

Westlands Water District
Expanded Irrigation System Improvement Program/ USBR Grant
Water User's Bidding Procedures
Check List

***PLEASE NOTE:** In order to facilitate the District's standard purchasing procedures, please follow the steps outlined below. Failure to do so, could delay the purchase of your equipment.*

- | | | <u>CHECK</u> |
|----|---|--------------|
| 1. | Water User submits EISIP/Grant Application. | _____ |
| 2. | Upon approval of Application, Water User is notified by the District and given authorization to begin bid process. | _____ |
| 3. | Water User must contact District's Purchasing Department @ (559) 241-6209 to obtain a Request for Quotation (RFQ) number and District Bid Package. Purchasing will be available to answer any questions and assist in the bidding process as needed. | _____ |
| 4. | Obtain system design and/or specifications to be used to develop equipment list for bidding. <u>All bidders must bid on the same equipment list.</u>
NOTE: Aluminum specifications must include a permanently stamped or marked identification on all joints in a method acceptable to the District. Joints to be marked with "WWD11EISIP5592241523." | _____ |
| 5. | Please note funding of equipment for this project must meet requirements as stated in the American Recovery and Reinvestment Act (ARRA). | _____ |
| 6. | Assemble bid packages for distribution to vendors who have been selected from the District's Open Vendor List. Bid packages must include: The Bid Submittal Form, Instructions To Bidders and General Conditions, Contract Agreement, Non-Collusion Declaration Form, system design drawing with equipment list and/or specifications. | _____ |
| 7. | The three bids submitted to the District for review must include: The Bid Submittal and Non-Collusion Forms, completed by the vendor, and an itemized equipment list.
<p style="text-align: center;"><u>ALL COPIES SUBMITTED MUST BE ORIGINALS</u>
 NO FACSIMILE COPIES</p> | _____ |
| 8. | After receiving the lease from the District, sign and return lease along with down payment. Landowner signatures must be notarized. Notary services are available at the District's Fresno office.

NOTE: The District <i>WILL NOT</i> execute a contract with a vendor for irrigation system equipment until the lease has been executed with the water user and the required Certificate of Insurance is on file with the District. For information on insurance requirements, reference Program Description or the Irrigation Equipment Lease – Purchase Contract, Paragraph 14. | _____ |
| 9. | Upon receipt of equipment from the vendor, the water user must sign the District's Delivery Verification Form which will be submitted with the vendors' invoice(s). The form must be signed by the water user's authorized representative that executed the lease contract. | _____ |

Westlands Water District

Expanded Irrigation System Equipment/Grant

Request for Quotation No. _____

Equipment Installation Location: _____

BID SUBMITTAL FORM

The Board of Directors of Westlands Water District approved a low interest loan program that is designed to improve water management and shallow groundwater conditions within the District and shorten the time required to implement irrigation improvements. The program, called the Water Conservation through Irrigation System Improvement Program, will be used by the District to purchase from the lowest responsible vendor, new Irrigation System Equipment that will then be leased to the participating District water user.

The undersigned hereby declares, as bidder, that he has read the Instructions to Bidders and General Conditions and agrees to all the stipulations contained therein; that he has examined the form of Contract Agreement and he agrees that if his bid is accepted, he will contract to furnish the equipment within 45 days; and that he will accept as payment therefor, the total bid amount as stated on this Bid Submittal Form. Said bid amount is to cover the furnishing of all materials in the manner set forth and described in the Instructions to Bidders and General Conditions.

Bidder DUNS

By: _____

Title: _____

Signature: _____

Bidder's Address:

Zip: _____

Phone: _____

FAX _____

Equipment Total \$ _____

Sales Tax \$ _____
(See Instructions – Item #5)

