

# EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2509

for

CISCO SMART NET TOTAL CARE SUPPORT

Contact Person: John W. Grimes, Buyer II

Phone Number: (510)287-0316

E-mail Address: [john.grimes@ebmud.com](mailto:john.grimes@ebmud.com)

For complete information regarding this project, see RFQ posted at <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFQ process, for any published addenda regarding this RFQ.

**Bids Due**

by

**1:30 p.m.**

on

**November 20, 2024**

All bid submissions hand delivered or mailed (USPS, FedEx, UPS, etc.) to the address or PO Box noted below and must be received no later than 1:30 p.m. on the bid due date.

<b>RESPONSE DELIVERED BY SERVICE</b> (UPS, FedEx, DHL, etc., during business hours: 8:00 AM – 4:00 PM only) to:  EBMUD–Purchasing Division RFQ 2509 - CISCO SMART NET TOTAL CARE SUPPORT 375 11 <sup>th</sup> Street Oakland, CA 94607	<b>RESPONSE DELIVERED BY MAIL</b> (U.S. Postal Service) to:  EBMUD–Purchasing Division RFQ 2509 - CISCO SMART NET TOTAL CARE SUPPORT P.O. Box 24055 Oakland, CA 94623	<b>RESPONSE HAND-DELIVERED</b> (during business hours: 8:00 AM – 4:00 PM only)  EBMUD–Purchasing Division RFQ 2509 - CISCO SMART NET TOTAL CARE SUPPORT Purchasing Office 375-11 <sup>TH</sup> Street, 1 <sup>st</sup> Floor Oakland, CA 94607
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## CISCO SMART NET TOTAL CARE SUPPORT

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- EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

## I. STATEMENT OF WORK

### A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the Cisco Smart Net Total Care (SNTC) maintenance services required for the District's Cisco Systems products for a 1-year term contract beginning on February 1, 2025, with four (4) options to renew for one-year period(s).

The District does not have the Cisco Digital Network Architecture (DNA) Center Infrastructure. Do not quote any DNA software licenses renewals.

East Bay Municipal Utility District (District) intends to award a contract to the lowest cost bidder(s) whose response meets the District's requirements.

### B. BIDDER QUALIFICATIONS

Bidder Minimum Qualifications

Bidder shall be a certified or authorized reseller of SNTC services by Cisco Systems, Inc.

Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

### C. SPECIFIC REQUIREMENTS

PROPOSAL SPECIFICATIONS

The equipment to be included in this maintenance contract is listed on the BID FORMS. Bidders need to complete the blank columns on the BID FORMS.

It is required that maintenance of the District's Cisco Systems products, as listed, be provided for such Cisco product located at all District sites that have Cisco Systems products installed.

The District may terminate any piece of equipment from coverage under the resulting Agreement at any time by giving thirty (30) days written notice. The District shall receive a pro-rated credit for any prepaid amount on that piece of equipment.

The District may, at its option, add new equipment to the resulting Agreement at any time. Any additional Cisco equipment acquired by the District during the term of the resulting Agreement may be added to the Agreement, co-terminous, and pro-rated, at a rate mutually agreeable.

DESCRIPTION OF SERVICES

The equipment to be included in this maintenance contract is listed on the BID **FORMS**. Each product is listed with the required SERVICE LEVEL as defined below. In order to qualify as a bidder, your firm must be able to meet or exceed ALL of the support services outlined below. **Fill in the blank columns on the BID FORMS.**

The product maintenance required is as follows:

Cisco Smart Net Total Care (SNTC) Service:

- Around-the-clock access to Cisco Technical Assistance Center (TAC)
- Access to the extensive Cisco.com knowledge base and tools
- Advance hardware replacement (Next business and same day service with 2-hour and 4-hour replacement)
- Operating system software updates and upgrades, including both minor and major releases within the licensed feature set

**Service Level SNTC 24x7x4:**

Smart Net 24x7x4 includes:

1. All of the benefits of SNTC support,
2. Hardware replacement: 4-hour delivery, 24 hours a day, 7 days a week, including holidays.

