Paradise Unified School District

Green Climber LV 600 with Attachments
Purchase Project

Bid Deadline/Opening:
May 24th, 2022 at 11:00am

Contact: David McCready
Paradise Unified School District
6696 Clark Road
Paradise, CA 95969

dmccready@pusdk12.org
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NOTICE CALLING FOR BIDS

District: PARADISE UNIFIED SCHOOL DISTRICT

Bid Deadline: May 24th, 2022 at 11:00am

Place of Bid Receipt: Paradise Unified School District
Attn: Mr. David McCready,
Asst. Superintendent, Business Services
6696 Clark Road
Paradise, CA 95969

Project Name: Green Climber LV600 with Attachments Purchase

NOTICE IS GIVEN that the Paradise Unified School District, acting by and through its Board of Trustees, hereinafter referred to as “District”, will receive up to, but not later than the above-stated time, sealed bids for the award of a contract for the above project.

Bids must be received in the place identified above. Those bids timely received will be opened and publicly read aloud at the above-stated time and place.

Bid Documents, including a description of the goods to be furnished, will be made available on May 7th, 2022 (as a download) at the following website: http://www.pusdk12.org/Departments/Maintenance--Operations/index.html

Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the form provided in the Bid Documents.

Any questions regarding the Bid Documents must be received in writing, via email, to dmccready@pusdk12.org no later than May 20th at 12pm.

Time is of the essence. District reserves the right to reject any or all bids or to waive any irregularities or informality in any bids or in the bidding process. No bidder may withdraw any bid for a period of thirty (30) calendar days after the date set for the opening bids. The award of the Contract, if made by the District, will be to the lowest responsible bidder by action of the District’s Board of Trustees.

Signed by:

The Board of Trustees

Published: May 7th, 2022
Newspaper: Paradise Post and Chico Enterprise
 Posted: May 6th, 2022
# Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Published</td>
<td>Paradise Post and Chico Enterprise</td>
<td>May 7th, 2022</td>
</tr>
<tr>
<td>Last Day to Submit Substitution Requests</td>
<td><a href="mailto:dmccready@pusdk12.org">dmccready@pusdk12.org</a></td>
<td>on or before: May 20th, 2022</td>
</tr>
<tr>
<td>Last Day to Submit Request for Information (RFI)/Questions</td>
<td><a href="mailto:dmccready@pusdk12.org">dmccready@pusdk12.org</a></td>
<td>on or before: May 20th, 2022</td>
</tr>
<tr>
<td>Bid Opening/Deadline</td>
<td>6696 Clark Road, Paradise, CA 95969</td>
<td>on or before: May 24th, 2022 @ 11am</td>
</tr>
<tr>
<td>*Board of Trustees Action</td>
<td>Award of Contract</td>
<td>June 21st, 2022</td>
</tr>
</tbody>
</table>

*Date is subject to change at the discretion of the District.
INFORMATION FOR BIDDERS

Green Climber LV 600 with Attachments Purchase Project

WARNING:
READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Procurement of Goods.** The subject of this procurement is the purchase and sale of an Green Climber LV600, hereinafter referred to as the Goods. The specifications for the Goods are contained in the Description of Goods – Appendix A. The purchase and sale must strictly comply with, and the Goods must strictly conform to, the requirements of the Bid Documents, which include the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bidder’s Bond Form, Contract Form, and Description of Goods – Appendix A, and any addenda thereto or amendments thereof.

2. **Delivery of Goods.** Destination will be designated within the boundaries of the Paradise Unified School District. Actual delivery dates should be coordinated with the District. **Bid all items F.O.B., Paradise Unified School District any of its locations within the District boundaries.**

3. **Examination of Bid Documents.** At its own expense and prior to submitting its bid, each bidder shall examine all Bid Documents; familiarize itself with all federal, state, and local laws, ordinances, rules, regulations, and codes pertaining to the subject of this procurement; determine the character, quality, and quantities of the goods to be furnished; and correlate its observations, investigations, and determinations with all requirements of the bid. The bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this section.