TOTAL BID AMOUNT \$ _____

WESTLANDS WATER DISTRICT

REQUEST FOR QUOTATION NO. _____

IRRIGATION SYSTEM EQUIPMENT

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. Bids shall be submitted on the form provided by quoting the applicable total bid amount.
 2. Quotations not submitted on the Bid Submittal Form may be rejected.
 3. Quotation must be signed by bidder or his authorized representative, and when so signed shall constitute bidder's offer to furnish Irrigation System Equipment (hereinafter called "equipment") upon the terms set forth in the Instructions to Bidders and General Conditions, and Contract Agreement.
 4. Use ink or typewriter. Do not use pencil.
 5. Appropriate sales tax shall be added in the space provided. Sales tax to be calculated based on the New Sales and Use Tax Exemptions as determined by the State Board of Equalization for "Qualified Purchases" paid for after September 1, 2001. The exempt portion is only from the state general fund portion of the sales and use tax rate (currently 5.25%). All other local and district taxes remain taxable.
 6. Contract Award: The District reserves the right to: (a) reject any or all bids, or (b) award to the lowest responsible bidder whose bid substantially meets the requirements and reject all other bids, or (c) in the event the lowest responsible bid varies substantially from the requirements, reject all bids, and award the contract to the lowest responsible bidder whose bid substantially meets those requirements. The District also reserves the right to waive any informality or irregularity in a bid or bids.
 7. Bidder Qualifications: The District reserves the right to require any bidder to submit a statement of facts in detail as to its business and technical organization. Also, the District may require evidence that the bidder has sold and had in successful operation equipment of like Specifications.
- The District reserves the right to reject any bid of a bidder if it is determined that a bidder's business and technical organization, financial, or other resources or experience are such that he is not sufficiently qualified to furnish the equipment.
8. Nonwaiver: Failure of the District to insist upon strict performance of any of the terms and conditions hereof, or delay or failure to exercise any right or remedies provided herein or by law or to properly notify Contractor in the event of breach, or the acceptance of or payment for any equipment or services hereunder shall not release Contractor of any of the warranties or obligations of the contract, and shall not be deemed a waiver of any right of the District to insist upon strict performance of the contract or any of its rights or remedies as to any such services, regardless when the equipment was shipped, received, or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification of rescission of the contract by the District operate as a waiver of any of its terms.
 9. No Assignment: The Contractor shall not assign, transfer, or otherwise dispose of the contract, or his right, title, interest in or to the same or any part thereof, or any work hereunder or any claim arising therefrom without the prior consent, in writing, by the District's General Manager or his authorized representative.
 10. Compliance with Law and Regulations: Contractor warrants that the equipment shall be manufactured in strict compliance with the applicable sections, latest editions, and addenda of government regulations, codes, and industry standards. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

11. Grant Compliance: (If applicable) those projects seeking funds under the lease-grant program must comply with the American Recovery and Reinvestment Act (ARRA). Section 1605 states "None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all iron, steel and manufactured goods in the project are produced in the United States." Each Bidder shall submit to the following certification that products included in their proposal meet the "Buy American" provisions of the ARRA. Bidder shall submit ATTACHMENT (A): Buy American Certificate with Bid.

The Bidder acknowledges to and for the benefit of the Grant Awardee that it understands the goods and services proposed are being funded with monies made available by the Federal Recovery and Reinvestment Act of 2009 (ARRA) and such law contains provisions commonly known as "Buy American": that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Bidder. The Bidder hereby represents and warrants to and for the benefit of the Grant Awardee that:

- (a) The Bidder has reviewed and understands the Buy American Requirements. See Attachment (B)
- (b) All of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved.
- (c) The Bidder will provide and further verified information, certification or assurance of compliance with this paragraph, or the information necessary to support a waiver of the Buy American Requirements, as may be requested by Westlands Water District or the Bureau.

12. Applicable Law and Jurisdiction: In the event of any litigation arising hereunder, at the request of the District, the Contractor will submit to the jurisdiction of a court of competent jurisdiction within the State of California and will comply with all the requirements necessary to give such court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law of the State of California and the practice of such court. Service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said Code for service upon a person outside of the State of California.

13. Patent Infringement: Contractor shall indemnify and save harmless the District from and against all costs, damages, and expenses incurred by the District in connection with any claims or actions based upon infringement or alleged infringement of any patent arising out of the District's purchase and use of the equipment furnished hereunder, provided that such infringement is not as a result of any misuse of the equipment. If the District is prohibited, or in the opinion of the Contractor is likely to be prohibited from using all or any portion of such equipment because of alleged patent infringement of the Contractor, the Contractor shall provide comparable replacement equipment.

