



BID REQUEST 130196.MP

REQUEST FOR BID AND SPECIFICATIONS FOR THE PURCHASE OF

UNIX LIFE CYCLE 2013 PROGRAM (IBM HARDWARE AND SOFTWARE PURCHASES)

FOR

INFORMATION TECHNOLOGY

FORMAL BID OPENING TO BE HELD

DATE: JUNE 24, 2013

TIME: 1:30 P.M.

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
SUPPLY CHAIN SERVICES DEPARTMENT
6201 "S" STREET
SACRAMENTO, CALIFORNIA**

**ALL QUESTIONS AND CORRESPONDENCE CONCERNING
THIS BID REQUEST SHALL BE DIRECTED TO**

**MICHELLE PIERSON, PROCUREMENT SPECIALIST, (916) 732-7439
Michelle.Pierson@smud.org**

ADOPTED THIS DATE: June 14, 2013

SACRAMENTO MUNICIPAL UTILITY DISTRICT

**BY/s/MICHELLE PIERSON
PROCUREMENT SPECIALIST**

SACRAMENTO MUNICIPAL UTILITY DISTRICT

BID REQUEST NO. 130196.MP

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1. INSTRUCTIONS TO BIDDERS

1.1. ADDRESSING, FILING AND PREPARATION OF BIDS:

- A. All bids shall be enclosed in sealed envelopes addressed to [Michelle Pierson](#) of the Sacramento Municipal Utility District and shall be distinctly marked “Bid”, with the title of the work, bid request number and the bidder’s name and address appearing on the outside, and must be received at the Supply Chain Services Department Office of SMUD, 6201 “S” Street, Sacramento, California 95817-1899, not later than the date and time specified on Page 1. When requested by SMUD, satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished. Bids that are not provided in a sealed envelope (such as bids received by fax) and bids received later than the opening time specified will not be considered.

By Hand Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office
Attention: Michelle Pierson (MS B204)
Request for Proposal No. **130196.MP**
6201 S Street
Sacramento, CA 95817-1899

By US Mail or Overnight Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office
Attention: Michelle Pierson (MS B204)
Request for Proposal No. **130196.MP**
6100 Folsom Boulevard
Sacramento, CA 95819-4630

- B. Bids shall be printed **one-sided 8-1/2 X 11” size and easily removable from any binding -- EG. no glued or spiral binding.** Bidder shall submit bids in an **ORIGINAL and ONE (1) COPY**, all of which are to be executed by a duly authorized officer of the firm, company or corporation bidding, together with full descriptive information on the materials and supplies offered, engineering specifications and catalog numbers where appropriate. If requested elsewhere, the bid shall include a summary description of Bidder's quality assurance system and programs.
- C. When other than manufacturers are bidding, for example, distributors, jobbers, etc., bids from such distributors or jobbers should indicate the name of the manufacturer of the product offered and point of origin of the shipment.

1.2. BID ACCEPTANCE PERIOD:

Bids offering less than **60** calendar days for acceptance by SMUD from date of opening will be considered unresponsive and will be rejected.

1.3. EXCEPTIONS:

- A. Base bids must be for the exact conditions set forth in this Bid Request. If the Bidder's equipment or services differ in any way, the bidder must itemize the differences in the bid under a separate heading in the Bidding Schedule, entitled "EXCEPTIONS TO SPECIFICATIONS" (including commercial conditions). SMUD reserves the right to rule on the significance of such exceptions relative to their overall impact on the required specifications and commercial conditions and further reserves the right to accept or reject such exceptions in consideration for award.

- B. Bids may not limit warranty liabilities.

Bids may not limit other liabilities to less than the total contract amount.

Bids which include exceptions, additions and/or comments to the General Conditions listed below (if any) or limit liabilities as indicated above will be rejected.