4. **Interpretation of Bid Documents.** If any bidder is in doubt as to the meaning of any part of the Bid Documents, or finds discrepancies in, or omissions from, the Bid Documents, a written request for an interpretation or correction must be submitted to the District in writing, via email to *dmccready@pusdk12.org*, within the timeframe for Requests for Information (noted on the Calendar of Events). No requests for interpretation or correction will be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at the District’s discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, emailed, or faxed to each bidder known to have received a set of Bid Documents. It is the responsibility of any prospective bidder to notify the District that it is considering
bidding on the project. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District will prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING, AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

5. **Request for Substitutions.** Make and model names are included for descriptive purposes, to indicate the quality, design and utility desired. This specification is not intended to restrict competition. Bidders may request for substitution of “or equal” goods. The request must be in writing and accompanied by substantiating data, and it must be received by the District within the timeframe for Requests for Substitution (noted on the Calendar of Events). At a minimum, descriptive technical literature (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed “or equal” product. Suitability and valuation of “equals” rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Substitutions will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all known bidders.

6. **Form of Bids.** Bids must be submitted on the prescribed Bid Form, completed in full. No other bid form or modifications to the Bid Form are allowed. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink (preferably “blue” ink). The Total Bid Amount must be in ink or typewritten.

7. **Total Bid Amount.** The Total Bid Amount shall include all costs associated with the purchase and sale of the Goods, including, but not limited to, the costs of delivery of the Goods to the Destination and all taxes and assessments levied on the purchase and sale of the Goods.

8. **Signature.** Any signature required on the Bid Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents must include the title of such signatories below the signature and must bear the
Where indicated, in the event that the bidder is a joint venture or partnership, there must be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who must sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who must act in all matters relative to the joint venture or partnership. If the bidder is an individual, his/her signature must be placed on such documents.

9. **Erasures, Inconsistent, or Illegible Bids.** The bid must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event that any bid is unintelligible, illegible, or ambiguous, the bid may be rejected as being nonresponsive.

10. **Bidders Interested in More Than One Bid.** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one (1) bid.

11. **Deviations from Bid Terms and Conditions.** Material deviations from any bid term or condition will cause a bid to be rejected as nonresponsive.

12. **Bid Security.** All bids must be accompanied by one of the following forms of security, in a sum equal to 10% of the Total Bid Amount:

   (a) Cash.
   (b) A cashier's check made payable to the District.
   (c) A certified check made payable to the District.
   (d) A bidder's bond executed by an admitted surety insurer, made payable to the District. Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the district beyond 60 days from the time the award is made.

13. **Delivery of Bids.** The bid, together with the Bid Bond, must be enclosed in a sealed envelope, addressed and hand delivered or mailed to Paradise Unified School District, 6696 Clark Road, Paradise, CA 95969, and must be received on or before the bid deadline. The envelope must be plainly marked in the upper lefthand corner with the respondent’s name, the bid number and the date and time for the opening of bids. **It is the bidder’s sole responsibility to ensure that its bid is received prior to the bid deadline.** Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

14. **Withdrawal of Bids.** Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of
bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of thirty (30) calendar days after the date set for the opening of bids.

15. **Award of Contract.** The contract will be awarded to the lowest responsible bidder, or all bids will be rejected. Any award will be made by District’s Board of Trustees. Notice of Award will be provided.

16. **Execution of Contract.** The form of contract, which the successful bidder, as seller, will be required to execute, is included in the Bid Documents and should be carefully examined by the bidder. The contract will be executed in two (2) original counterparts. The complete contract consists of the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Bond, Contract, Description of Goods – Appendix A, and all modifications, addenda and amendments duly made and incorporated. All of these documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The executed contract and a fully complete IRS Form W-9 must be returned to District within five (5) days of notice of the contract award.

17. **Hold Harmless/Indemnification.** The successful bidder will be required to defend, indemnify, and hold harmless the District and its trustees, officers, agents, and employees, as set forth in the Contract.

