KIRKWOOD MEADOW PUBLIC UTILITY DISTRICT
NOTICE INVITING BIDS
FOR PURCHASE OF A COMPACT TRACK LOADER

The Kirkwood Meadows Public Utility District will receive bids for the purchase of the goods, material, equipment, or other items described in the attached bid specifications. Bids may be emailed to the District office at info@kmpud.com, and will be accepted up to 2:00p.m. on November 13, 2026. Bids received after this deadline will be returned unopened to the bidder. Bidder is solely responsible for ensuring that their bid is timely delivered. Bids must be submitted on the attached bid form (without alteration). A bidder may modify its bid by submitting a later bid that supersedes the earlier bid and that is received prior to the bid deadline. A bidder may withdraw its bid by a written request received by the District via delivery, mail, or email prior to the bid deadline. The District will not consider any bid modifications submitted orally or by telephone. The District will publicly open and read the bids at the above address on November 16, 2026 at 9:00a.m.

The bid, if it is awarded, will be awarded to the lowest responsible, responsive bidder. The purchase contract will be in the form of the attached District purchase order form.

The District reserves the right to (1) reject all bids and re-advertise for bids; (2) reject all bids and not proceed with the purchase; (3) waive any irregularity, informality, or minor error in any bid or in the bid process that does not affect the bid price; (4) reject any nonconforming or nonresponsive bid; (5) verify the information in any bid; (6) request additional information or clarification from a bidder; (7) allow correction of errors or omissions that do not affect the bid price; (8) extend the bid submission deadline; (9) extend the bid opening date; and (10) withdraw and cancel this notice inviting bids at any time without prior notice. The District makes no representation that any bid will be awarded. This notice inviting bids is not an offer to contract. All costs of bid preparation will be paid by the bidder. All submitted bids will become the property of the District and all opened bids will become a public record.

Interested vendors and bidders may ask questions or obtain more information concerning this notice by contacting the District at info@kmpud.com or (209) 258-4444.

KIRKWOOD MEADOW PUBLIC UTILITY DISTRICT

By: _____ Dated: October 26, 2026

Brandi Benson

General Manager

KIRKWOOD MEADOWS PUBLIC UTILITY DISTRICT
PURCHASE ORDER

Kirkwood Meadows Public Utility District *PO Box 247* *33540 Loop Road* *Kirkwood, CA 95646*

Date:
Purchase Order No.:

Vendor:	Ship to:
	Kirkwood Meadows Public Utility District *PO Box 247* *33540 Loop Road* *Kirkwood, CA 95646*

Quantity	Description of Goods *[include reference to any attached technical specifications]*	Unit Price	Amount
1	2026 Caterpillar 265 05A Compact Track Loader Tier 4 Final Engine, Ultra Cab Package, Ride Control, Seat Belt, Glass Cab Door, and Cold Starting Package		
1 Set	Track, rubber, 450MM		
1	Guarding/Sealing Package		
1	Electric Priming Fuel		
1	Integrated Radio		
1	External Counterweight		
1	80" 4-in-1 Bucket		
1	84" ERSKIN Snow Blower		
1	46" Carriage / 48" Forks		
1	Governmental Extended Warranty		
		Subtotal	
		Sales Tax	
		Total Price	

Delivery Deadline (if any):	

Purchase authorized by:

KIRKWOOD MEADOWS PUBLIC UTILITY DISTRICT

By: _____

Brandi Benson

General Manager

Terms and Conditions

1. Acceptance. By accepting this Purchase Order, Vendor agrees to comply with these terms and conditions. Vendor shall sell and deliver, and District shall purchase, the goods, material, equipment, or other items described above (the "Goods"). The Goods must comply with this Purchase Order and the notice inviting bids and bid specifications (if any). The Goods shall be sold and purchased at prices set forth above.

2. Delivery. Vendor's carrier will deliver the Goods FOB at the ship-to location set forth above. Vendor shall notify District about delivery by email or telephone at least 24 hours before delivery. Goods must be delivered no later than the delivery deadline date set forth above (if any).

3. Risk of Loss. Vendor shall bear the risk of loss of or damage to the Goods until such time as District takes actual possession of the Goods by moving them from the point of delivery.

4. Compliance with Law. The design, manufacture, procurement, and delivery of the Goods must comply with all applicable federal, state and local laws, regulations and ordinances, and all District specifications. This Purchase Order will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Purchase Order.