1. General Condition 5.14 - Applicable Law
2. General Condition 5.20 - Indemnity

Bidder's exceptions, additions and/or comments to other General Conditions must be listed under a separate heading titled "EXCEPTIONS TO SPECIFICATIONS" and will be treated in accordance with the conditions of paragraph "A" of this instruction.

- C. Bidders may submit technically acceptable alternate bids. However, award would be made only to the bidder submitting the lowest evaluated base bid meeting the Technical Specifications.

1.4. BRAND NAMES:

Brand names and figure numbers, when specified, are illustrative of an approved type, and the substitution of an equivalent type of another manufacturer may be offered but is subject to SMUD approval. **NO ALTERNATES WILL BE ACCEPTED.**

1.5. DESCRIPTION:

Bidder must give complete description of equipment, including materials of construction, software, manufacturing locations, maintenance facilities, and description of shipment breakdown.

1.6. FOREIGN MATERIALS:

Bids which include equipment or components that are not manufactured in the United States will be considered. However, Bidders must specifically list in their bids all such equipment or components and state their source. All imported materials must meet the requirements of the applicable United States codes and specifications.

1.7. DRAWINGS, ETC.:

When required by the Technical Specifications, Bidder must furnish outline, arrangement and sectional drawings with the Bidder's description of equipment, priced recommended spare parts list, and must complete and return the included Data Sheets (if any). Bidder is to submit with its bid either a statement of concurrence with the time allotted for preparation and submittal of drawings to SMUD as shown in the Technical Specifications, or the number of calendar weeks required by the Bidder to prepare and submit the drawing requirements after receipt of notice of contract award.

1.8. TOOLS:

When required by the specifications, Bidder must submit a list of the type and quality of special tools required for operation and maintenance of the equipment included in the bid.

1.9. ERECTION OR START-UP:

When Bidder considers erection supervision, specialists, or start-up personnel to be necessary, Bidder must so state, and the cost must be quoted as separate items in the bid.

1.10. PRICES:

Firm bids only will be accepted. Escalation will not be allowed.

1.11. DELIVERY:

It is essential that delivery of the equipment and/or material and software hereunder be made as specified. The Bidder should bear in mind that the delivery time bid in the Delivery Schedule will be an important consideration in making the award.

1.12. FEDERAL, STATE AND LOCAL TAXES:

Do not include California Sales or Use Tax in your prices. Except as may be otherwise provided in this Bid Request, the bid price must include all United States taxes and duties in effect and applicable to the purchase. Sacramento Municipal Utility District, a political subdivision of the State of California, is exempt (exemption certificate furnished upon request) from any Federal Manufacturer's Excise Tax under the provisions of Section 4221(a) (4) of the Internal Revenue Code and is obligated to the State of California for California Sales or Use Tax.

1.13. QUALIFICATION OF BIDDERS:

- A. SMUD reserves the right to require any Bidder to submit a statement of facts in detail as to such manufacturer's business and technical organization, financial resources, and plant available to be used in performing the contemplated work. Also, SMUD may require evidence that the Bidder has designed, constructed, or had in successful operation, materials or equipment of like specifications.

- B. SMUD reserves the right to reject any bid if SMUD determines that the business and technical organization, plant, financial, and other resources or experience of the Bidder compared with work bid upon justifies such rejection.
- C. Bidders identified by SMUD as having a history of poor performance for safety related material/equipment (including nonconformance reports issued against a specific supplier's equipment) will be considered nonresponsive and the bid will be rejected.

1.14. EXPLANATION TO BIDDERS:

A Bidder wishing an interpretation of any portion of the specifications must submit a request for such interpretation in writing in sufficient time to enable SMUD to reply before bids are submitted. Any interpretation made by SMUD will be in the form of an addendum to the specifications and will be transmitted to all Bidders. Signed copies of all such addenda must be returned with each bid. SMUD will not be bound by any oral interpretation of the specifications that may be made by any of its representatives.

