

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2005 for Ductile-Iron Pipe and Fittings for Stock

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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.

RESPONSE DUE
by
1:30 p.m.
on
June 17, 2020
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2005

Ductile-Iron Pipe and Fittings for Stock

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I. STATEMENT OF WORK**A. SCOPE**

It is the intent of this RFQ, specifications, terms, and conditions to describe requirement to manufacture, complete, and deliver, bell and spigot push-on restrained joint Ductile-Iron (DI) pipe with cement mortar lining, zinc exterior coating and polyethylene encasement, and all necessary components including fittings and gaskets to provide a functional installation of a potable water pipeline.

East Bay Municipal Utility District (District) intends to award a one (1)-year contract with four (4) options, exercised at the sole discretion of the District, to extend the contract for additional one (1)-year.

B. BIDDER MINIMUM QUALIFICATIONS**1. Bidder Minimum Qualifications**

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing DI pipe and fittings for at least five (5) years.
- b. Bidder shall be an authorized manufacturer, dealer, or provider of DI pipe, and associated fittings and gaskets as described herein.
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

1. 4-inch through 20-inch DI pipe with zinc exterior coating and cement-mortar internal lining
2. 4-inch through 20-inch DI fittings with zinc exterior coating and cement-mortar internal lining
3. 4-inch through 20-inch gaskets: push-on, flange, and restraining

Refer to Exhibit D, "Specifications SECTION 33 05 19.05P, FURNISHING DUCTILE-IRON PIPE AND FITTINGS" for all specific requirements.

PIPE

1. DI pipe shall be Special Thickness Class 53 as shown in Table 15 of ANSI/AWWA C150/A21.50 unless otherwise shown on Drawings. All DI pipe shall be

manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. DI pipe shall be “gauged” all along the length and “fully gauged” pipe shall be identified as such. 15 percent of DI pipe delivered shall be “fully gauged.”

2. DI pipe shall be furnished in standard laying lengths of 18 feet \pm 1 inch, or as otherwise specifically requested by the District. Random lengths shall not be furnished.
3. Any DI pipe having pitting on the exterior surface will be rejected.
4. DI pipe shall have push-on restrained joints in accordance with ANSI/AWWA C111/A21.11 unless otherwise specified herein. Diameters 4” through 12” pipe bells shall be designed to allow for 5 degrees of deflection after assembly. Diameters 16” and 20” pipe shall be designed to allow for 3 degrees of deflection after assembly. Each joint shall be rated for a minimum working pressure of 350 psi.
5. DI pipe interior shall have double thickness cement-mortar lining with a seal coat in accordance with ANSI/AWWA C104/A21.4. Cement-mortar lining shall have a smooth finish and shall be thoroughly bonded to the interior pipe wall. There shall be no cement-mortar in the gasket groove.
6. The DI pipe exterior shall be coated with a layer of arc-sprayed zinc coating per ISO8179-1 “Ductile Iron Pipes – External zinc-based coating – Part 1: Metallic zinc with finishing layer”. The mass of zinc applied shall be a minimum of 200 g/m² of the pipe exterior surface area. A finishing layer of standard topcoat shall be applied over the zinc coating.
7. DI pipe bells shall be painted with white, silver, or grey paint to signify pipe is zinc-coated. Alternatively, the DI pipe can be marked in the approximate middle of the barrel with the words “Zinc-Coated” with a 2-inch wide circumferential band of silver/grey-toned coating applied approximately 2-inches on both sides of that marking.
8. DI pipe ends shall include a means for attaching bonding jumpers, i.e. weld plates, screw taps, or other as approved by the District. Submittal required and must be approved by the District prior to pipe fabrication.
9. Furnished DI pipe shall have a means for accomplishing restraint at field cuts that allows for the use of the restrained joint to be approved by the District (i.e. locking gaskets shall not be the primary means for accomplishing restrained field cuts.)
10. Iron used in the manufacture of pipe shall be grade 60-42-10 per ASTM A536.

