic quick couplers to end of boom shall be standard. | — | — |
| Options: | Yes | No |
| (a) 18" digging bucket with pin-on teeth (compatible with quick coupler system) <i>232 lbs. maximum</i> | — | — |
| (b) 24" digging bucket with pin-on teeth (compatible with quick coupler system) <i>263 lbs. maximum</i> | — | — |
| (c) 36" ditch cleaning bucket with bolt-on edge (compatible with quick coupler system) <i>450 lbs maximum</i> | — | — |
| (d) Hydraulic thumb installed to match up with the 24" bucket (compatible with the quick coupler system) | — | — |
| (e) 12" padded foot compaction wheel (compatible with quick coupler system) <i>900lbs. maximum</i> | — | — |

End of Yes No Requirements

D. Product support requirements:

El Dorado Irrigation District Fleet maintenance department;

All normal preventative maintenance parts, local stock, or ordered non-stock, needs to be available within 24 hours or one business day. All O.E.M. parts to be available for a minimum of ten years.

At the time of delivery or earlier, one (1) complete set of any required PM (Preventive Maintenance) service parts must be provided for each vehicle or piece of Equipment. Any cost for the PM parts must be included in the Bid Price.

- Six (6) sets of keys.
- Engine oil filter(s).
- Engine fuel filter(s)
- Engine water filter / conditioner.
- Engine air cleaner filter element(s).
- Hydraulic system filter(s).
- Accessory drive belt(s).

Any O.E.M. special fluid(s) not available aftermarket to be provided by vendor.

Vendor will provide a list of computer software and hardware needed to communicate with the engine components needed to make diagnostic evaluations. Examples: Communicating with engines, transmissions, ABS systems, and other auxiliary equipment.

Vendor shall provide two (2) current sets of the following manuals as applicable for product described in specifications for equipment bid; including any added –on equipment of bodies. NOTE: If manuals are available on CD / DVD that is expectable.

Vendor shall supply Two (2) matching spare tracks upon delivery of equipment as mentioned on page 2 of 6 Section C. Undercarriage; item c.

E. Service / Parts:

- Factory authorized service and repair facility within 50 miles of:
El Dorado Irrigation District
2890 Mosquito Road
Placerville CA 95667.
- Vendor must have staff capable of mobile maintenance and parts support for field repairs.
- Vendor to have equipment weighed and verified for DMV licensing.

F. Paint

- Industry standard construction yellow.

CONTACT INFORMATION

These specifications were put together and reviewed by several staff members employed with El Dorado Irrigation District. If there are questions with a portion of the specification please contact the following personnel in their related fields:

Edward Ruiz; Buyer III
General instructions, Bid information.
530-642-4125

Scott Carpenter; Buyer II
General instructions, Bid Information.
530-642-4066

Jerry D. Foote; Fleet Manager
Equipment specifications.
530-642-4046

Don Massey; Lead Fleet Equipment Mechanic
Equipment specifications.
530-642-4131

Dan Downey
Hydro Electric Division Manager
530-642-4155

Steve Lindstrom
Water Systems Supervisor
530-295-6757

ADDITIONAL INFORMATION

Information supplied herein is to describe a compact rubber track excavator with enclosed cab design for operator comfort for the El Dorado Irrigation District. The successful bidder shall be one whose product is judged to best serve the interests of the District when price, product, safety, quality, service, customer service and delivery are considered.

BID SHEET for RFB 09-008; One (1) Compact Excavator

Qty Unit Description
(1) EA Compact Excavator per spec 01-09:

Mfg. _____ Model _____ Year _____

Total bid price for Compact Excavator per spec 01-09 delivered.....\$ _____

Trade-in allowance offered for John Deere excavator.....\$ _____

Total amount bid price minus trade-in allowance.....\$ _____

Total amount bid price written in words:

Bidder's Acknowledgement Of it's Understanding Of The Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda, including all specifications and Scope of Work. ***Representations Made Under Penalty Of Perjury.*** The representations herein are made under penalty of perjury. We hereby offer to sell the El Dorado Irrigation District the above item(s) at the prices shown and under the terms and conditions and appendices herein, attached, or incorporated by reference. Bid price(s) are valid for ninety (90) days.

Discounts. Payment Discount. Discount for payment of invoice within **20 days** of receipt is: _____ %. Payment discounts of 20 or more days will be considered in award of bid. The El Dorado Irrigation District will not take discounts that are not earned.

Term Of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

 Company Name

 Signature of Authorized Representative

 Address

 Name of Authorized Representative

 City, State, Zip Code

 Title of Authorized Representative

 Representative Phone Number

 Cell Number

 Fax Number

 E-mail

Purchase Order Terms & Conditions (page 1 of 3)

(These Terms and Conditions are issued with District Purchase Orders and are part of all contract agreements)

