

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2317 for CONSTRUCTION EQUIPMENT

Contact Person: John W. Grimes, Buyer II

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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
August 9, 2023

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.

**RESPONSE DELIVERED IN-PERSON, BY
COURIER, OR PACKAGE DELIVERY
SERVICE (UPS, FedEx, DHL, etc.)**

**EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607**

RESPONSE DELIVERED BY MAIL (USPS) to:

**EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623**

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2317

for

CONSTRUCTION EQUIPMENT

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SCHEDULES II, III, AND VII

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe “purchase requirement” to furnish and deliver various construction equipment f.o.b. Destination the District’s Heavy Equipment Garage, 1199 – 21st Street, Oakland, California, as ordered and needed during the three (3)-year period beginning approximately September 13, 2023 and ending September 12, 2026, with two (2) options, to be exercised at the sole discretion of the District, to extend the contract for additional one (1)-year periods.

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

1. Bidder Minimum Qualifications

- a. Bidder, bidder’s principal, or bidder’s staff shall have been regularly engaged in the business of providing construction and/or heavy equipment for at least five (5) years.
- b. Bidder shall be a certified or authorized manufacturer, dealer, or provider for specified or “commercial equivalent” approved equipment.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

C. SPECIFICATIONS

Please refer to the Schedules II, III, and VII individual specifications for the construction equipment that are **located in EXHIBIT E in the rear of this RFQ.**

All products shall be in new and unused condition and shall be of the most current and up to date model.

D. INSPECTION

Vehicles will be inspected by the District at the dealer’s place of business for proper functioning of all equipment and systems, workmanship, appearance, and conformance to the specifications. The Dealer is to contact Scott Busch at (510) 287-1392 to arrange for inspection.

The District reserves the right-of-access to the Contractor's facility to verify conformance to this specification at the District's expense.

E. DELIVERY REQUIREMENTS

The District's Heavy Equipment Garage can receive the units between 8:00 a.m. and 3:30 p.m., Mondays through Fridays except for District holidays. Precise delivery schedules are to be arranged by contacting Darrold Withrow, Equipment Supervisor, at (510) 287-0850.

F. PARTS BOOKS, SERVICE MANUALS, AND OPERATION INSTRUCTIONS

One complete set of operating instructions, parts books and service repair manuals for all components that make up the machine must be furnished at the time new equipment is delivered. **NO EXCEPTIONS. PAYMENT WILL NOT BE MADE UNLESS MANUALS ARE RECEIVED.**

G. COMPLIANCE

Unit(s) offered shall comply with all applicable regulations and codes in effect on the date of the bid opening, including but not limited to the following:

1. Department of Transportation, Federal Highway Administration, 49 CFR Motor Carrier Safety Regulations and Standards
2. Federal Motor Vehicle Safety Regulations and Standards
3. U.S. Environmental Protection Agency
4. Federal Energy Administration
5. California Vehicle Code
6. California Code of Regulations (California Administrative Code, Title 13) (Government Industrial Safety Orders, Title 8)

H. SERVICE

Prior to delivery, the equipment shall receive the manufacturer's standard pre-delivery service and the equipment shall be tested and functionally ready to operate.

I. CONTRACTOR WARRANTY REPAIR REQUIREMENTS

Equipment under warranty shall be repaired and returned within five (5) working days or a replacement unit acceptable to the District shall be provided to the District on the sixth day and thereafter until the original unit is returned to District service. Cost associated with the replacement unit shall be the responsibility of the Contractor. In addition, any unit out of service for warranty repair in excess of fifteen (15) working days in a calendar year shall be replaced with a unit acceptable to the District commencing on the sixteenth day and everyday thereafter at the expense of the Contractor.

J. VEHICLE LICENSING

Licensing of new equipment for the State of California shall be done by the Dealer. The District will provide application for Exempt Registration to the Dealer.