18. **Warranties.** The seller will warrant the Goods as set forth in the Contract.

19. **Delay and Liquidated Damages.** Time is of the essence. The failure to deliver the goods on time will result in the imposition of liquidated damages as set forth in the Contract.

20. **Force Majeure.** The parties to the contract may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing as set forth in the Contract.

21. **Public Information.** All information received by the District in response to this bid solicitation will be made available to the public.
BID FORM FOR 
GREEN CLIMBER LV 600 with ATTACHMENTS 
PURCHASE PROJECT 
FOR 
PARADISE UNIFIED SCHOOL DISTRICT 
6696 CLARK ROAD 
PARADISE, CA 95969

Bidder Name: 

To: PARADISE UNIFIED SCHOOL DISTRICT, acting by and through the Governing Board herein, called the “District.”

1. The undersigned bidder, having familiarized himself or herself with the Bid Documents, including Addenda Nos. __, ____, ____, on file at the Administrative Services Department of the Paradise Unified School District proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to provide and furnish the Goods, as described in the Bid Documents, within the stipulated time, in accordance with laws, codes, regulations, ordinances, and any other legal requirements governing this purchase and sale, for the Total Bid Amount set forth below.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, electronic mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the Paradise Unified School District the Contract and will also furnish and deliver to the Paradise Unified School District a fully completed IRS Form W-9 within five (5) working days of the notice of award of the contract.

4. Notice of award of the contract, requests for additional information, or other correspondence should be addressed to the bidder stated below in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/ Email</th>
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</table>
6. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Business & Professions Code section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451, and 4552).

7. Time is of the essence. Liquidated damages will be assessed for delay, as set forth in the contract. This project completion date is set forth in the Contract.

8. Failure to complete the Bid Form in its entirety will render the bid nonresponsive.

9. The Total Bid Amount shall include the cost of the Goods, taxes, and delivery charges.

   The Goods: $______________
   Taxes: $______________
   Delivery: $______________
   TOTAL BID AMOUNT: $______________

Bidder Name:___________________________________________________________

Signed:_________________________________________ Date:_____________________

Printed Name:________________________________ Title:_________________________

Street Address:________________________________ City, State, Zip Code:___________

Phone:________________________________ Fax Number:______________________

Email:______________________________________________________________

This page must be completed and submitted with your Bid.
The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

**Individual**

Name: __________________________________________________________

Signed by: ______________________________________________________

Print Name: _____________________________________________________

Date: ____________________________

Business Address: _______________________________________________

Telephone: ______________________________________________________

**Partnership**

Name: __________________________________________________________

Signed by: ______________________________________________________

Print Name: _____________________________________________________

Date: ____________________________

Business Address: _______________________________________________

Telephone: ______________________________________________________

Other Partner(s): ________________________________________________

**Corporation**

Name: __________________________________________________________

(a CORPORATION)
A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bonds is duly authorized to do so.

***************************************************************

**Joint Venturer**

Name:________________________________________________________________________

Signed by:____________________________________________________________________

Print Name:___________________________________________________________________

Date:________________________________________________________________________

Business Address:________________________________________________________________________

Telephone:_____________________________________________________________________

***************************************************************

**Other Parties to Joint Venturer**  
*If an individual:*

Name:________________________________________________________________________

Signed by:____________________________________________________________________

Print Name:___________________________________________________________________

Date:________________________________________________________________________
Doing Business as:_____________________________________________________________

Business Address:_____________________________________________________________

Telephone:______________________________________________________________

**If a Partnership:**

Name:_______________________________________________________________________

Signed by:___________________________________________________________________

Print Name:_________________________________________________________________

Date:_______________________________________________________________________

Business Address:_____________________________________________________________

Telephone:______________________________________________________________

**If a Corporation:**

Name: ______________________________________________________________________

(a__________________________________Corporation)

Signed by:___________________________________________________________________

Print Name:_________________________________________________________________

Date:_______________________________________________________________________

Title:_______________________________________________________________________

Business Address:_____________________________________________________________

Telephone:______________________________________________________________
**BID BOND**