5. Substitutions. No substitution will be permitted without the written consent of District. If Vendor proposes any substitution, Vendor guarantees that the substitution is equal in quality, capacity, durability, ease of use and maintenance, and ease of installation to the Goods originally specified.

6. Changes. District, by written order, may delete Goods to be supplied under this Purchase Order, and the Purchase Order price will be equitably reduced. District, by written order, may order an increase in Goods to be supplied, and the Purchase Order price will be equitably increased. If unit prices are stated, the reduction or increase shall be calculated at the unit prices stated in the Purchase Order. If no unit prices are stated, Vendor shall promptly, at the request of District, quote prices, and District shall promptly accept or reject the quote.

7. Inspection and Testing. All Goods will be subject to final inspection and approval by District after delivery. Payment for the Goods will not constitute final acceptance. Vendor at its cost shall remove and replace any Goods that District designates as nonconforming or defective.

8. Indemnification. Vendor shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, lawsuits, administrative proceedings, arbitrations, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of breach of this Purchase Order, any negligent or wrongful act of Vendor, or any copyright or patent infringement or similar claim relating to the Goods. This indemnification provision shall not apply to claims, liability, loss or damage caused by the sole negligence or willful misconduct of District. This indemnification provision shall survive the termination or expiration of this Purchase Order.

9. Warranty. Vendor warrants that all Goods to be supplied by it under this Purchase Order are fit and sufficient for the purpose intended; that all Goods will conform to the specifications, drawing samples, or other descriptions specified by the District; that the Goods are new, merchantable, good quality, and free from defects (whether patent or latent) in material and workmanship; that all workmanship and Goods to be provided are of the best grade and quality; and, that it has good and clear title to all Goods to be supplied by it and the same are free and clear from all liens, encumbrances and security interests. For a period of one year after delivery of the Goods, Vendor shall at its own expense replace or repair any defective or nonconforming Goods at the request of District. Freight to return any defective or nonconforming Goods to Vendor shall be paid by Vendor.

10. Payment. Payment will be made after delivery. District may withhold 10% of the price until the Goods are inspected, tested, installed (if applicable), and operating or first used. District shall pay all applicable sales and use taxes that are set forth above. District shall not pay any other taxes, transportation or freight charges, license fees, or other charges unless separately and expressly set forth above.

11. Records. Vendor shall maintain records and documents relating to delivered Goods and services for a minimum of three years after final payment, or longer as required by law, for District review and audit by the State of California or any federal agency having interest.

12. Termination. District may terminate this Purchase Order if (a) Vendor fails to deliver the Goods within the time specified, (b) Vendor fails to perform any other provision of this Purchase Order, (c) Vendor is adjudged bankrupt or it makes a general assignment for the benefit of its creditors, or (d) a receiver is appointed for Vendor.

13. Insurance. Vendor and any common carrier hired by vendor shall have insurance coverages sufficient in scope and amount to cover all risks or loss or damages to the Goods, including their transportation and delivery to District's designated point of delivery. Additional insurance may be required. If so, it will be stated on front of this PO or an authorized attachment. District reserves the right to require Vendor to provide insurance certificates and endorsements evidencing the insurance coverages required in this paragraph.

14. Force Majeure. Vendor shall not be deemed in breach of its obligations under this Purchase Order or be liable for any delay or failure in performance to the extent such delay or failure is caused by a Force Majeure Event. Vendor shall, as soon as reasonably practicable: (i) notify the District of the Force Majeure Event; (ii) use all reasonable efforts to mitigate the effects and minimize any delay resulting from the event; and (iii) resume performance of its obligations as soon as practicable. A Force Majeure Event means any event that materially affects Vendor's performance and is one or more of the following: (1) acts of god or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action that effect the Work and cannot be avoided or mitigated by use of replacement workers. A claim of a Force Majeure Event will only apply to the extent that the event occurs because of factors that could not be planned for or mitigated and are beyond the control of Vendor.

15. No Assignment. This Purchase Order and all rights and obligations under it are personal to the parties. The Purchase Order may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

16. Integration. This Purchase Order constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter of the Purchase Order, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Purchase Order, except those other documents that are expressly referenced in this Purchase Order.

17. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Purchase Order shall not be deemed a waiver with respect to any subsequent default or matter. No payment by District to Vendor shall be considered or construed to be an approval or acceptance of any defective goods or any other breach or default.

18. Special Terms (if any)**:** _____

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