The address on all documents shall be as follows:

East Bay Municipal Utility District
375 Eleventh Street
Oakland, California 94607

K. SAFETY ORDERS AND VEHICLE CODE

The equipment furnished must conform with any applicable Safety Orders of the California Division of Industrial Safety, must be equipped with all legal equipment required by the State of California Vehicle Code, and must comply with any applicable federal, state, and local laws and regulations concerning vehicular equipment.

L. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor's product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District's specification requirements, or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	July 19, 2023
Deadline For Submission of Questions	July 27, 2023
Response Due	August 9, 2023, by 1:30 p.m.
Anticipated Contract Start Date	September 15, 2023

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. Hard copies of addenda will not be mailed out.

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. 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.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. 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.
5. 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.

RFQ responses based on equivalent products must:

1. Use Exhibit A "Exceptions, Clarification and Amendments" to clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFQ.
2. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this RFQ.

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 three (3) years.
2. At the sole discretion of the District, any contract which may be awarded pursuant to this RFQ, may be extended for two (2) additional one-year terms at agreed prices with all other terms and conditions remaining the same. In the event that a Contractor does not agree to an extension, the District shall be given a minimum of 90 days' notice to locate a suitable replacement contractor.
3. 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.
4. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

G. WARRANTY

1. For any contract awarded pursuant to this RFQ, 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 guaranties 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.

H. 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: Scott Busch, Equipment Supervisor

EBMUD-Mtc. Support Division/Mtc. & Construction Department
E-Mail: scott.busch@ebmud.com
PHONE: (510)287-1392

CONTRACT EQUITY PROGRAM:
Attn: Contract Equity Office
PHONE: (510) 287-0114

AFTER AWARD:
Attn: Scott Busch, Equipment Supervisor
EBMUD-Mtc. Support Division/Mtc. & Construction Department
E-Mail: scott.busch@ebmud.com
PHONE: (510)287-1392

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
Construction Equipment
RFQ No. 2317
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
CONSTRUCTION EQUIPMENT
RFQ No. 2317
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. 2317 – CONSTRUCTION EQUIPMENT

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

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

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_____



RFQ NO. 2317 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.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

SCHEDULE II – 39-inch Vibratory Paving Roller

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	39-inch Vibratory Paving Roller as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.

SCHEDULE III – 47-inch Vibratory Paving Roller

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	47-inch Vibratory Paving Loader as specified Make _____ Model _____	\$ _____	_____ %



SCHEDULE VII – 8 Ton Class Excavator

				Discount off Current Manufacturer's Published Price List*
Item	Total Estimated Quantity	Description	Year 1 Unit Price Including Discount	Year 1
1	1 ea.	8 Ton Class Excavator as specified Make _____ Model _____	\$ _____	_____ %

Note: Discount in Year 1 will remain fixed in Years 2-5.



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. **Description of the Proposed Equipment/System:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

If applicable, please also provide any information you have available on the below:

- a. Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>
3. **References:**
 - (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.

- Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

4. **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.**

5. **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.



REFERENCES
RFQ No. 2317 – CONSTRUCTION EQUIPMENT

Bidder Name: _____

Bidder must provide a minimum of three (3) references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. 2317 – CONSTRUCTION EQUIPMENT

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 be found at the following direct link:

[Contract Equity Guidelines and 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

BIDDER shall take out and maintain during the life of the Agreement all insurance required and BIDDER 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.

BIDDERS 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 BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are 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 signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. 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.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

- I. 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.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. 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 and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or 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 of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. 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.
- P. 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 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 or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. 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.
- S. 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 CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

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. 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. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or 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.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and 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.
- E. 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 "F."
- F. 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.

INSURANCE VERIFICATION DOCUMENTS

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, 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 or Agent: Print Name: _____

Insurance Broker or Agent'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.
- 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 subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. 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 Subcontractor on CONTRACTOR’s behalf.
- I. 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.”
- J. 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).

- K. "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.

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. 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.

- 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, 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: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Business Auto Liability Insurance Coverage

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.