14. Prime Contractor Responsibility: If any bid includes equipment or services provided by other firms, it will be mandatory for the contractor to act as prime contractor and be the sole point of contact with regard to contractual matters.

15. Risk of Loss or Damage: The Contractor shall assume all risks of loss or damage to the equipment during its transportation to the F.O.B. destination. F.O.B. destinations for delivery shall be indicated at the time of order.

16. Force Majeure: Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of nature, strikes, lockouts, riots, acts of war, epidemics, governmental statutes or regulations superimposed after the fact, or auxiliary functions or utilities which are provided by a party outside of this contract. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault of negligence of either of them, the

Contractor shall not be liable for damages for such delay or failure unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery date.

17. Conflict with Existing Law: If any provision of the contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the offending provision go to the heart of the contract, the contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

18. Transportation Responsibility: All equipment shall be furnished on an "F.O.B." destination basis. The Contractor is responsible for all freight, crating, rigging, unloading, and other incidental costs necessary to accommodate delivery of the equipment.

19. Returns: Within 30 days of purchase thereof by the District, the District shall have the right to return to the Contractor, freight collect and without prior authorization from the Contractor, any overshipments or equipment shipped in error.

20. Inspection: Equipment furnished by Contractor hereunder shall be subject to inspection and approval by the District. The District reserves the right to reject and return, at Contractor's expense, equipment which is defective or not in compliance with specifications. Defects or other failure shall not be deemed waived by the District's failure to notify Contractor upon receipt of the equipment, or by payment of invoices. The inspection of the equipment by the District does not relieve the Contractor from any responsibility to meet the contract requirements regarding defects or other failures which may be discovered prior to acceptance. Except as otherwise provided herein, acceptance by the District shall be conclusive, except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Payment: Invoices shall be mailed to: Accounts Payable, Westlands Water District, P.O. Box 6056, Fresno, CA 93703-6056. Invoices received by the 5th day of the month will be paid no later than the 21st day of the month. Invoices received after the 5th day of the month will be paid no later than the 21st day of the following month. The Contractor's standard invoice payment terms shall not be accepted as a condition of payment. All payments by the District shall be net invoice amount.

22. Equal Employment Opportunity:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor shall, in all solicitations or advertisements for employees placed in or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the District advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor shall comply with all provisions of Executive Order No. 11245 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further District contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor shall include the provisions of Paragraphs 24(a) through 24(f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11346 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon such subcontractor. The Contractor shall take such action with respect to any subcontract or purchase order as the District may direct as a means of enforcing such provisions, including sanctions or noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the District, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

23. During the performance of this agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, color, ancestry, religious creed, national origin, physical disability, (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment free of such discrimination and harassment. The Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

24. Default: If the Contractor does not furnish the equipment within the time specified within the Specifications, the District may, by written notice to the Contractor, terminate his right to proceed. Thereafter, the District may acquire comparable equipment and the Contractor shall be liable for any resulting excess cost to the District. If the District does not terminate the Contractor's right to furnish the equipment, he shall continue the work and shall be liable to the District for any liquidated damages inasmuch as the District will suffer actual damages which will be extremely difficult and impracticable to fix if the equipment is not delivered by the date which has been specified. Contractor shall not, however, be liable for delays which are beyond his control as provided in Paragraph 18. In the event of such delays, the date by which the equipment is to be delivered shall be extended for the period of time actually lost because of the delay.

25. Warranty: Contractor expressly warrants that the equipment and all its components, assemblies, parts, and materials (1) will be free from defects in workmanship and materials, and (2) will

be free and clear of all liens and encumbrances. Contractor hereby warrants to the District good and merchantable title thereto. All of said warranties shall run to the District, and its successors, assigns, and customers. All of said warranties shall be construed as conditions, as well as warranties, and shall not be deemed to be exclusive of other warranties, expressed or implied.

26. Non-Discrimination Clause: During the performance of the Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into the Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

27. Hold Harmless: To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the District, its directors, officers, employees or authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of equipment; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct of its directors, officers, employees, or authorized volunteers.