**Service Level SNTC 8x5xNext Business Day:**

Smart Net 8x5xNext Business Day (NBD) includes:

1. All of the benefits of SNTC support,
2. Hardware replacement: Next business day delivery, Monday to Friday, local business hours base on depot time

INSPECTION AND REPAIR

Prior to the commencement date of maintenance service under this agreement, the equipment may be inspected, at no charge to the District, by the Vendor to determine if it is in acceptable condition for maintenance under any agreement. Any repairs or adjustments then deemed necessary by the Vendor to bring the equipment up to an acceptable condition shall be made by the District through the current equipment maintenance Vendor, if any, prior to the commencement of maintenance service under this agreement.

**II. CALENDAR OF EVENTS**

EVENT	DATE/LOCATION
RFQ Issued	November 5, 2024

<b>Deadline For Submission of Questions</b>	November 12, 2024
<b>Response Due</b>	<b>November 20, 2024</b> by 1:30 p.m. At this time all bids will be opened publicly in the EBMUD Board Room at 375 Eleventh St., Oakland, CA 94607*
<b>Anticipated Contract Start Date</b>	January 20, 2025

**Note:** All dates are subject to change by District.

Bidders are responsible for reviewing <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> for any published addenda.

### **III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

#### **A. RFQ ACCEPTANCE AND AWARD**

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. Bidder must bid on all items on the schedule to be considered responsive.
3. The District reserves the right to award to a single or to multiple Contractors, dependent upon what provides the lowest overall cost to the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions, issued by the District, or those included in the bidder’s submission, in relation to this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after bids have been opened.

#### **B. BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS, AND EXCEPTIONS**

Any references to manufacturers, trade names, brand names, and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer an equivalent product that meets or exceeds the specifications.

The District reserves the right to be the sole judge of what shall be considered equal and/or acceptable and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the brand and/or product referenced in this RFQ will be supplied.

**Taking exception to the RFQ, or failure on the part of the bidder to comply with all requirements and conditions of this RFQ, may subject the RFQ response to rejection. If no deviations are shown, the bidder will be required to furnish the material exactly as specified. The burden of proof of compliance with the specifications will be the responsibility of the bidder.**

This RFQ is subject to acceptance only on the terms and conditions stated in this RFQ. Any additional or different terms and conditions proposed by the bidder are hereby rejected and shall be of no force or effect unless expressly assented to in writing by the District.

C. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ response evaluation process, all entities who submitted a bid package will be notified in writing by e-mail or USPS mail with the name of the Bidder being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

#### E. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. POs and payments for products and/or services will be issued only in the name of Contractor.
3. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

**F. TERM / TERMINATION / RENEWAL**

1. The term of the contract, which may be awarded pursuant to this RFQ, will be five (5) years.
2. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
3. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

**G. INVOICING**

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

**IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION****A. DISTRICT CONTACTS**

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below.

**TECHNICAL SPECIFICATIONS:**

Attn: Tom Canale, Information Services Supervisor

EBMUD-IT Operations Div. / Information Systems Dept.

E-Mail: [Thomas.canale@ebmud.com](mailto:Thomas.canale@ebmud.com) or FAX: (510)287-0373

PHONE: (510) 287-0202

**CONTRACT EQUITY PROGRAM:**

Attn: Contract Equity Office

PHONE: (510) 287-0114



AFTER AWARD:

Attn: Tom Canale, Information Services Supervisor  
EBMUD-IT Operations Div. / Information Systems Dept.  
E-Mail: [Thomas.canale@ebmud.com](mailto:Thomas.canale@ebmud.com) or FAX: (510)287-0373  
PHONE: (510) 287-0202