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. 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

C. 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").

D. 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.

E. 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 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.

F. 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. 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.

- G. 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, 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: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ Aggregate: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT C

GENERAL REQUIREMENTS

Effective: June 9, 2021
Supersedes: September 1, 2021

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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 guaranties 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 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 to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. 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.
- k. General prevailing wage determinations have expiration dates with either a single 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 as defined in Article 8.5, 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 District, and which were not concurrent with any other type of delay) the Project 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.
- e. 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.

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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.*

EXHIBIT E

INDIVIDUAL CONSTRUCTION EQUIPMENT SPECIFICATIONS

SCHEDULES II, III, AND VII

SCHEDULE II

39 INCH VIBRATORY PAVING ROLLER

GENERAL DESCRIPTION

The current District standard is the Caterpillar CB2.5. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

EQUIPMENT DESCRIPTION

New model of current production Caterpillar CB2.5. Unit(s) to include all the following MINIMUM equipment:

1. General Specifications
 - a. Minimum operating weight of 5,546 lb.
 - b. Minimum of 46 HP, maximum 48 HP diesel engine certified to EPA Tier 4F.
 - c. Foldable ROPS (ability to lower without tools)
 - d. Battery disconnect switch.
 - e. Traction control
 - f. Sliding (forward/back, right/left) suspension seat with safety switch.
 - g. Maximum width of roller drum will be 39".
 - h. Maximum length 101"
 - i. Maximum height 106"
 - j. Overall width 44"
 - k. Drum diameter 28"
 - l. Curb clearance 17.8"
 - m. Ground clearance 11"
 - n. Minimum centrifugal force per drum 2,800 lb.
 - o. Maximum centrifugal force per drum 6,700 lb.
 - p. Three vibration frequency options
 - q. Maximum travel speed 7.5 MPH
 - r. Minimum fuel tank capacity 14 gallons
 - s. Multi-function control panel with LCD display and vandalism protection.

- t. Instrumentation to include: engine coolant temp, electric hour meter, engine oil pressure, backup alarm neutral safety switch.
- u. Water system with 52-gallon tank, variable spray modes, triple filtration and self-adjust, spring Loaded scrapers.
- v. Front and rear facing work lights.
- w. Stop/turn/tail/hazard lights.
- x. Strobe light
- y. Hydrostatic drive
- z. Hydrostatic brakes
- aa. Secondary braking will be spring applied, hydraulic released (each drum)
- bb. Articulated steering

2. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE III

47 INCH VIBRATORY PAVING ROLLER

GENERAL DESCRIPTION

The current District standard is the Caterpillar CB2.7. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

EQUIPMENT DESCRIPTION

New model of current production Caterpillar CB2.7. Unit(s) to include all the following MINIMUM equipment:

1. General Specifications
 - a. Minimum operating weight of 5936 lb.
 - b. Minimum of 46 HP, maximum 49 HP diesel engine certified to EPA Tier 4F
 - c. Foldable ROPS (ability to lower without tools)
 - d. Battery disconnect switch.
 - e. Traction control
 - f. Sliding (forward/back, right/left) suspension seat with safety switch.
 - g. Maximum width of roller drum will be 47.2".
 - h. Maximum length 101"
 - i. Maximum height 106"
 - j. Overall width 52"
 - k. Drum diameter 28.3"
 - l. Curb clearance 17.8"
 - m. Ground clearance 11"
 - n. Minimum centrifugal force per drum 3,200 lb.
 - o. Maximum centrifugal force per drum 7,929 lb.
 - p. Three vibration frequency options
 - q. Maximum travel speed 7.5 MPH
 - r. Minimum fuel tank capacity 14 gallons

- s. Multi-function control panel with LCD display and vandalism protection
Instrumentation to include: engine coolant temp, electric hour meter, engine oil pressure, backup alarm, neutral safety switch.
- t. Water system with 52-gallon tank, variable spray modes, triple filtration and self-adjust, spring loaded scrapers.
- u. Front and rear facing work lights.
- v. Stop/turn/tail/hazard lights.
- w. Strobe light
- x. Hydrostatic drive
- y. Hydrostatic brakes
- z. Secondary braking will be spring applied, hydraulic released (each drum)
- aa. Articulated steering

2. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired Printed operators manual to be securely stored on machine.
- f. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- g. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- h. Dealer will provide EIN label and release the machine from DOORS upon delivery.