**PARADISE UNIFIED SCHOOL DISTRICT**

<table>
<thead>
<tr>
<th><strong>BIDDER</strong> <em>(Name and Address):</em></th>
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<thead>
<tr>
<th><strong>SURETY</strong> <em>(Name and Address of Principal Place of Business):</em></th>
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<table>
<thead>
<tr>
<th><strong>OBLIGEE:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Paradise Unified School District</td>
</tr>
<tr>
<td>6696 Clark Road</td>
</tr>
<tr>
<td>Paradise, CA 95969</td>
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</tbody>
</table>

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<thead>
<tr>
<th><strong>BID:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Due Date: <strong>May 24th, 2022 at 11:00am</strong></td>
</tr>
<tr>
<td>Description: Green Climber LV 600 with Attachments Purchase Project</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>BOND</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Number: ____________________________</td>
</tr>
<tr>
<td>Date <em>(not earlier than Bid due date):</em> ____________________________</td>
</tr>
<tr>
<td>Penal Sum <em>(10% of the total amount of the Bid):</em> $________________</td>
</tr>
</tbody>
</table>

(Words) $__________ (Numbers)
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to District upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be District's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by District) the executed Contract required by the Bidding Documents and any performance, payment, and maintenance bonds and insurance certificates and endorsements required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 District accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by District) the executed Contract required by the Bidding Documents and any performance and payment bonds and insurance certificates and endorsements required by the Bidding Documents; or

   3.2 All Bids are rejected by District; or

   3.3 District fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from District, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by District and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4, above, is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a bid, offer, or proposal as applicable.

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

WITNESS WHEREOF, we have hereunto set our hands and seals on this ______ day of ______ 20_____.

Correspondence or claims relating to the Bond should be sent to the Surety at the following address:

Principal:
Name:__________________________
Title:__________________________
Signature:______________________

Surety:
______________________________

By:__________________________
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____________________________

ss.

COUNTY OF ___________________________

On this _____ day of _____________________ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared ___________________________ ________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________(SEAL)

____________________________________(Signature of Notary Public)
This Contract is made by Paradise Unified School District, (hereinafter referred to as “District”), and __________________ (hereinafter referred to as “Seller”), this ___ day of ___ __________, 2022,

District and Seller, for the consideration stated herein, agree as follows:

1. **Purchase and Sale.** District agrees to purchase, and Seller agrees to sell, the goods specified in the Description of Goods – Appendix A (the Goods), in strict accordance with the requirements of the Contract Documents. The term Contract Documents includes the Bid Documents, including addenda, and this Contract, including Appendix A, and any amendments thereto. The Goods shall be of merchantable quality, fit for the purposes for which such goods are intended, and free from defect in design, materials, or manufacture and shall strictly conform to the requirements of the Contract Documents.

2. **Delivery.** Seller shall transfer and deliver the Goods to District at its Transportation Office, located at 610 Pearson Rd. Paradise, CA, or at such other Paradise Unified School District site designated by District. The goods shall be F.O.B. the place of destination.

3. **Payment.**
   
   3.1 District will pay to Seller, as full consideration for the Goods, the sum of _________ _________ Dollars ($_________ ) (the Contract Price).
   
   3.2 Payment of the Contract Price will be made within 72 hours of District’s acceptance of the Goods.

4. **Time for Delivery; Damages for Delay.**
   
   4.1 Time is of the essence. Seller shall deliver the Goods in accordance with Contract Documents, within 60 days of District’s issuance of a notice of award of contract (the Contract Time).
   
   4.2 Liquidated damages will be assessed against Seller for unexcused delay in delivery of the Goods, at a rate of $500.00 for each calendar day that delivery is delayed beyond the Contract Time.
5. **Indemnity.**

5.1 Seller will indemnify and hold harmless District and its trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, for any injury to or death of any person, including the employees of Seller, or damage, loss, or theft of any property arising out of or relating to any failure of the Goods to conform to Contract requirements.