1.15. WITHDRAWAL OR MODIFICATION OF BIDS:

Bids may be modified or withdrawn only by a written request received by SMUD prior to the Bid Request due date.

1.16. ACCEPTANCE OR REJECTION OF BIDS:

SMUD reserves the right to reject any or all bids and to waive any informality in any bid. In case of discrepancies between the unit price(s) bid and the extension(s) of such amount(s), the unit prices shall govern. Acceptance of the successful bid will be by telephone notice confirmed in writing.

1.17. PROPRIETARY/CONFIDENTIAL DATA:

Bidders are advised that the California Public Records Act (the "Act" Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Bidder shall clearly identify any information within its submission that it intends to ask SMUD to withhold as exempt under the Act. Any information contained in a Bidder's submission which the Bidder believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Bidder's response to this Bid Request. A failure to identify information contained in a Bidder's submission to this Bid Request as "proprietary" or "confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under the Act. SMUD favors full and open disclosure of all such records. SMUD will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

1.18. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

SMUD is committed to achieving full and equal contracting opportunities for ratepayers doing business with SMUD and has adopted the program described in Section 6 of this solicitation to help fulfill that commitment.

1.19. PRODUCT PACKAGING

Packaging should be limited to only that which will contain, adequately protect, and identify the contents within. The use of superfluous packaging is discouraged. Packaging Materials should utilize recycled materials and be as lightweight as possible with the ability to be reused, reconditioned for use, or recycled through existing recycling collection programs.

1.20. ENVIRONMENTAL PROCUREMENT:

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

1.21. ENERGY EFFICIENCY AND ENERGY STAR COMPLIANT:

SMUD may require products and equipment it purchases (if available and appropriate) to be Energy Star compliant and to have the Energy Star label. In addition to, or as a replacement of, the Energy Star requirement, SMUD may use other evaluation mechanisms to enhance energy efficiency, reduce operating costs, and lower the total cost of ownership for equipment purchased. Energy Star is a voluntary labeling program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy that identifies energy efficient products. Qualified products exceed minimum federal standards for energy consumption by a specified amount, or, where no federal standards exist, have certain energy savings features. Such products may display the Energy Star Label.

2. BID**(THIS SECTION TO BE SIGNED BY BIDDER AND INCLUDED WITH BID)**

The undersigned certifies that the Bidder has examined and is familiar with Bid Request No. **130196.MP**, including the specifications; that the Bidder has checked all the figures shown in the Bidding Schedule and other attachments hereto and understands that Sacramento Municipal Utility District will not be responsible for any errors or omissions on the Bidder's part in making up this bid.

The undersigned further certifies that:

1. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the Bid Request.
2. The contents of the bid have not been communicated by the Bidder, nor, to the Bidder's best knowledge and belief, by any of the Bidder's employees or agents, to any person not an employee or agent of the Bidder, and will not be communicated to any such person prior to the official opening of the bid.
3. By signing below, the Bidder agrees that it shall indemnify, defend and hold Sacramento Municipal Utility District (SMUD), its directors, officers, agents, and employees (collectively, "Indemnitees") harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Bidder's Bid and related materials submitted to Indemnitees in response to SMUD Bid Request No. **130196.MP**, for UNIX LIFE CYCLE 2013 PROGRAM. In the event Bidder fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Bidder shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Bidder may incur arising from or in any way connected to Indemnitees release of Bidder's Bid and materials related thereto.

If awarded the contract, the undersigned hereby agrees to execute a contract (or purchase order) within thirty (30) calendar days after receipt of these documents from SMUD.

Attached hereto and made a part hereof by this reference are the Bidding Schedule and the bid data furnished by Bidder.