SCHEDULE VII

8 TON CLASS EXCAVATOR

GENERAL DESCRIPTION

The current District standard is the Caterpillar 308. Equipment offered shall be of current production and not be modified in any way at the dealer level. Unit(s) offered shall meet the following MINIMUM specifications.

EQUIPMENT DESCRIPTION

New model of current production 8-ton class Excavator, Caterpillar 308, to include all standard equipment and all specified below additional equipment. Unit(s) offered shall meet the following MINIMUM specifications.

1. Basic Specification:

- a. Net horsepower at 2200 rpm shall be at least 70.3hp (52.4kW) according to ISO 9249
- b. SAE rated gross horsepower at 2200 rpm shall be at least 74.3 hp (55.4 kW) according to ISO 14396
- c. The machine must be CR (Compact Radius) with a maximum of 12" of overhang over the side of the tracks in the standard configuration.
- d. Operating weight with the cab option shall be at least 20,678 lb. (9380 kg)
- e. Lift capacity without bucket fitted, blade down, and std stick shall be no less than 7376 lb. (3345 kg) at 14'8" (4.5 m) over the front and no less than 3627 lb. (1645 kg) at 14'8" (4.5 m) over the side.
- f. Maximum digging depth with a long stick shall be at least 15'2" (4644 mm)
- g. Maximum digging height with a long stick shall be at least 23'1" (7038 mm)
- h. Maximum dump clearance shall be at least 16'6" (5071 mm) with a long stick
- i. Maximum reach with a long stick shall be at least 25'1" (7637 mm)
- j. Height to top of cab shall be 8'3" (2540 mm)
- k. Ground clearance shall be not less than 14" (349 mm).

- l. Transport width shall be 7' 5" (2300 mm) with 18" (450 mm) tracks Maximum vertical wall shall be no less than 11'2" (3405mm) with a long stick.
- m. Manufacturer must offer an optional counterweight on the back of the machine for additional stability in extreme applications.

2. Engine:

- a. Engine shall be US EPA Tier 4 Final compliant.
- b. Machine shall be a Turbo Charged, Water-cooled, 4 stroke, 4-cylinder diesel engine.
- c. Engine bore shall be 3.7" (94 mm) and stroke shall be 4.7" (120 mm)
- d. Engine displacement shall not be less than 203.2 cubic inches (3.33L).
- e. Engine shall have automatic engine idle that automatically lowers engine revolutions when machine is not in use to save fuel.
- f. Machine shall maintain full engine power up to 8,200' (2,500 m) above sea level.
- g. The cooling system fan shall incorporate a guard.
- h. Water separator in fuel line shall be factory installed standard equipment.
- i. A factory installed high-ambient temperature cooling package capable of working conditions up to 126° F (52° C) shall be standard.
- j. The air cleaner shall incorporate both primary and safety elements.
- k. Engine shall be equipped with a standard ecology drain.
- l. Machine shall have adjustable automatic engine shutdown.

3. Electrical System:

- a. Electrical system voltage shall be 12 volts.
- b. Machine shall have a 900 CCA maintenance free battery.
- c. Alternator shall not be rated at less than 60 amps.
- d. The machine's electrical system shall incorporate a resettable 'circuit breaker' switch.
- e. All wire harnesses shall be encased in nylon mesh bindings. Machine shall have sealed electrical connectors.
- f. All wiring shall utilize color coded wires.
- g. Machine shall be equipped with battery disconnect standard.

4. Powertrain/Transmission:

- a. Travel speed shall be at least 1.9 mph (3.1 km/h) in low and 3.2 mph (5.1 km/h) in high.
- b. Traction force shall be at least 15,175 lbf (67.5 kN) in low and 6,250 lbf (27.8 kN) in high.
- c. Factory installed, standard auto two speed which provides better fuel efficiency since the machine will automatically go into higher power/torque only when the system senses that it is required while dozing, counter rotating, and uphill travel.