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. All RFQ responses must be SEALED and received by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time/date, or at a place other than the stated addresses, cannot be considered and will be returned to the bidder unopened. The EBMUD mailroom and Purchasing Division timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.
5. RFQ responses are to be addressed/delivered as follows:

Mailed (USPS):

East Bay Municipal Utility District  
CISCO SMART NET TOTAL CARE SUPPORT  
RFQ No. 2509  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered, delivered by courier or package delivery service (UPS, FedEx, DHL, etc.):

East Bay Municipal Utility District  
CISCO SMART NET TOTAL CARE SUPPORT  
RFQ No. 2509  
EBMUD–Purchasing Division  
375 Eleventh Street, First Floor  
Oakland, CA 94607

**Bidder's name, return address, and the RFQ number and title must also appear on the mailing package.**

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the bidder offers and agrees that if the RFQ response is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFQ response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFQ documents.
10. It is understood that the District reserves the right to reject any or all RFQ responses.
11. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



**EXHIBIT A**  
**RFQ RESPONSE PACKET**  
**RFQ No. 2509 – CISCO SMART NET TOTAL CARE SUPPORT**

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: \_\_\_\_\_

(Official Name of Bidder)

**RFQ RESPONSE PACKET GUIDELINES**

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES AND ONE (1) COPY CONTAINING THE FOLLOWING IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFQ RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”**



## BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.
11. The undersigned acknowledges **ONE** of the following (please check only one box):

- Bidder is not an SBE and is ineligible for any bid preference; **OR**
- Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 7% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Bidder (exactly as it appears on Bidder's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- Corporation
- Limited Liability Partnership
- Limited Liability Corporation
- Other: \_\_\_\_\_
- Joint Venture
- Partnership
- Non-Profit / Church

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_



## BIDDING SHEET

Cost shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

**NOTE: Bidders must bid on all items on the schedule to be considered responsive**

If you would like to request for an excel version of the bidding sheet, please send request to [thomas.canale@ebmud.com](mailto:thomas.canale@ebmud.com).

Payment terms \_\_\_\_\_

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
1	ASR1001-X=	FXS2112Q2NE	5122334715	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
2	ASR1001-X=	FXS2116Q38E	5139216098	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
3	C9200-24P-E	JAD23200X8R	5360934877	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
4	C9200-24P-E	JAD23200XA8	5360934778	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
5	C9200-24P-E	JAD23200XBD	5360934722	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
6	C9200-24P-E	JAD23200XBQ	5360934835	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
7	C9200-24P-E	JAD23200XHY	5360934940	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
8	C9200-24P-E	JAD23201M9W	5360934743	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
9	C9200-24P-E	JAD232110VV	5360934925	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
10	C9200-24P-E	JAD232110XY	5360934841	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
11	C9200-24P-E	JAD2321110B	5360934891	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
12	C9200-24P-E	JAD23222FJD	5366220279	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
13	C9200-24P-E	JAD23222FL7	5366220306	SNTC 8X5XNBD	1-Feb-25	\$	%	\$

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
14	C9200-24P-E	JAE26281W95	5700614803	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
15	C9200-24P-E	JAE26281WHS	5700614816	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
16	C9300-24U-A	FJB2340D05Z	5409720085	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
17	C9300-24U-A	FJC2344E0VY	5430418716	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
18	C9300-24U-E	FCW2250AHHF	5317932032	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
19	C9300-24U-E	FCW2250AHHY	5317932034	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
20	C9300-24U-E	FCW2250BHFL	5317932025	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
21	C9300-24U-E	FCW2250DHGC	5317932047	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
22	C9300-24U-E	FJB2317D03P	5350729676	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
23	C9300-24U-E	FJC2317U079	5350729089	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
24	C9300-24U-E	FJC2317U07F	5350729688	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
25	C9300-48U-E	FCW2241C0UX	5283197887	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
26	C9300-48U-E	FCW2241D0VY	5283197841	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
27	C9300-48U-E	FCW2241E0RL	5283197890	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
28	C9300-48U-E	FCW2241L0S8	5283197816	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
29	C9300-48U-E	FCW2249AHA5	5304379341	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
30	C9300-48U-E	FCW2249BH9S	5304379343	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
31	C9300-48U-E	FCW2249BH9W	5304367471	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
32	C9300-48U-E	FCW2249EH5V	5304379339	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
33	C9300-48U-E	FJC26321BBW	5725356489	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
34	C9300-48U-E	FJC26321C1C	5725356555	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
35	C9300-48U-E	FJC26321C48	5725356563	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
36	C9300-48U-E	FJC26321C5L	5725356565	SNTC 8X5XNBD	1-Feb-25	\$	%	\$



ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
37	C9300-48U-E	FJC26321CJ5	5725356539	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
38	C9300-48U-E	FOC2241Q0SH	5283197861	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
39	C9300-48U-E	FOC2241Q0SJ	5283197848	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
40	C9300-48U-E	FOC2241U0UH	5283197827	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
41	C9300-48U-E	FOC2241X0S7	5283197761	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
42	C9300-48U-E	FOC2241X0S8	5283197879	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
43	C9300-48U-E	FOC2241X0SC	5283197781	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
44	C9300-48U-E	FOC2241Z0MR	5283197870	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
45	C9300-48U-E	FOC2249Q094	5304379338	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
46	C9300-48U-E	FOC2249Z099	5304379335	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
47	C9500-24Y4C-E	CAT2322L0HY	5361025597	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
48	C9500-48Y4C-A	CAT2341L0BT	5411782534	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
49	C9500-48Y4C-A	CAT2343L387	5411782552	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
50	IE-2000-16TC-G-E	FDO2710J94Z	5799541684	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
51	IE-2000-16TC-G-E	FDO2710JB1K	5799541682	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
52	IE-2000-16TC-G-E	FDO2710JBH2	5799541661	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
53	IE-4000-4GC4GP4G-E	FDO2215U0HG	5230252340	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
54	IE40004GC4GP4GE-WS	FDO2041U022	5274137032	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
55	IR1101-A-K9	FCW2513P4KQ	5562958284	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
56	IR1101-K9	FCW2603YFTE	5658004668	SNTC NO RMA	1-Feb-25	\$	%	\$
57	IR1101-K9	FCW2607Y3K3	5658005173	SNTC NO RMA	1-Feb-25	\$	%	\$
58	IR1101-K9	FCW2607Y3K9	5658005156	SNTC NO RMA	1-Feb-25	\$	%	\$
59	IR1101-K9	FCW2607Y3KB	5658005149	SNTC NO RMA	1-Feb-25	\$	%	\$