SACRAMENTO MUNICIPAL UTILITY DISTRICT**BID REQUEST NO. 130196.MP**

It is understood by the undersigned that the contract, when awarded, will incorporate the following:

1. General Conditions of Bid Request.
2. Technical Specifications of Bid Request.
3. Data submitted in bid by Bidder. (including Bidding Schedule and Delivery Schedule)

DATE: _____

BIDDER: _____

BY: _____

SIGNATURE

NAME/TITLE (printed)

TELEPHONE: _____

ADDRESS: _____

FAX: _____

E-mail: _____

Federal Tax Identification No.

3. DELIVERY SCHEDULE

(THIS SCHEDULE TO BE INCLUDED WITH BID)

The date(s) shown are the date(s) that delivery completion is desired by SMUD based on an anticipated contract award on **June 26, 2013**. Bidders are hereby notified that bids showing later delivery dates will be considered and evaluated.

ITEM NO.	DELIVERY COMPLETION DESIRED BY	BIDDER'S DELIVERY COMPLETION DATE
ALL ITEMS	JUNE 28, 2013	_____

Will a delay in contract award result in a day for day delivery delay?

☐ YES ☐ NO. Explain: _____

NOTES:

- DELIVERY LOCATION: SMUD STORES, RECEIVING DIVISION
9774 KIEFER BLVD
SACRAMENTO CA 95827-3824
(Delivery Hours are M-F from 7:30 A.M. until 8:00 P.M.)

2. It is essential that the schedule shown above be met in order to coordinate the work under this contract with that of others on the project and to assure operation of the system by the required date.
3. Failure on the part of a successful bidder to meet the quoted delivery schedule may have a serious impact on any consideration for future business with SMUD.
4. Shipment shall be marked with Contract or Purchase Order Number.
5. SMUD shall be notified ten (10) days prior to shipment. Contact **JOSE APOLONIO**, Telephone Number **(916) 732-6740**. Truck-trailer number, number of pieces including individual piece weights, exact delivery date and time, and/or other shipping information shall be supplied at this time. The initial contact shall be followed by a contact within forty-eight (48) hours of actual delivery time in order to fully coordinate receipt of shipment. Failure to do so may delay material acceptance and invoice processing.
6. Bidder shall show a complete breakdown of equipment included in the bid for shipment. Breakdown to include:
 - A. Number of pieces per truck or rail car. _____
 - B. Size and weight of individual pieces to be unloaded. Location from which shipment is made:

7. Location from which shipment is made: _____
City and State
8. Method of shipment: _____

4. BIDDING SCHEDULE

(THIS SCHEDULE TO BE INCLUDED WITH BID)

NOTES:

1. Prices shall be quoted in United States dollars and no allowance will be made for any foreign currency rate exchange.
3. Prices shall be quoted F.O.B. Destination, Freight Prepaid and Allowed (Domestic and Canadian) or CIF (Foreign) to SMUD's designated delivery site.
4. Prices quoted will be exclusive of sales and/or use tax.
5. Firm prices shall be quoted, no escalation will be allowed.
6. Award will be made on an all-or-none basis.
7. Bidders must bid on a complete schedule. Failure to do so will be cause for rejection of bid.
8. In case of discrepancy between the unit prices bid and the extensions therefore, the unit prices shall govern.
9. Bidders shall comply with all of the requirements of this specification. These requirements should be submitted with all instructions fulfilled and all spaces filled in to present a complete bid for the work described in this specification. Incomplete bids may be rejected.

4.1. BID ITEMS

- **WHERE MANUFACTURERS ARE LISTED, ONLY THOSE MANUFACTURERS ARE APPROVED FOR PURCHASES.**
- **DO NOT SUBSTITUTE MANUFACTURER OR PART NUMBER.**
- **ALL ITEMS MUST BE NEW, LATEST DESIGN AND TECHNOLOGY, THE MOST CURRENT PRODUCT LINES AND IN UNOPENED ORIGINAL MANUFACTURER PACKAGING.**
DEMONSTRATION, REFURBISHED, OR RETURNED PRODUCTS WILL NOT BE ACCEPTED.
- **VENDOR MUST BE AUTHORIZED TO SELL IBM PRODUCTS. PROOF OF RESELLER STATUS MAY BE REQUIRED.**
- **BIDDERS MUST PROVIDE ALL APPLICABLE SOFTWARE LICENSING TERMS AND CONDITIONS WITH BID.**