FITTINGS

1. DI fittings shall have push-on restrained joints in accordance with ANSI/AWWA C111/A21.11.
2. DI fittings shall be rated for a 350 psi working pressure. Fittings furnished under these specifications shall conform to all applicable requirements and the latest revision of ANSI/AWWA C110/A21.10, AWWA C153/A21.53 or AWWA C606.
3. The lining and coating materials for all DI fittings shall be:
 - a. Zinc-rich paint per ISO8179-2 "Ductile-Iron Pipes – External zinc coating – Part 2: Zinc rich paint with finishing layer" with inorganic binder and a zinc content of at least 85% by weight in the dry film and bituminous topcoat paint compatible with the zinc rich paint. The zinc rich paint coating shall be applied to a dry film thickness (DFT) of between 2.0 to 3.5 mils (.0020" to 0.0035").
 - b. DI fittings may be fusion bonded epoxy coated, instead of zinc-coated, in accordance with AWWA C116, when approved by the District.
 - c. DI fitting interiors shall have double-thickness cement-mortar lining with a seal coat in accordance with ANSI/AWWA C104/A21.4. Cement-mortar lining shall have a smooth finish and shall be thoroughly bonded to the interior pipe wall. There shall be no cement-mortar in the gasket groove.
4. Flanged Fittings
 - a. DI flanged fittings including bell adapters shall be one-piece castings rated for 350 psi and shall conform to all applicable requirements and the latest revision of ANSI/AWWA C110/A21.10, AWWA C153/A21.53 or AWWA C606. (Bolt circle and bolt holes shall match those of ANSI B16.1 class 125 and ANSI B16.5 class 150 flanges).
 - b. DI flanged nipples shall be Special Thickness Class 53 and shall be in accordance with AWWA C115/A21.15. (Bolt circle and bolt holes shall match those of ANSI B16.1 class 125 and ANSI B16.5 class 150 flanges).
 - c. All flanges shall be rated for at least 350 psi working pressure. Flange facing shall be smooth or with shallow serration per AWWA C115. Flange faces on flanged fittings may be coated with asphaltic varnish or epoxy only.
5. DI fittings shall include a means for attaching bonding jumpers, i.e. weld plates, screw taps, or other as approved by the District. Submittal required and must be approved by the District prior to pipe fabrication.

6. Iron used in the manufacture of fittings shall be grade 70-50-5 or 65-45-12 per ASTM A536.

GASKETS

1. DI pipe and fittings shall be provided with TYTON® gaskets, or approved equal in accordance with ANSI/AWWA C111/A21.11 unless otherwise specified.
2. DI flange gaskets shall be full-face, minimum 1/8" thickness, compatible with flat face flanges conforming to AWWA C115 and C110, and rated at a minimum of 250 psi. The inside/outside diameter of the gasket shall be equal to that of the flange.
3. All gaskets shall be EPDM rubber unless otherwise specified and in compliance with NSF-61 requirements. EPDM shall be peroxide-cured and certified by the manufacturer to be chloramine resistant. Sulfur-cured EPDM is not acceptable.
4. Self-locking gaskets shall be FIELD LOK 350®, Sure Stop 350®, or approved equal.
5. For installation in soils that are contaminated with hazardous compounds or materials, EPDM gaskets will be substituted with NBR or FKM gaskets, as specified by the District.

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

Materials in Contact with Drinking Water

1. All water system materials, equipment, or products that will eventually come into direct contact with drinking water (potable water) shall be tested and certified as meeting the specifications of NSF-61 Standard in accordance with California Code of Regulations, Title 22, Section 64591. This includes, but is not limited to pipes, fittings, coatings, protective materials (coatings, linings, liners), solvent cements, joining and sealing materials, gaskets, cleaning materials and lubricating oils
2. Joint lubricants shall be provided with pipe materials. Lubricant shall be compatible with the pipe, fittings, and gasket materials, shall be water-soluble (NOT water dispersible), and shall be certified to NSF61 for use with potable water.
3. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.
4. If awarded, contractor is responsible for informing the District within 5 days, if and when their certification lapses or expires. Failure to inform the District within the allotted time will be sufficient grounds for immediate termination of the contract.

APPROVED MANUFACTURERS

1. U.S. Pipe and Foundry Company, Inc.
2. McWane Ductile
3. Or equal as approved by the District

D. DELIVERABLES/REPORTS**IDENTIFICATION OF PIPE AND FITTINGS**

DI pipe and fittings shall be clearly marked in compliance with manufacturing standards. Upon request, the Manufacturer shall provide information for deciphering the Manufacturer's production code.