5. Hydraulic System:

- a. Machine shall have one variable displacement piston pump with an output of 44 gal/m (167
- b. L/m) at 2400 rpm

- c. Equipment operating pressure shall be at least 4,134 psi (285 bar). Travel operating pressure shall be at least 4,134 psi (285 bar).
- d. Operating swing pressure shall be at least 3,626 psi (250 bar). Primary circuit shall have an output of at least 35 gal/min (131 LPM) Secondary circuit shall have an output of at least 9 gal/min (33 LPM)
- e. An accumulator shall be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine. Also, to allow depressurization of hydraulic system in order to attach work tools.
- f. All fittings shall be of the O Ring Face Seal type for superior sealing against leaks.
- g. The boom cylinder circuit shall come standard with zero leak boom section valve for zero boom drift.
- h. Factory installed combined function (one-way/two-way) auxiliary high pressure hydraulic circuit shall be standard.
- i. Factory installed hydraulics to operate a hydraulic quick coupler shall be available.
- j. The bucket service shall have a relief valve fitted to protect the cylinder against shock loading.
- k. Machine shall come standard with a trim feature that can be adjusted. This allows to correct machine travel if there is abnormal wear of tracks or other components.
- l. The machines travel and throttle functions shall be electro over hydraulic controlled to maintain modulation throughout the machines life.
- m. End damping on both Boom and Stick cylinders shall help avoid spoil loss when loading at height and reduce shock loading in the machines structures.
- n. Machine shall have a load sensing, flow sharing, variable margin displacement piston pump system.
- o. Auxiliary hydraulic valve shall be standard with standard hydraulic quick disconnects on the stick.
- p. Machine shall be equipped with smart tech electronic pump that monitors Hydraulic flows, pressure, temperature, and ambient temperature to keep machine operating at maximum efficiency.

6. Undercarriage:

- a. Track length shall be 9' 4" (2880 mm)
- b. Machine shall have 18" rubber tracks.
- c. Factory installed 18" or 24" (600 mm) triple grouser track with additional holes that allow mounting of rubber street pads shall be available.
- d. An idler guard shall be provided to maintain track alignment while traveling or working on slopes.
- e. Ground pressure with 24" (600 mm) rubber tracks shall be no more than 5 psi (36.3 kPa)
- f. Machine shall come standard with hydraulic track adjusters.
- g. Machine shall come standard with tie down eyes on track frame.

7. Operators Station:

- a. A color LCD monitor system which includes...As standard - Fuel level and coolant temperature gauges, maintenance and machine monitoring, performance and

- machine adjustments, numeric security code, multiple languages, camera ready, hour meter with wake-up switch, and jog dial control with interface.
- b. The cab shall be sealed and pressurized to maximize operator comfort.
 - c. Next Generation Stick Steer comes standard.
 - d. Travel cruise control when in Stick Steer mode shall be standard.
 - e. An integrated rear camera shall be available from the factory.
 - f. Continuous flow must be able to be activated with flow in either direction or at any flow rate.
 - g. Machine must have adjustable auxiliary flow control for better controllability of attachments.
 - h. Pump flow shall decrease (auto idle) when controls are in neutral for reduced fuel consumption and sound.
 - i. Machine must be equipped with a standard power on demand offering over 10% fuel savings.
 - j. A pattern control changer between ISO and SAE shall be standard within LCD Monitor.
 - k. Proportional auxiliary control and proportional boom swing control shall be on the joystick.
 - l. Joystick mounted controls give fine control at the operators fingertips and eliminate foot pedals from the floor which gives greater operator legroom.
 - m. The throttle shall be easily adjustable by means of a dial.
 - n. All controls shall be isolated when the control consoles are raised for entrance or exit of the operator station.
 - o. The machine shall not be able to start when any of the controls are 'live'.
 - p. The upper body swing lock shall be automatically applied upon travel or lowering the arm bar.
 - q. Operator's manual for the machine shall be permanently attached to the machine and stored in a lockable container.
 - r. Machine shall have the windshield wiper mounted in such a way that the wires do not have to be disconnected.
 - s. The rear window shall be able to be removed for escape in case of emergency. Lower front window shall be able to be removed and secured within the cab.
 - t. The cab door will be a hinged door design. The door has a mechanism that will lock the door in the open position.
 - u. The cab shall have a polycarbonate skylight for visibility when loading at height.
 - v. Travel pedals shall be available and removable for ease of operation.
 - w. A four-way adjustable air suspension seat as standard
 - x. Operator sound pressure level shall be 72 dB(A) for cab when measured per ISO 6396 (dynamic)
 - y. Travel alarm shall be standard.
 - z. Heat and Air conditioning shall be standard with variable temperature control settings with sealed and pressurized cab.
 - aa. Machine shall have multi-function capability of boom swing and upper body swing for extra machine versatility in tight areas.
 - bb. Boom swing and upper body swing shall be able to be operated at the same time to maximize machine versatility and productivity.