5.2 Seller shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District or its trustee, officers, agents, or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against District or its trustees, officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

5.3 These obligations to defend and indemnify shall survive delivery and acceptance of the Goods.

6. **Incorporation of Terms; Compliance with Laws.** Each and every clause or term required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction. Seller warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, laws, rules, regulations, and orders of the United States, and of any state or political subdivision thereof. Seller shall indemnify, hold harmless, and defend District against any and all actions, proceedings, penalties, or claims arising out of the failure to comply.

7. **Notice.**

7.1 Any notice given under this Contract must be in writing and must be dated and signed by party giving such notice, or by a duly authorized representative of such party. Any such notice will not be effective for any purpose whatsoever unless served in one of the following manners:

7.2 If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to Paradise Unified School District, 6696 Clark Road Paradise, CA 95969, Attention: David E. McCready, Assistant Superintendent, Business Services, and sent by registered or certified mail with postage prepaid.
7.3 If notice is given to Seller, by personal delivery thereof to Seller, or by depositing 
same in United States mail, enclosed in a sealed envelope addressed to __________ 
______________________________, and sent by registered or certified mail 
with postage prepaid.

7.4 Written notice shall be deemed to have been duly given on the business day 
personally delivered. If sent by registered or certified or overnight mail, notice shall 
be deemed to be duly given two (2) business days after mailing.

8. Inspection of Goods. Upon delivery, District will have reasonable opportunity to inspect 
the Goods. District will reject as nonconforming or accept the Goods within 72 hours of 
inspection. The failure of District to reject the Goods within that period will be deemed 
acceptance. District’s inspection, or failure to inspect, or its failure to particularize 
nonconformity, or its acceptance of or payment for the Goods does not relieve Seller of 
its obligations under this Contract, nor will it be deemed a waiver by District of any rights 
or remedies allowed by law.

9. Warranties of Condition and Performance. In addition to any warranties provided by a 
manufacturer, and notwithstanding any disclaimer of warranties or damages by a 
manufacturer, Seller warrants that the goods shall strictly conform to the requirements 
of this Agreement and shall be of merchantable quality, fit for the purposes for which 
such goods are intended, and free from defect in design, materials, or manufacture, 
and that the Goods will conform in all respects to the requirements of the Contract 
Documents. Seller also warrants the title conveyed will be good, and its transfer rightful; 
and that the goods will be delivered free from any security interest or other lien or 
encumbrance.

10. Force Majeure. The parties to the Contract will be excused from performance during the 
time and to the extent that they are prevented from obtaining, delivering, or performing 
by act of God, fire, or commandeering of materials, products, plants, or facilities by the 
government, when satisfactory evidence thereof is presented, provided that it is 
satisfactorily established that the non-performance is not due to the fault or neglect of 
the party not performing. Foreseeable supply chain delays are accounted for in the 
Contract Price and the Contract Time and will not excuse performance of any term of 
this Contract.

11. Waiver of Terms. The failure of District in one or more instances to insist upon strict 
performance of any of the terms of this Contract or to exercise any option herein 
conferred will not be construed as a waiver of the right to assert or rely upon any such 
terms or option in the future.

12. Integration. This Contract, including the Contract Documents, constitutes the entire 
contract of the parties. No other contracts, oral or written, pertaining to the Goods, exist
between the parties. This Contract can be modified only by an amendment in writing,
approved by District’s Board of Trustees and signed by both parties.

13. **Applicable Law; Venue.** The laws of the State of California shall govern in the case of
disputes regarding the terms of this Contract. Venue for any action to interpret or
enforce the terms of this Contract shall reside only in the State of California, Butte
County Superior Court.

14. **Warranty of Signing Authority.**

14.1. Each of the persons signing this Contract warrants to the other that he or she has
the full authority of the entity on behalf of which his or her signature is made.