At a minimum, the following shall be cast or printed on the pipe:

1. Pressure or thickness class
2. Production code from which the manufactured date and location can be determined
3. Name and/or trademark of Manufacturer
4. Nominal pipe size
5. Fitting type (i.e. 45), for fittings
6. NSF-61 marking
7. Manufacturing standard reference (AWWA, ASTM, etc.)

DELIVERY, STORAGE, AND HANDLING

Prior to delivery, each opening in the pipe or fittings shall be securely capped/plugged with removable plastic caps/plugs to prevent foreign matter from entering the pipe. The caps/plugs shall be designed to fit as either a cap on a spigot or a plug in a bell. Ends shall remain capped/plugged until ready for installation. Pipe ends shall be wrapped for shipment so that caps do not become dislodged during transport.

Store pipe, fittings, and other accessories such that they do not accumulate and hold rainwater, dirt, or debris. Gaskets shall be protected from long term exposure to sunlight. Plugs of rags, wood, cotton, waste or similar materials shall not be used. All piping materials shall be stored away from standing water.

During loading, transportation and unloading, every precaution shall be taken to prevent damage to the material. Under no circumstances shall the pipe, fittings and appurtenances be dropped or skidded against each other. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipe.

Pipe shall be packaged with 4"x4" timbers under each stack and between each row of pipe with adequate blocking to prevent pipe from rolling or falling during unloading. District is responsible for all unloading and stacking of pipe. Fittings shall be delivered on pallets or in crates.

Rope or other devices shall not be attached through the interior of pipe for handling. Soft slings may be used inside fittings for handling if needed.

If materials are damaged or found defective upon delivery, the damaged or unsatisfactory pipe or fittings shall be replaced with materials conforming to these specifications.

Delivery of pipe shall be within ten to twelve weeks after order release, in accordance with these specifications. Delivery tags accompanying shipment to the District must include District's purchase order number.

Deliveries will be accepted between the hours of 8:30 a.m. and 3:30 p.m., Tuesday through Thursday only. No deliveries will be received on holidays recognized by the District. A maximum of two (2) truck-loads per day will be accepted. The shipment date indicates the beginning date of the shipping schedule. Delivery address is Oakport Storage Center, 5601 Oakport Street, Oakland, CA 94621.

In case of emergency, the Manufacturer shall maintain an inventory of all materials not less than 5% of the District's annual estimated requirements which can be delivered within 24 hours.

SUBMITTALS

Manufacturer's Certificate of Compliance, including references to the lot numbers of the pipe and fittings shall be submitted with each shipment prior to or at the time of delivery. The Certificate of Compliance shall state that the requirements of these specifications have been met for all pipe and fittings furnished, including National Sanitation Foundation (NSF) 61 certification and hydrostatic testing.

Manufacturer's published catalog information for all products.

Manufacturer's approved installation and assembly instructions.

Manufacturer shop drawings providing means and methods for attaching bonding jumpers between ends of pipes and fittings (weld plates, screw taps, or other means, as approved by the District).

E. INSPECTION**QUALITY ASSURANCE**

Factory Hydrostatic Test: All DI pipe shall be subject to a factory hydrostatic test of at least 500 psi for a period not less than 5 seconds per AWWA C151. Certified test results shall be furnished to the District prior to time of shipment.

All furnished materials shall be new and as specified herein. Refurbished DI pipe and fittings shall not be provided.

Inspection of pipe and fittings will be made by the District upon delivery, and at the jobsite prior to installation. The piping materials shall be subject to rejection at any time on account of failure to meet any of the specified requirements. Furnished pipe and materials rejected upon delivery will be returned to the Manufacturer. Pipe and materials rejected after delivery shall be marked for identification and removed from the storage yard or jobsite.

Upon the District's request, records of quality control testing shall be furnished within five calendar days.

Contractor is solely responsible for ensuring the material arrives at the District's ship-to location free of defects and manufactured in strict conformance with the specifications.

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

F. 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	June 3, 2020
Response Due	June 17, 2020 by 1:30 p.m.
Anticipated Contract Start Date	July 15, 2020

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

Approved Manufacturers:

1. U.S. Pipe and Foundry Company, Inc. (TR FLEX® joint pipe and TR FLEX® fittings).
2. McWane Ductile (TR FLEX® joint pipe and TR FLEX® joint fittings).
3. Or equal as approved by the District.