Item No.	Part No.	Qty	Unit	Description	Unit Price	Extended Amount
HARDWARE						
1	7893-92X	1	EA	IBM Flex Sys Enterprise Chassis 1:7893 Model 92X	\$	\$
2	0466	1	EA	IBM Flex System Enterprise Chassis Content Specify - 7955-01M	\$	\$
3	3282	4	EA	IBM 10 Gb Ethernet 850 nm Fiber SFP+ Transceiver	\$	\$
4	3286	4	EA	IBM 8 Gb SFP+ Short Wave Optic Transceiver	\$	\$
5	3592	1	EA	IBM Chassis Management Element for Redundancy	\$	\$
6	4558	2	EA	IBM Power Cord (2.5 M), To PDU/UPS, (100-240V/16A)	\$	\$
7	4650	1	EA	IBM Rack Indicator- Not Factory Integrated	\$	\$
8	4681	3	EA	IBM Chassis specify, Chassis #1	\$	\$
9	7805	1	EA	IBM Additional (2X) ITE Fans for Chassis	\$	\$
10	9038	1	EA	IBM Base ITE Fans (4X)	\$	\$
11	9039	1	EA	IBM Base Chassis Management Element	\$	\$
12	9059	2	EA	IBM Base Power Module Indicator	\$	\$
13	ECS3	2	EA	IBM Flex System Enterprise Chassis Content Specify - 7895-23X	\$	\$
14	EFD9	1	EA	IBM Build-To-Order Indicator	\$	\$
15	EFM1	1	EA	IBM Fabric Manager (For NGP)	\$	\$

16	EPU1	1	EA	IBM System Guides - US English	\$	\$
17	ESW2	2	EA	IBM Flex System Fabric CN4093 10Gb Converged Scalable Switch	\$	\$
SERVER 1-HARDWARE						
18	7955-01M	1	EA	IBM Server 1:7955 Model 01M	\$	\$
19	1771	2	EA	IBM 200 GB 1.8-inch SATA Solid State Drive	\$	\$
20	3767	1	EA	IBM 1TB 7.2K RPM 2.5 inch SATA Disk Drive	\$	\$
21	4646	1	EA	IBM Integrate Blade Server in Chassis	\$	\$
22	4650	1	EA	IBM Rack Indicator- Not Factory Integrated	\$	\$
23	4681	1	EA	IBM Blade Center chassis specify, Chassis #1	\$	\$
24	EB31	1	EA	IBM FRM Platform SW Bundle Pre-load Indicator	\$	\$
25	EB32	1	EA	IBM FRM Virtualization SW Bundle Pre-load Indicator	\$	\$
26	ED11	1	EA	IBM System Guides - English	\$	\$
27	EFD9	1	EA	IBM Build-To-Order Indicator	\$	\$
28	EM09	4	EA	IBM 8GB (2x4GB RDIMMs) DDR3 1333 MHz System Memory	\$	\$
SERVER 1-SOFTWARE						
29	5662-FMS	1	EA	IBM Flex System Manager Advanced Reg:3Yr	\$	\$
30	0941	1	EA	IBM Per Managed Chasis 3Y Reg	\$	\$
31	5765-FMS	1	EA	IBM Flex System Manager Advanced V1.1.0	\$	\$
32	0001	1	EA	IBM Per managed chassis with 1 yr SWMA	\$	\$
SERVER 2-HARDWARE						
33	7895-23X	1	EA	IBM Server 2:7895 Model 23X	\$	\$
34	0265	1	EA	IBM AIX Partition Specify	\$	\$
35	2146	1	EA	IBM Primary OS - AIX	\$	\$
36	4646	1	EA	IBM Integrate Blade Server in Chassis	\$	\$
37	4650	1	EA	IBM Rack Indicator- Not Factory Integrated	\$	\$
38	4681	1	EA	IBM BladeCenter chassis specify, Chassis #1	\$	\$
39	5228	16	EA	IBM PowerVM Enterprise Edition	\$	\$
40	7067	1	EA	IBM Top Cover Diskless Model	\$	\$
41	8491	16	EA	One Processor Entitlement for the IBM Flex System C5240/C5440 Compute Node	\$	\$
42	9440	16	EA	IBM New AIX License Core Counter	\$	\$
43	EC24	2	EA	IBM Flex System CN4058 8-port 10Gb Converged Adapter	\$	\$
44	ED31	1	EA	IBM System Guides - English	\$	\$
45	EEME	4	EA	IBM 32GB (2 x16GB DIMMs) DDR3 1066 MHz System Memory	\$	\$
46	EFD9	1	EA	IBM Build-To-Order Indicator	\$	\$
47	EPRA	1	EA	IBM 16-core 4.1 GHz POWER7+ Processor Module	\$	\$