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
60	IR1101-K9	FCW2607Y3LY	5658005137	SNTC NO RMA	1-Feb-25	\$	%	\$
61	IR1101-K9	FCW2607Y3NH	5658005116	SNTC NO RMA	1-Feb-25	\$	%	\$
62	IR1101-K9	FCW2607Y3P0	5658005107	SNTC NO RMA	1-Feb-25	\$	%	\$
63	IR1101-K9	FCW2607Y3PW	5658005099	SNTC NO RMA	1-Feb-25	\$	%	\$
64	IR1101-K9	FCW2607Y406	5658005082	SNTC NO RMA	1-Feb-25	\$	%	\$
65	IR1101-K9	FCW2607Y40V	5658005066	SNTC NO RMA	1-Feb-25	\$	%	\$
66	IR1101-K9	FCW2607Y4P9	5658005044	SNTC NO RMA	1-Feb-25	\$	%	\$
67	IR1101-K9	FCW2607Y4SM	5658005025	SNTC NO RMA	1-Feb-25	\$	%	\$
68	IR1101-K9	FCW2607Y4SV	5658005008	SNTC NO RMA	1-Feb-25	\$	%	\$
69	IR1101-K9	FCW2607Y4T0	5658004982	SNTC NO RMA	1-Feb-25	\$	%	\$
70	IR1101-K9	FCW2607Y4T3	5658004956	SNTC NO RMA	1-Feb-25	\$	%	\$
71	IR1101-K9	FCW2607Y4TB	5658004942	SNTC NO RMA	1-Feb-25	\$	%	\$
72	IR1101-K9	FCW2607Y4TJ	5658004922	SNTC NO RMA	1-Feb-25	\$	%	\$
73	IR1101-K9	FCW2607Y4U0	5658004911	SNTC NO RMA	1-Feb-25	\$	%	\$
74	IR1101-K9	FCW2607Y4U5	5658004898	SNTC NO RMA	1-Feb-25	\$	%	\$
75	IR1101-K9	FCW2607Y4UF	5658004877	SNTC NO RMA	1-Feb-25	\$	%	\$
76	IR1101-K9	FCW2607Y4W6	5658004855	SNTC NO RMA	1-Feb-25	\$	%	\$
77	IR1101-K9	FCW2607Y4YD	5658004837	SNTC NO RMA	1-Feb-25	\$	%	\$
78	IR1101-K9	FCW2607Y4Z9	5658004799	SNTC NO RMA	1-Feb-25	\$	%	\$
79	IR1101-K9	FCW2607Y55T	5658004788	SNTC NO RMA	1-Feb-25	\$	%	\$
80	IR1101-K9	FCW2607Y567	5658004757	SNTC NO RMA	1-Feb-25	\$	%	\$
81	IR1101-K9	FCW2607Y57C	5658004739	SNTC NO RMA	1-Feb-25	\$	%	\$
82	IR1101-K9	FCW2607Y57M	5658004710	SNTC NO RMA	1-Feb-25	\$	%	\$

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
83	IR1101-K9	FCW2607Y57Z	5658004686	SNTC NO RMA	1-Feb-25	\$	%	\$
84	IR1101-K9	FCW2607Y58E	5658005187	SNTC NO RMA	1-Feb-25	\$	%	\$
85	IR1101-K9	FCW2607Y6BL	5658004602	SNTC NO RMA	1-Feb-25	\$	%	\$
86	IR1101-K9	FCW2651Y7RW	5772250435	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
87	IR1101-K9	FCW2651Y82Y	5772250440	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
88	IR1101-K9	FCW2652Y9DK	5772250452	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
89	IR1101-K9	FCW2653Y3F1	5772250480	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
90	IR1101-K9	FCW2653Y3F4	5772250491	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
91	IR1101-K9	FCW2653Y3FG	5772250503	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
92	IR1101-K9	FCW2653Y3G4	5772250518	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
93	IR1101-K9	FCW2653Y3GL	5772250529	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
94	IR1101-K9	FCW2653Y3H2	5772250552	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
95	IR1101-K9	FCW2653Y3HA	5772250559	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
96	IR1101-K9	FCW2653Y3HL	5772250567	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
97	IR1101-K9	FCW2653Y3HP	5772250589	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
98	IR1101-K9	FCW2653Y3K9	5772250620	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
99	IR1101-K9	FCW2653Y3KH	5772250353	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
100	IR1101-K9	FCW2653Y3QF	5772250768	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
101	IR1101-K9	FCW2653Y3RG	5772250408	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
102	IR1101-K9	FCW2653Y3SL	5772250421	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
103	IR1101-K9	FCW2653Y3SM	5772250429	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
104	IR1101-K9	FCW2653Y3SP	5772250628	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
105	IR1101-K9	FCW2653Y3SQ	5772250639	SNTC 8X5XNBD	1-Feb-25	\$	%	\$