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

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

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

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

RFQ responses based on equivalent products must use Exhibit A "Exceptions, Clarification and Amendments" to:

- a. Clearly describe the alternate offered and indicate specifically how it differs from the product specified in this RFQ
- b. 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. PRICE ADJUSTMENTS

Prices shall be firm for the initial one-year term of the contract. Thereafter, the District may consider price increase requests that are submitted by Contractor in determining compensation when the District exercises its option(s) to extend the terms of this Agreement. Contractor must submit price change requests sixty (60) days before the end of any contract term. Contractor will be limited to one price adjustment per twelve-month period.

E. 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) work days 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 work day 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 work days 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.

F. METHOD OF ORDERING

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

G. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be one (1) year.
2. At the sole discretion of the District, any contract which may be awarded pursuant to this RFQ, may be extended for four (4) 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. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.

3. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

H. 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 two years 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.

I. 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.

J. DAMAGES FOR LATE DELIVERY

In the event the Contractor is unable to deliver pipe of the size and quantity ordered within twelve weeks following order release, the District reserves the right to cancel the order and purchase the ordered material on the open market. The Contractor shall be liable for the difference in cost between the purchase price and the price bid by the Contractor. In addition, the Contractor shall be liable for consequential damages which arise due to failure to deliver. Time is of the essence of this contract.

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: David Katzev, Senior Civil Engineer
EBMUD- Pipeline Infrastructure Division
E-Mail: david.katzev@ebmud.com
PHONE: (510) 287-2050

CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: David Katzev, Senior Civil Engineer
EBMUD- Pipeline Infrastructure Division
E-Mail: david.katzev@ebmud.com
PHONE: (510) 287-2050

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. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's 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:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
DUCTING PIPE AND FITTINGS
RFQ No. 2005
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
DUCTILE-IRON PIPE AND FITTINGS
RFQ No. 2005
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. 2005 – Ductile-Iron Pipe and Fittings

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, **ONE COPY, AND ONE (1) ELECTRONIC COPY (in PDF format on a CD or flash drive)** 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.

*If no box is checked, it will be assumed that the bidder is ineligible for bid preference and none will be given. 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):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> 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_____

BID FORM(S)

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.

Bidders may bid on one or more of the schedules. Bidders must bid on all items in a set of schedules to be considered responsive. EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, or to award a schedule in its entirety, or to reject all bids.

TOTAL SCHEDULE 1A _____

TOTAL SCHEDULE 1B _____

TOTAL SCHEDULE 2 _____

TOTAL SCHEDULE 3A _____

TOTAL SCHEDULE 3B _____

TOTAL SCHEDULE 3C _____

TOTAL SCHEDULE 3D _____

TOTAL SCHEDULE 4A _____

TOTAL SCHEDULE 4B _____

TOTAL SCHEDULE 4C _____

TOTAL SCHEDULE 4D _____

TOTAL SCHEDULE 5A _____

TOTAL SCHEDULE 5B _____

TOTAL SCHEDULE 6A _____

TOTAL SCHEDULE 6B _____

Schedule Group 1 - Pipe

1A Restrained Joint Pipe

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	FT	2500		
6"	FT	25000		
8"	FT	20000		
12"	FT	5000		
16"	FT	500		
			TOTAL COST	

1B Multi-bead pipe pieces*

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	40		
8"	EA	40		
12"	EA	10		
16"	EA	5		
			TOTAL COST	

*Sticks of pipe with welded on restraining beads for 2', 4', 6', 8' 10' custom lengths

Schedule Group 2 – Polyethylene Encasement

V-Bio Polywrap

Size	Unit of Measure	Quantity	Unit Price	Extended Price
20" (for 4" to 8")	500 FT ROLL, EA	105		
27" (for 12")	380 FT ROLL, EA	15		
34" (for 16")	300 FT ROLL, EA	2		
			TOTAL COST	

Schedule Group 3 - Elbows

3A 11.25 Degree Bends, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	60		
8"	EA	50		
12"	EA	10		
16"	EA	5		
			TOTAL COST	

3B 22.5 Degree Bends, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	60		
8"	EA	50		
12"	EA	10		
16"	EA	5		
			TOTAL COST	

3C 45 Degree Bends, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	25		
6"	EA	250		
8"	EA	200		
12"	EA	40		
16"	EA	5		
			TOTAL COST	

3D 90 Degree Bends, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	5		
6"	EA	5		
8"	EA	5		
12"	EA	5		
16"	EA	5		
			TOTAL COST	

.