SERVER 2-SOFTWARE						
48	5692-A6P	1	EA	IBM System Software	\$	\$
49	1101	1	EA	IBM DVD Process	\$	\$
50	1488	1	EA	IBM Firefox	\$	\$
51	2271	1	EA	IBM AIX V7 for POWER	\$	\$
52	2272	1	EA	IBM AIX V7 Update	\$	\$
53	2273	1	EA	IBM AIX V7 Expansion Pack	\$	\$
54	3435	1	EA	IBM DVD/CD-ROM	\$	\$
55	5692-A6P	1	EA	IBM System Software	\$	\$
56	1101	1	EA	IBM DVD Process No Charge	\$	\$
57	1404	1	EA	IBM VIOS Expansion Pack	\$	\$
58	2201	1	EA	IBM Virtual I/O Server	\$	\$
59	3435	1	EA	IBM DVD/CD-ROM	\$	\$
60	5765-G98	1	EA	IBM AIX Standard Edition Version 7.1	\$	\$
61	0008	16	EA	IBM Per Processor - Small POWER 7	\$	\$
62	5765-PVE	1	EA	IBM PowerVM Enterprise Edition	\$	\$
63	0001	16	EA	IBM Per Processor small system	\$	\$
64	5771-PVE	1	EA	IBM PowerVM Enterprise Edition SW Maintenance: 1 Yr	\$	\$
65	1191	16	EA	IBM Per processor small system 1yr reg	\$	\$
66	1193	16	EA	IBM Per Processor small system 1Yr 24x7	\$	\$
67	5771-SWM	1	EA	Software Maintenance for AIX, 1 Year	\$	\$
68	1508	16	EA	IBM Per Processor 1 Yr SWMA Small Power 7 Reg	\$	\$
69	1509	16	EA	IBM Per Processor 1 Yr Small Power 7 7x24 Support	\$	\$
70	9000	1	EA	IBM SWMA Renewal Registration	\$	\$
SERVER 3-HARDWARE						
71	7895-23X	1	EA	IBM Server 3:7895 Model 23X	\$	\$
72	0265	1	EA	IBM AIX Partition Specify	\$	\$
73	2146	1	EA	IBM Primary OS - AIX	\$	\$
74	4646	1	EA	IBM Integrate Blade Server in Chassis	\$	\$
75	4650	1	EA	IBM Rack Indicator- Not Factory Integrated	\$	\$
76	4681	1	EA	IBM Blade Center chassis specify, Chassis #1	\$	\$
77	5228	16	EA	IBM PowerVM Enterprise Edition	\$	\$
78	7067	1	EA	IBM Top Cover Diskless Model	\$	\$
79	8491	16	EA	IBM One Processor Entitlement for the IBM Flex System C5240/C5440 Compute Node	\$	\$
80	9440	16	EA	IBM New AIX License Core Counter	\$	\$
81	EC24	2	EA	IBM Flex System CN4058 8-port 10Gb Converged Adapter	\$	\$
82	EEME	4	EA	IBM 32GB (2 x16GB DIMMs) DDR3 1066 MHz System Memory	\$	\$