- cc. Cab air conditioner shall have a primary filter that can be removed for inspection without any tools.
- dd. Factory installed AM/FM stereo radio shall be standard includes use of Bluetooth®, USB, auxiliary, and microphone devices.
- ee. Machine shall have a 3" (76 mm) wide florescent retractable seat belt as standard.
- ff. Customizable operator settings including speed and response of boom, bucket and stick to adjust per operator preference.
- gg. Cab shall have a beverage holder capable of holding a standard 12 oz (340 g) soft drink can.
- hh. A 12-volt, 5-amp power supply with a cigar lighter type outlet shall be available for use of cell phones and two-way radios.
- ii. Machine shall have adjustable armrests that can be adjusted without tools.
- jj. Customizable security system shall come standard.
- kk. Adjustable courtesy lighting shall come standard.
- ll. Machine shall come standard with removable washable floor mat with molded footrests.
- mm. Machine shall come standard with coat hook.
- nn. Machine shall have optional rain visor from factory.

8. Boom and Stick:

- a. The ability to order the machine with standard or long stick option shall be available.
- b. Machine shall come standard with a swing boom.
- c. Machine equipped with a variable angle boom will be available from factory.
- d. Digging force with a standard stick shall be at least 9,509 lb. (42.3 kN)
- e. Digging force with a long stick shall be at least 8,032 lb. (35.7 kN)
- f. Bucket digging force shall be at least 13,946 lb. (62.0 kN)
- g. Bucket rotation angle shall be 180 degrees.
- h. This stick will be fitted with a dedicated 8818 lb. (4000 kg), rated lifting eye for safe craning.
- i. A dual lock coupler shall be standard on mechanical or hydraulic quick couplers for added safety.
- j. Machine shall come thumb ready from factory.
- k. Machine shall have one piece boom 133.9" (3400 mm)

9. Blade:

- a. Blade width shall be a minimum of 91" (2300 mm) for std track machines, and 97" (2450 mm) for wide track machines.
- b. Blade on standard track machines shall have blade extensions available from the factory.
- c. Blade height shall be at least 17" (431 mm)
- d. Blade dig depth shall be at least 16" (408mm)
- e. Blade lift height shall be at least 15" (369 mm)
- f. Dozer float shall be standard to give easy and fast site clear up and leveling.
- g. Blade shall come standard with bolt-on reversible wear edge.

10. Swing system:

- a. Swing speed shall be 10 rpm.
- b. Left swing without stop shall be at least 80 degrees.
- c. Left swing with stop shall be at least 60 degrees.
- d. Right swing shall be at least 50 degrees.
- e. Machine shall have a spring applied, hydraulic release automatic swing break.

11. Work tool options:

- a. A quick coupler system shall be available (mechanical and hydraulic), which will pick up the direct mounted work tools.
- b. The hydraulic quick coupler option shall have the lines available to be installed from the factory.
- c. Coupler must offer the option to turn the bucket around in front shovel positioning providing the advantage of digging under obstacles.
- d. Buckets with TK series teeth will be available for the machine.