Schedule Group 4 - Tees, Reducers, Crosses

4A Tees, Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4" x 4"	EA	5		
6" x 4"	EA	5		
6" x 6"	EA	50		
8" x 4"	EA	10		
8" x 6"	EA	40		
8" x 8"	EA	40		
12" x 4"	EA	5		
12" x 6"	EA	10		
12" x 8"	EA	10		
12" x 12"	EA	5		
16" x 6"	EA	5		
16" x 8"	EA	5		
16" x 12"	EA	5		
16" x 16"	EA	5		
			TOTAL COST	

4B Tees, Restrained X Flg Outlet, One Piece Casting

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4" x 4"	EA	5		
6" x 4"	EA	5		
6" x 6"	EA	50		
8" x 4"	EA	10		
8" x 6"	EA	40		
8" x 8"	EA	40		
12" x 4"	EA	5		
12" x 6"	EA	10		
12" x 8"	EA	10		
12" x 12"	EA	5		
16" x 6"	EA	5		
16" x 8"	EA	5		
16" x 12"	EA	5		
16" x 16"	EA	5		
			TOTAL COST	

**4C Reducers,
Restrained**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
6" x 4"	EA	40		
8" x 4"	EA	5		
8" x 6"	EA	70		
12" x 4"	EA	5		
12" x 6"	EA	5		
12" x 8"	EA	5		
16" x 6"	EA	5		
16" x 8"	EA	5		
16" x 12"	EA	5		
			TOTAL COST	

**4D Crosses,
Restrained**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4" x 4"	EA	5		
6" x 6"	EA	20		
8" x 8"	EA	20		
12" x 12"	EA	5		
16" x 16"	EA	5		
			TOTAL COST	

Schedule Group 5 - Flange Adapters

5A Flange Adapters, bell restrained, one piece cast

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	10		
6"	EA	100		
8"	EA	100		
12"	EA	20		
16"	EA	5		

5B Flange Adapters, Spigot Restrained

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	10		
6"	EA	100		
8"	EA	100		
12"	EA	20		
16"	EA	5		
			TOTAL COST	

Schedule Group 6 -Gaskets**6A EPDM, Push-On, For Restrained Joint Pipe**

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	370		
6"	EA	2980		
8"	EA	2640		
12"	EA	640		
16"	EA	40		
			TOTAL COST	

6B EPDM, Restrained, Self-Locking

Size	Unit of Measure	Quantity	Unit Price	Extended Price
4"	EA	40		
6"	EA	300		
8"	EA	270		
12"	EA	64		
16"	EA	4		
			TOTAL COST	



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. **Benchmark Product Submission:** Contractor shall submit, with their bid package, and at no cost to the District, sample product(s) which meet or exceed the requirements of this RFQ and are indicative of all future products of this type that will be received by the District. The District shall retain benchmark products which will be used to compare against future deliveries in order to assess quality and consistency.
3. **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>
4. **Evidence of current NSF 60 and/or 61 certification.**

5. **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.

6. **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.**

7. **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. 2005 – Ductile-Iron Pipe and Fittings

Bidder Name: _____

Bidder must provide a minimum of 5 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. 2005 – Ductile-Iron Pipe and Fittings

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

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 award.

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.

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.

The following are the minimum insurance limits, required by the District, to be held by the Contractor performing on this RFQ:

INSURANCE

A. Insurance Requirements

CONTRACTOR shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR. The District reserves the right to require CONTRACTOR to provide insurance policies for review by the District.

B. Workers Compensation Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. CONTRACTOR shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or

otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Commercial General Liability Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONTRACTOR elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONTRACTOR is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. CONTRACTOR shall require any subcontractor to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

INSERT DISTRICT GENERAL REQUIREMENTS AS EXHIBIT C



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 proposer/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.*

IF APPLICABLE INSERT BOND FORMS AS EXHIBIT E

IF APPLICABLE INSERT FORMS, SPECIFICATIONS OR OTHER ITEMS
AS EXHIBITS LETTERING FROM "E" FORWARD