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
106	IR1101-K9	FCW2653Y3SS	5772250657	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
107	IR1101-K9	FCW2653Y3SZ	5772250668	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
108	IR1101-K9	FCW2653Y3TP	5772250686	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
109	IR1101-K9	FCW2653Y3U5	5772250699	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
110	IR1101-K9	FCW2653Y3UZ	5772250713	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
111	IR1101-K9	FCW2653Y3Y1	5772250723	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
112	IR1101-K9	FCW2653Y41C	5772250732	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
113	IR1101-K9	FCW2653Y41R	5772250740	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
114	IR1101-K9	FCW2653Y43N	5772250754	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
115	IR1101-K9	FCW2701Y03E	5772250392	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
116	IR1101-K9	FCW2804Y31M	5889867941	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
117	IR1101-K9	FCW2804Y6KF	5889867961	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
118	IR1101-K9	FCW2804Y95C	5889867956	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
119	IR1101-K9	FCW2804Y9HJ	5889867952	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
120	ISR4321/K9	FDO2126A2M2	5134077068	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
121	ISR4321- SEC/K9-RF	FLM1943W0PP	5361549322	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
122	ISR4331/K9	FLM2102W0AX	5078870588	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
123	ISR4331/K9	FLM2141V1Q6	5169961332	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
124	ISR4331/K9	FLM2227W0TE	5246853013	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
125	ISR4331- VSEC/K9	FLM2136W00W	5154691020	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
126	ISR4331- VSEC/K9	FLM2212Y1ET	5217472472	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
127	ISR4331- VSEC/K9-RF	FLM2038W15S	5361472860	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
128	ISR4331- VSEC/K9-WS	FDO2544M1PB	5694416330	SNTC 8X5XNBD	1-Feb-25	\$	%	\$

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
129	ISR4331-VSEC/K9-WS	FDO2553M031	5694416313	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
130	ISR4331-VSEC/K9-WS	FDO2618M4NL	5774356206	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
131	ISR4331-VSEC/K9-WS	FDO2642M1F6	5780862083	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
132	P-5GS6-GL=	FOC2638BNDP	5742713314	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
133	P-5GS6-GL=	FOC2638BNEP	5742713322	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
134	P-5GS6-GL=	FOC2638BNFV	5742713332	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
135	P-5GS6-GL=	FOC2638BNL9	5742713329	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
136	P-5GS6-GL=	FOC2638BNLM	5742713327	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
137	PWR-RPS2300=	FDO1603YGWC	899766349	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
138	PWR-RPS2300=	FDO1604YGZA	899766320	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
139	PWR-RPS2300=	FDO1604YGZE	899766376	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
140	PWR-RPS2300=	FDO1604YGZN	899766395	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
141	PWR-RPS2300=	FDO1604YGZQ	899766275	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
142	PWR-RPS2300=	FDO1604YGZR	899765633	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
143	PWR-RPS2300=	FDO1604YH0C	899765519	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
144	PWR-RPS2300=	FDO1604YH0D	899765538	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
145	PWR-RPS2300=	FDO1604YH0G	899766364	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
146	PWR-RPS2300=	FDO1604YH0V	899765682	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
147	PWR-RPS2300=	FDO1604YH1C	899765649	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
148	PWR-RPS2300=	FDO1604YH1L	899765555	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
149	PWR-RPS2300=	FDO1604YH1M	899765584	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
150	PWR-RPS2300=	FDO1605YG2B	899766408	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
151	VG320-WS	FGL2420L4A9	5582514607	SNTC 8X5XNBD	1-Feb-25	\$	%	\$