14.2. If Seller is a corporation, the undersigned hereby represents and warrants that the
corporation is duly incorporated and in good standing in the State of __________,
and that ______________, whose title is ________________, is authorized to act
for and bind the corporation to the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

<table>
<thead>
<tr>
<th>PARADISE UNIFIED SCHOOL DISTRICT</th>
<th>SELLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ____________________________</td>
<td>By: ____________________________</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>David McCready</td>
<td>____________________________</td>
</tr>
<tr>
<td>Print Name</td>
<td>Print Name</td>
</tr>
<tr>
<td>Asst. Superintendent</td>
<td>____________________________</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td></td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>

Paradise Unified School District
Board Approval Date
DESCRIPTION OF GOODS – APPENDIX A

**Green Climber** LV600 REMOTE-CONTROLLED SLOPE MOWER STANDARD SPECIFICATIONS:

**BODY:**
- MACHINE HEIGHT: 43” WIDTH: 54” CLOSED TRACKS - 70” OPEN TRACKS
- LENGTH: 85” Body Only
- MACHINE WEIGHT: 2850 LBS
- WORKING GRADIENT: UP TO 60 DEGREES, ALL DIRECTIONS
- TRANSMISSION STYLE: HYDROSTATIC
- MAX SPEED: 5.5 MPH
- SELF-TENSIONING, QUICK RELEASE TRACK SYSTEM
- MACHINE SHALL HAVE EXTENDABLE TRACKS FOR EXTRA STABILITY
- MACHINE SHALL HAVE SIDE-SHIFTING ATTACHMENT PLATE TO ALLOW FOR 16” OFFSET
- NUMBER OF HYDRAULIC ACCESSORY LINES: 2
- MACHINE FRAME MATERIAL: S700 STEEL
- HYDRAULIC OIL CAPACITY: 12.4 GALLONS
- ATTACHMENT PUMP: 22 GALLONS PER MINUTE @ 4640 PSI
- SERVICE PUMP: 5.3 GALLONS PER MINUTE @ 2610 PSI
- MACHINE SHALL COME EQUIPPED WITH ON-BOARD BATTERY CHARGER WITH ADDITIONAL REMOTE BATTERY
- MACHINE SHALL BE EQUIPPED WITH DIGITAL CPU CAPABLE OF DISPLAYING:
  - MACHINE HOURS
  - MACHINE TEMP
  - FUEL LEVEL
  - HOURS UNTIL NEXT SERVICE
  - MAINTENANCE ALERTS & REMINDERS
  - ENGINE OR MACHINE ERROR NOTIFICATIONS
  - SLOPE GRADE
  - MACHINE PUMP PRESSURE
- MACHINE SHALL BE EQUIPPED WITH A SLOPE METER THAT CAN BE PROGRAMMED TO ALERT THE OPERATOR AND TO SHUT OFF THE ENGINE AS A DESIRED SLOPE
- MACHINE SHALL BE PRE-WIRED AND DELIVERED WITH A 6,000LB CAPACITY RECOVERY WINCH
- MACHINE SHALL BE EQUIPPED WITH HEADLIGHTS FOR NIGHT OPERATION
- MACHINE SHALL BE EQUIPPED WITH FRONT, BACK AND TOP LED SAFETY LIGHTS
- MACHINE SHALL COME EQUIPPED WITH STEEL PROTECTION PACKAGE WITH REAR COVER PROTECTION

USA DISTRIBUTOR OF GREEN CLIMBER EQUIPMENT
WWW.GREENCLIMBERNA.COM
ENGINE:

- ENGINE & OIL SYSTEM PATENTED FOR ALL DAY STEEP SLOPE OPERATION
- ENGINE: 1903 TCR KOHLER KDI DIESEL INTERCOOLER, TIER IV FINAL, STAGE 5 READY
- FUEL TYPE: DIESEL, B10 BIO DIESEL COMPATIBLE
- NO. CYLINDERS: 3
- ENGINE POWER: 56 HP, 42Kw
- ENGINE RPM: 2600 ENGINE TORQUE: 225 Nm @ 1500 rpm
- ENGINE COOLING: LIQUID
- TANK FUEL CAPACITY: 8.5 GALLONS
- ELECTRICAL SYSTEM: 12 VOLT/40 AMP