28. Insurance: Contractor will file with the District before beginning work, certificates of insurance and policy endorsements satisfactory to the District evidencing general liability coverage, of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability of \$1,000,000; requiring 30 days (10 days for non-payment of premium) notice of cancellation to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the District, its directors, officers, employees, or authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. In the event that the Contractor employs sub-contractors as part of the work covered by the contract, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

29. The District hereby notifies all bidders that it will affirmatively ensure that, for any contract entered into pursuant to this Request for Quotation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, religion, sex, color, national origin, age, or disability in consideration for an award.

WESTLANDS WATER DISTRICT

CONTRACT AGREEMENT

EISIP/GRANT IRRIGATION SYSTEM EQUIPMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the WESTLANDS WATER DISTRICT, a local public agency of the State of California, hereinafter designated as the District, and _____, hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. The Contract Documents for Request for Quotation No. _____, consisting of the Instructions to Bidders and General Conditions and the Bid Submittal Form, are hereby incorporated in and made a part of this Agreement.

ARTICLE II. For and in consideration of the payment amount of \$ _____ to be made by the District, the Contractor agrees to furnish at his own cost and expense all equipment, and material necessary and to do everything required by the Contract Documents.

ARTICLE III. For the furnishing of materials, and equipment, and doing all the work contemplated and embraced in this Agreement; the District will pay and the Contractor shall receive as compensation therefor the total bid amount named on the Bid Submittal Form.

ARTICLE IV. The District hereby employs the Contractor, to provide the Irrigation System Equipment according to the Bid Submittal Form herein referred to, for the payment amount aforesaid, and the District agrees to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

CONTRACTOR:

WESTLANDS WATER DISTRICT

By _____
Authorized Signature

By _____
Assistant General Manager

Title

Taxpayer I.D. Number

DUNS Number

WESTLANDS WATER DISTRICT

NON-COLLUSION DECLARATION

I, _____, declare that I am _____(Title) of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of any one interest in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT (A)

**BUY AMERICAN ACT CERTIFICATE
(For All Solicitations Where 52.225-1 is in Contract)**

(a) The Bidder certifies that each end product, except those listed in paragraph of this provision, is a domestic end product and that the Bidder has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Bidder shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act - Supplies."

(b) Foreign End Products:

Line Item No.	Quantity	Cost	Country of Origin
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(List as necessary)

(c) Westlands Water District will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Company RFQ#

Signature/Title Date

ATTACHMENT (B)

52.225-1 BUY AMERICAN ACT SUPPLIES (FEB 2009) 25.1101(a)(1)

(a) Definitions. As used in this clause

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "*Buy American Act Certificate*."

Westlands Water District
Expanded Irrigation System Equipment/Grant
Delivery Verification Form

Re: RFQ # _____

This is to confirm that the undersigned has received the Irrigation System Equipment as listed on the attached invoice(s) in reference to the above RFP.

Water User Name

Authorized Representative* (Print Name)

Account Number

Signature

Location of Delivery

Date

* Note: The form must be signed by the water user's authorized representative that executed the lease contract. After signature and returned a copy of this form must be sent to Resources.

**Westlands Water District
Irrigation System Equipment
Open Vendor List**

Aanonson Sprinkler Co.

19170 Hwy. 99
Madera, CA 93637
Phone: (559) 674-4078
Fax: (559) 673-4261

Agri-Valley Irrigation, Inc.

P.O. Box 11881
Fresno, CA 93775
Phone: (559) 486-1412
Fax: (559) 486-0507

**Bennett & Bennett
Irrigation Systems**

P.O. Box 190
Selma, CA 93662
Phone: (559) 896-0200
Fax: (559) 896-9195

CalRanch

356 Truesdale
Shandon, CA 93461
Phone: (805) 238-5703

Cal West Rain

P.O. Box 306
Kerman, CA 93630
Phone: (559) 846-5326
Fax: (559) 843-2420

D & B Rentals

7147 N. Bengston Avenue
Fresno, CA 93711
Phone: (559) 498-6155

Drip 2000, Inc.

36930 W. Jensen
Mendota, CA 93640
Phone: (559) 655-2000

Eurodrip Inc.