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
152	WS-C2960C-8PC-L	FOC1849Z1K8	1629702904	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
153	WS-C2960C-8TC-L	FOC1848Y0P4	1611685525	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
154	WS-C2960CX-8PC-L	FOC2002W2M8	1778448636	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
155	WS-C2960CX-8PC-L	FOC2002W2TG	1778448781	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
156	WS-C2960CX-8PC-L	FOC2002W31U	1778449241	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
157	WS-C2960X-24PD-L	FOC1746S5Y4	1480991256	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
158	WS-C2960X-24PSQ-L	FCW1747A0GK	1492070889	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
159	WS-C3560CX-12PC-S	FOC2241Y0J8	5278411714	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
160	WS-C3560CX-12PC-S	FOC2350L1A8	5422243215	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
161	WS-C3560CX-12PC-S	FOC2350L1B3	5422243233	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
162	WS-C3560CX-12PC-S	FOC2350L1D0	5422243222	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
163	WS-C3560CX-12PC-S	FOC2350L1D9	5422243202	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
164	WS-C3560CX-12PC-S	FOC2350L1G6	5422243227	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
165	WS-C3650-24PS-S	FDO2108E16J	5097610152	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
166	WS-C3650-48TS-L	FDO1926E33T	1695594014	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
167	WS-C3650-48TS-L	FDO1927E1BE	1695593682	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
168	WS-C3850-12S-E	FOC1838U0GX	1587956269	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
169	WS-C3850-24P-E-WS	FCW2218F06J	5336306212	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
170	WS-C3850-24T-E	FOC2014U021	1788784914	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
171	WS-C3850-24T-S	FCW1817C0EZ	1548019615	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
172	WS-C3850-24T-S	FCW1817C0F8	1548019280	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
173	WS-C3850-24T-S	FCW2101D13F	5081379118	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
174	WS-C3850-48PW-S	FOC2008U1JV	1800925697	SNTC 8X5XNBD	1-Feb-25	\$	%	\$

ITEM #	PRODUCT NUMBER	SERIAL NUMBER	INSTANCE NUMBER	SUBSCRIPTION /SERVICE DESCRIPTION	START DATE	LIST PRICE	DISC %	DISCOUNT PRICE
175	WS-C3850-48T-S	FCW2012D0XC	1783469515	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
176	WS-C3850-48T-S	FCW2102C1QM	5250024902	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
177	WS-C3850-48T-S	FOC1816X00M	1544088393	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
178	WS-C3850-48T-S	FOC2012U143	1783469599	SNTC 8X5XNBD	1-Feb-25	\$	%	\$
<b>TOTAL AMOUNT BID</b>								<b>\$</b>



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Exceptions, Clarifications, Amendments:**

- (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder’s RFQ response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFQ Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

2. **Contract Equity Program:**

- (a) Every bidder must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Contractor Employment Data and Certification". Any bidder needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFQ response.





**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**  
**RFQ No. 2509 - CISCO SMART NET TOTAL CARE SUPPORT**

**Bidder Name:** \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder’s RFQ response. **The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all contractors regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All Contractors shall include the nondiscrimination provisions above in all subcontracts. Please include the required completed forms with your bid.

Non-compliance with the Guidelines may deem a bid non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can also be downloaded from the District website at the following link: <http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program, please call (510) 287-0114.



## **EXHIBIT B INSURANCE REQUIREMENTS**

**CONTRACTOR/COMPANY NAME:** \_\_\_\_\_

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the PROPOSER agrees to meet the minimum insurance requirements stated in the RFP.

### **Provisions Applicable to All Required Insurance**

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory, and will not seek contribution from the DISTRICT's insurance or self-insurance.
- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.

- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

**I. Workers' Compensation and Employer's Liability Insurance Coverage**

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- |             |  |
|-------------|--|
| Coverage A. | Statutory Benefits Limits                            |
| Coverage B. | Employer's Liability of not less than:               |
|             | Bodily Injury by accident: \$1,000,000 each accident |
|             | Bodily Injury by disease: \$1,000,000 each employee  |
|             | Bodily Injury by disease: \$1,000,000 policy limit   |
- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- C. If CONTRACTOR is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.

- D. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."
- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

**Verification of Workers' Compensation and Employer's Liability Insurance Coverage**

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry Workers' Compensation insurance.