1. Purchase Order (“Order”) Force and Effect. El Dorado Irrigation District (“Purchaser”) is not responsible for goods or services (collectively, referred to as “Services”) rendered without the authority of an order on this form. This Order shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Order (and all attachments hereto, and associated bid solicitation terms and conditions issued by Purchaser, if applicable) constitute the entire agreement between the Vendor and Purchaser regarding the Services described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. This Order shall supersede all other prior purchase orders and agreements between Vendor and Purchaser with respect to the Services. This Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Vendor and Purchaser.
2. Performance of Services. Time is of the essence in the performance of the Services. Vendor represents that it is skilled in the discipline necessary to perform the Services. Vendor shall perform its Services in a skillful manner, comply fully with criteria established by Purchaser, and with all applicable laws, codes, and professional standards. Vendor shall comply with all local, state and federal laws, ordinances, rules and regulations applicable to the Services and give all notices required thereby. Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property and shall comply with all required specifications for safety measures applicable to the Services.
3. No Assignment. Vendor shall not contract any portion of the Services or otherwise transfer or assign this Order, in whole or in part, without the prior written approval of Purchaser. Any such attempted transfer or assignment without the written consent of Purchaser shall be null and void. Vendor’s authorized representative is the individual signing this Order unless Vendor otherwise informs Purchaser in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any Purchaser representative, or certification by any governmental entity, shall in no way limit Vendor’s obligations under this Order.
4. Records and Payment Requests. Vendor shall submit billings with all necessary invoices or other appropriate evidence of performance. The standard payment terms are net thirty (30) days after receipt of invoice. Discounts for early payment will be considered. No other payment terms shall be allowed without the prior written consent of Purchaser’s Purchasing Division. Purchaser shall have the right to audit the Vendor’s work records. Vendor shall make available to Purchaser, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to Purchaser, for examination. Vendor shall furnish to Purchaser, its authorized agents, officers, or employees, such other evidence or information as Purchaser may require with regard to any such expenditure or disbursement charged by Vendor. Vendor shall maintain all documents and records prepared by or furnished to Vendor during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Order, and invoices, payrolls, records and all other data related to matters covered by this Order. Vendor shall permit Purchaser to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of this Order shall have the same rights conferred to Purchaser by this section. Such rights shall be specifically enforceable.
5. F.O.B. Point. All shipments under this Order shall be made F.O.B. destination, requiring Vendor be solely responsibility for shipment until it is tendered to Purchaser, even if Purchaser agrees to pay for shipping and handling. Purchaser may allow freight charges but only if expressly stated on this Order. Freight charges shall be shown separately on the lines provided on this Order.

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6. Independent Contractor. Vendor is an independent contractor and does not act as Purchaser's agent in any capacity whatsoever. Vendor is not entitled to any benefits that Purchaser provides to Purchaser employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Vendor's provision of Services not the means, methods, or scheduling of the Vendor's work. Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Order. Vendor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as Purchaser's responsibility.
7. Indemnity/Liability. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Vendor shall defend (with legal counsel reasonably acceptable to Purchaser), indemnify and hold harmless Purchaser and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Vendor), expense and liability of every kind, nature and description (including, without limitation, court costs, attorneys' fees, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, any activity of Vendor, or its employees, representatives, agents, suppliers or subconsultants, under this Order (but only to the extent that any of the above are actually caused by any negligent act or omission or intentional misconduct of Vendor, any of its suppliers or sub-consultants, anyone directly or indirectly employed by them, or anyone that they control) (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of any Indemnitee."
8. Warranty. Whether or not Vendor is merchant of the Services provided by it, Vendor warrants that all goods and services furnished under this Order shall be of merchantable quality and free from any defects in material or workmanship. Vendor shall indemnify and hold Purchaser harmless from and against any and all liability, damages and expenses arising from any such breach of warranty. This warranty is in addition to all warranties contained under the law.
9. Changes. Purchaser reserves the right to make changes in this Order at any time, which changes shall be made in writing signed by Purchaser. When such changes result in greater or lesser costs an equitable adjustment in the purchase price will be negotiated between Purchaser and Vendor.
10. Acceptance of Goods. Payment for goods delivered under this Order shall not be deemed acceptance of such goods. Goods shall only be accepted after they have been counted, inspected and tested as needed by Purchaser.
11. MSDS. – Material Safety Data Sheets must be supplied to Purchaser at or prior to delivery of all substances that require such sheets. Delivery of any food items shall not be complete until such sheets are furnished to Purchaser.
12. Conflict of Interest. Vendor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services required under this Order.
13. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Vendor during the performance of or in connection with this Order for Purchaser, will be kept confidential and not be disclosed to any other person. Vendor will immediately notify Purchaser in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Order.

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14. Termination and Suspension. Purchaser may direct Vendor to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as Purchaser may determine in its sole discretion. Purchaser may issue such directives without cause. Purchaser will issue such directives in writing, and compensate Vendor for services satisfactorily rendered, subject to Purchaser's reasonable approval, through the date of termination. Vendor may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. Purchaser may terminate performance of the Services under this Order in whole, or from time to time in part, for default, should Vendor commit a material breach of the Order, or part thereof, and not cure such breach within ten (10) calendar days of the date of Purchaser's written notice to Vendor demanding such cure. In the event Purchaser terminates the Order for default, Vendor shall be liable to Purchaser for all loss, cost, expense, damage and liability resulting from such breach and termination. Vendor shall continue its work throughout the course of any dispute, and Vendor's failure to continue work during a dispute shall be a material breach of this Order. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
15. Public Records Act. Both parties understand and agree that Purchaser must comply with the California Public Records Act ("Act"). If Vendor believes that any document or information furnished to Purchaser in connection with Vendor's performance of Services is exempt from public disclosure under the Act, it shall so advise Purchaser in writing at the time the document or information is furnished.
16. Survival. Without limiting any of the parties' other rights or obligations arising from this Order, and in addition to all other provisions indicated as surviving the termination or expiration of this Order, the following provisions will survive any termination or expiration hereunder: 4, 7, 8, 13, 16, 17 and 18.
17. Execution; Venue; Limitations; Miscellaneous. This Order shall be deemed to have been executed in the City of Placerville, County of El Dorado, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Order shall be in the County of El Dorado. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Purchaser's issuance of final payment to Vendor, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Order. The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Order.
18. Attorneys' Fees. If either party institutes or is required to defend any legal proceeding, action or motion to enforce or interpret the terms of this Order, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys' fees.
19. Force Majeure. Either party's failure to perform any term or condition of this Order as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, or governmental restrictions shall not be deemed a breach of this Order.