2821 Holiday Way
Madera, CA 93637
Phone: (559) 673-9269
Fax: (559) 673-9260

Frasier Irrigation

P.O. Box 395
Dos Palos, CA 93630
Phone: (209) 387-4202
Fax: (209) 387-4209

G & L Irrigation

P.O. Box 292
Madera, CA 93639
Phone: (559) 675-8636
Fax: (559) 675-3157

Irrigation Concepts

P.O. Box 307
Mcfarland, CA 93600
Phone: (661)-792-1886
Fax: (661)-792-1817

Irrigation Design & Constr.,

11220 Hwy. 33
P.O. Box 1412
Patterson, CA 95363
Phone : (209) 894-6407
Fax : (209) 892-5184

Irrigation Systems, Inc.

1892 E. Cardella
Firebaugh, CA 93622
Phone: (209) 538-1773
Fax: (209) 943-7774

J & L Irrigation

215 Marks Avenue
Fresno, CA 93706
Phone: (559) 237-2181
Fax: (559) 237-3859

Landmark Irrigation, Inc.

20550 Golden State Blvd.
Madera, CA 93637
Phone : (559) 661-8828
Fax : (559) 661-4489

Panoche Irrigation Co.

45499 W. Panoche Road
Firebaugh, CA 93622
Phone: (559) 659-4114

Rain For Rent

2474 W. Whitesbridge Road
Fresno, CA 93706
Phone: (559) 485-5610

Taylor Made Irrigation

5724 W. Beechwood Ave.
Fresno, Ca. 93722
Phone: (559) 289-3839

U.S. Irrigation

3876 Allen Road
Bakersfield, CA 93312
Phone: (661) 588-9044

Valley Irrigation Service

25221 Avenue 20-1/2
P.O. Box 1137
Madera, CA 93639
Phone : (559) 673-8900
Fax : (559) 664-0959

Wade Rain

2851 E. Florence Avenue
Fresno, CA 93721
Phone: (559) 485-7171
Fax: (559) 485-7623

Water Reclamation Equip.

10500 N. Russell Avenue
Firebaugh, CA 93622
(209) 364-6145

Watson Ag Irrigation

P.O. Box 160
Caruthers, CA 93609
Phone: (559) 864-3551
Fax: (559) 864-0501

Western Ag & Turf

501 N. Gateway Drive
Madera, CA. 93637
Phone: (559)-673-9263
Fax : (559)-673-9260

West Side Pump Co.

21500 W. Manning
San Joaquin, CA 93660
Phone: (559) 693-4315
Fax: (559) 693-2129

Quantum Irrigation

720 N. Sacramento St.
Lodi, CA 95240
Phone: (209)-368-6676
Phone: (209)-367-4929

January, 2011

**Westlands Water District
Expanded Irrigation System Improvement Program
Designer Open List***

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Agro Industrial Management, Farrouk Hassan, P.O. Box 5632, Fresno, CA, 93755-5632,
(559)224-1618

Blair, Church & Flynn, Consulting Engineers, David Mowry, 2893 Larkin Ave., Clovis, CA,
93612, (559)291-5507

Landmark Irrigation, Inc., 20550 Golden State Blvd., Madera, CA 93637 (559) 661-8828,
Fax: (559) 661-4489

Crop Production Engineering, Francois vanderSpuy, 460 Seminary St. Napa, CA, 94559,
(707)252-2641

Greenleaf Consulting, Jim Gartung, 1333 E. Richert Ave., Fresno, CA, 93704, (559)226-5281

JM Lord, Inc., Scientists & Engineers, Joe Lord, 267 N. Fulton, CA, 93701, (559)268-9755

Louis C. Pond Co., Buddy Pond, 601 N. Schnoor, Madera, CA, 93637, (559)673-7003

Mead & Hunt, Chuck Nahn, 525 West 20th Street, Merced, CA, 95340, (559)383-2000

Provost & Pritchard Engineering Group Inc., Mike Day, 286 W. Cromwell Ave., Fresno, CA,
93711, (559)449-2704

Western Ag & Turf, Carl Carlsen, 24294 Avenue 18, Suite G, Madera, CA 93638, (559)675-
0282

Eurodrip Inc., Lance Goldsmith, 8963 Carroll Way, San Diego, CA 92121,
(661) 747-7147

***This list is neither an endorsement of nor all inclusive of available resources that would be capable of assembling a design bid package or act as an independent bid reviewer for the Water Conservation through Irrigation System Improvement Program. This list is open and will be updated as other resources become known.**