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Workers' Compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from \_\_\_\_\_ to \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager - Print Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager's Signature: \_\_\_\_\_

**II. Commercial General Liability Insurance ("CGL") Coverage**

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate

- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR’s behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- J. Independent Contractor’s Liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.
- K. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.
- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

**Verification of Commercial General Liability (CGL) Insurance Coverage**

**As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention: Amount: \$ \_\_\_\_\_**

**Policy Limit: \_\_\_\_\_**

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

### **III. Business Auto Liability Insurance Coverage**

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
- |  |             |
|--|-------------|
| Each Occurrence Limit (per accident) and in the Aggregate: | \$2,000,000 |
| Bodily Injury and Property Damage:                         | \$2,000,000 |
- D. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").
- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or contractor's/subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.
- G. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- H. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

### **Verification of Business Auto Liability Insurance Coverage**



**As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager – Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager’s Signature:** \_\_\_\_\_

**IV. Professional Liability (also known as Errors and Omissions) Insurance Coverage**

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$2,000,000

Aggregate Limit: \$2,000,000

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the Services.

C. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

**Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

**As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager- Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

**V. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)**

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- D. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement, and shall be at least as broad as coverage required of the underlying policies required herein.
1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
  2. There will be no exclusion for explosions, collapse, or underground damage (XCU).
  3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
  4. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
  5. Independent Contractor's Liability shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
  6. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
8. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

**As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Excess/Umbrella Limits: Amount \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Underlying Policy(ies) listed above to which Excess/Umbrella applies:**

\_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

# GENERAL REQUIREMENTS

Effective: June 9, 2021

Supersedes: September 1, 2020

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### 1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise, or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.
- b. **"Contract"** means the agreement between the District and Contractor as memorialized in the Contract Documents.

- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

## 2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten

days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

**3. CONTRACTOR'S FINANCIAL OBLIGATION**

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

**4. SAMPLES OR SPECIMENS**

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

**5. MATERIAL AND WORKMANSHIP**

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished, or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

**6. DEFECTIVE WORK**

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

**7. WARRANTY**

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import

restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

**8. NOT USED**

**9. SAFETY AND ACCIDENT PREVENTION**

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

**10. CHARACTER OF WORKFORCE**

The Contractor shall employ none but skilled competent qualified personnel to perform the Work and shall maintain discipline and order in the conduct of the Work at all times.

**11. PREVAILING WAGES & DIR REGISTRATION**

- a. Please see [www.dir.ca.gov](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted, nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required
- d. to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- e. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section

1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).

- f. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- g. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- h. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- i. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- j. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- k. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- l. General prevailing wage determinations have expiration dates with either a single
- m. asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

## **12. PAYROLL RECORDS & ELECTRONIC SUBMISSION**

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the



Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

### **13. HOURS OF LABOR**

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any

calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.

- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

#### **14. EMPLOYMENT OF APPRENTICES**

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

#### **15. CHANGES**

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The

Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **16. EFFECT OF EXTENSIONS OF TIME**

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay

event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the
- e. District, and which were not concurrent with any other type of delay) the Project
- f. Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- g. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## 18. TERMINATION

### a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
  - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  - 3. A receiver is appointed to take charge of the Contractor's property.
  - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
  - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
  - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
  - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **19. DAMAGES**

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## **20. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet.

- b. With reference to drawings:
  - i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.
  - v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
  - vi. Typical details apply to all drawings unless a specific different detail is shown.

**21. INDEMNIFICATION**

Contractor expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys’ fees, arising out of or resulting from Contractor's, its associates’, employees’, subconsultants’, or other agents’ negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

**22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

**23. NEWS RELEASES**

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

**24. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

**25. COVENANT AGAINST GRATUITIES**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.



**26. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**27. WAIVER OF RIGHTS**

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

**28. CONFIDENTIALITY**

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.



## EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

### CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the BIDDER/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

Title: \_\_\_\_\_

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

**OR**

- 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*