12. Serviceability:

- a. All daily maintenance areas shall be situated where they can be easily reached from ground level.
- b. Fuse box shall be open able without tools.
- c. Track rollers and carrier rollers shall be lifetime lubricated for increased service life.
- d. Grease lubricated track shall be provided as standard equipment for increased service life.
- e. Track shall have a split-pin type master pin that makes track attachment and removal easier.
- f. Scheduled oil sampling port for the main hydraulic system shall be provided for hydraulic oil to simplify sampling.
- g. An engine coolant sampling port shall be provided to allow engine coolant to be tested for antifreeze and additive strengths.
- h. Radial seal air filter with double layered filter core shall be provided for better filtration.
- i. One maintenance-free battery shall be provided.
- j. Hydraulic system pressure taps shall be included for quick, easy, efficient, system diagnostics.
- k. The engine fan guard shall fully enclose (360°) the engine fan.
- l. An electronic priming fuel pump shall be standard.
- m. Fuel tank capacity shall not be less than 39 gal (147 L)
- n. Cooling system shall not hold less than 2.6 gal (10 L)
- o. Engine oil shall not hold less than 3.0 gal (11.2 L)
- p. Each final drive shall have a capacity of 0.26 gal (1L)
- q. Hydraulic tank shall not hold less than 14 gal (53 L) of hydraulic oil.
- r. Hydraulic system shall not hold less than 27 gal (104 L).
- s. Factory-fill extended life coolant with a minimum life of 6,000 hours or three years, rated to -35°F (-37° C), shall be standard.

- t. Engine oil and filter shall have a recommended change interval of 500 hours.
- u. Hydraulic system oil shall have a recommended change interval of 6000 hours.

13. Additional features:

- a. Factory installed extra counterweight optional.
- b. Counterweight shall have threaded lifting eyes. A factory installed swivel guard shall be available.
- c. An integrated rear camera shall be available from the factory.
- d. Push to Start shall be an option with Bluetooth® key or operator code options available.
- e. An advanced touch screen monitor shall be available.
- f. Boom and stick hose burst check valves shall be available from factory.
- g. Water jacket heater shall be available from factory.
- h. Refueling pump shall be available from factory.
- i. 2nd auxiliary hydraulic lines with case drain shall be available from factory.
- j. Air suspension heated seat shall be available from factory.
- k. A rotating beacon shall be available from factory.
- l. Cab guarding shall be available from factory.

14. Dealer and Warranty Requirements:

- a. Responsible Dealer shall have represented this manufacturer in this market uninterrupted for a minimum of 10-years for stability and reliability.
- b. Responsible Dealer shall have a Parts counter available locally with online Parts ordering as an option and Parts pick-up available during normal business hours.
- c. Responsible Manufacturer shall have a regional Parts counter within 100- miles with no less than 1 million unique SKU's in stock for maximum uptime and productivity.
- d. Responsible Dealer will have no less than 4 Mobile Field Trucks with Certified Field Technicians dispatched from a store within 100-miles of delivery location of 1199 21st Street in Oakland for maximum uptime and productivity.
- e. Machine shall come standard with an onboard remote monitoring and management system (Product Link) that supplies data including but not limited to hours of use, idle time, fuel consumption, load factors, GPS coordinates of location, and allow remote diagnostics and maintenance reviews to be performed.
- f. 1 Paper and 1 PDF copy of Parts, Technical Service and Operator Manual will be provided with the 1st of each model delivered in the contract. All subsequent deliveries will come with an Operator Manual in paper form and 1 copy of each manual in PDF form if desired. Printed operators manual to be securely stored on machine.
- g. Machine shall come with a 5-Year 1,500-Hour Comprehensive Warranty
- h. Responsible Dealer will provide a minimum of four (4) hours of basic operator and maintenance training.
- i. Dealer will provide EIN label and release the machine from DOORS upon delivery.