REMOTE SPECIFICATIONS:

REMOTE OPERATION RANGE: 500 FEET
REMOTE SHALL HAVE DIRECTION REVERSAL (MIRRING CONTROLS)

- RADIO REMOTE SHALL REMOTELY CONTROL:
  - MACHINE STOP/ START
  - EMERGENCY STOP & RESTART
  - SPEED
  - MACHINE RPM
  - HEADLIGHTS ON/OFF
  - DIRECTIONAL STEERING WITH DIAL OR TOGGLE
  - AUXILIARY ON/OFF
  - TRACK EXTENSION/CONTRACTION
  - ATTACHMENT FLOAT
  - ATTACHMENT RAISE OR LOWER
- ATTACHMENT SIDE SHIFT
- RADIATOR FAN BLOW BACK
- HORN
- REMOTE SHALL DISPLAY:
  - REMOTE CONNECTION ENGAGEMENT
  - STATUS
  - LOW REMOTE BATTERY INDICATOR
  - LOW FUEL INDICATOR
  - RADIO CONNECTION STATUS
- REMOTE SHALL INCLUDE TEATHER CORD FOR TROUBLESHOOTING AND RECOVERY

Forestry Flail: UT125F

**Forestry Flail with Rotating Hammers**

<table>
<thead>
<tr>
<th>Model</th>
<th>Type</th>
<th>Working Width</th>
<th>Max Width</th>
<th>Weight</th>
<th># Hammer s</th>
</tr>
</thead>
<tbody>
<tr>
<td>UT125F</td>
<td>Forestry Flail w/</td>
<td>126 cm</td>
<td>135 cm</td>
<td>340 kg</td>
<td>24</td>
</tr>
<tr>
<td><strong>Hammers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>-------------</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quick coupling attachment</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Hydraulic motor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hood with hydraulic door</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rounded corners</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side skids adjustable in height</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Adjustable roller</td>
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<td></td>
</tr>
<tr>
<td>Reinforced Hammers Hammer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>rotation: 360°</td>
<td></td>
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</tr>
</tbody>
</table>

**SCHEDA TECNICA**

**TECHNICAL SPECIFICATIONS**

Lama per neve/ Snowplow
Green Climber attachment
Snowplows are the ideal tools for removing snow and ice from small walks, bike paths and parking lots. Despite their small size and low weight, these models are particularly sturdy and durable. Both snowplows are equipped with hydraulic pistons so that they can bend up to 30° left and right. They can also be equipped with blades in Polyurethane.

<table>
<thead>
<tr>
<th>model</th>
<th>n. of cylinder</th>
<th>width mm</th>
<th>working width mm</th>
<th>dimension mm</th>
<th>weight Kg</th>
<th>suitable for</th>
</tr>
</thead>
<tbody>
<tr>
<td>1600</td>
<td>2</td>
<td>1600</td>
<td>1380</td>
<td>600x1600x670</td>
<td>150</td>
<td>LV300pro</td>
</tr>
<tr>
<td>2000</td>
<td>2</td>
<td>2000</td>
<td>1732</td>
<td>600x2000x670</td>
<td>175</td>
<td>LV500 LV600</td>
</tr>
</tbody>
</table>

Le lame da neve se pur di dimensioni ridotte e con un peso contenuto, sono molto robuste. Grazie a queste caratteristiche sono l’attrezzo ideale per lo sgombero neve in vialetti, piste ciclabili, parcheggi. Possono inoltre essere equipaggiate con lame in POLIURETANO. Tutte le lame sono fornite di pistoni idraulici per un inclinazione dx/sx di 30°.

All above information and images are not binding and may vary without prior notice.

 MDB s.r.l. – C.da S. Onofrio, 6/A – Lanciano (CH) ITALY
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E-mail: sales@mdbsrl.com