83	EFD9	1	EA	IBM Build-To-Order Indicator	\$	\$
84	EPRA	1	EA	IBM 16-core 4.1 GHz POWER7+ Processor Module	\$	\$
SERVER 3-SOFTWARE						
85	5692-A6P	1	EA	IBM System Software	\$	\$
86	1101	1	EA	IBM DVD Process	\$	\$
87	1488	1	EA	IBM Firefox	\$	\$
88	2271	1	EA	IBM AIX V7 for POWER	\$	\$
89	2272	1	EA	IBM AIX V7 Update	\$	\$
90	2273	1	EA	IBM AIX V7 Expansion Pack	\$	\$
91	3435	1	EA	IBM DVD/CD-ROM	\$	\$
92	5692-A6P	1	EA	IBM System Software	\$	\$
93	1101	1	EA	IBM DVD Process No Charge	\$	\$
94	1404	1	EA	IBM VIOS Expansion Pack	\$	\$
95	2201	1	EA	IBM Virtual I/O Server	\$	\$
96	3435	1	EA	IBM DVD/CD-ROM	\$	\$
97	5765-G98	1	EA	IBM AIX Standard Edition Version 7.1	\$	\$
98	0008	16	EA	IBM Per Processor - Small POWER 7	\$	\$
99	5765-PVE	1	EA	IBM PowerVM Enterprise Edition	\$	\$
100	0001	16	EA	IBM Per Processor small system	\$	\$
101	5771-PVE	1	EA	IBM PowerVM Enterprise Edition SW Maintenance: 1 Yr	\$	\$
102	1191	16	EA	IBM Per processor small system 1yr reg	\$	\$
103	1193	16	EA	IBM Per Processor small system 1Yr 24x7	\$	\$
104	5771-SWM	1	EA	IBM Software Maintenance for AIX, 1 Year	\$	\$
105	1508	16	EA	IBM Per Processor 1 Yr SWMA Small Power 7 Reg	\$	\$
106	1509	16	EA	IBM Per Processor 1 Yr Small Power 7 7x24 Support	\$	\$
107	9000	1	EA	IBM SWMA Renewal Registration	\$	\$
108	XXXXXX	1	LT	IBM 3year 24x7 Hardware Maintenance (for all hardware above)	\$	\$
109	XXXXXX	1	LT	IBM 3year 24x7 Software Maintenance (for all software above)	\$	\$
GRAND TOTAL (ITEMS 1-109)						\$

Manufacturer and Model No _____

GUARANTEE:

Terms of Payment: _____

Payment terms and cash discounts, if applicable, will be considered (subject to the 10-day limitation below) during the evaluation and will commence from either the date of inspection and acceptance by SMUD or the date correct invoices are received, whichever is later. All discounts offered will be taken at the time of payment, whether indicated on the invoice or not. Any cash discount offered for payment less than ten (10) days will not be considered during bid evaluation.

Prompt Payment Program Check if this applies ☐

SMUD has a prompt payment program for small businesses which are certified by the California Department of General Services.

Under the program, SMUD will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by SMUD or the date correct invoices are received, whichever is later.

If SMUD fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in program, please indicate "prompt payment" above, along with any discounts offered, if applicable, and provide evidence of certification with your bid.

4.2. GENERAL BID DATA (required of all bidders)

1. Manufacturer and Model No.:

2. Manufacturing Locations:

Location (Street Address, City and State) of the plant or plants at which the major equipment will be manufactured. If more than one plant is involved, describe portion of the equipment manufactured in each plant and percentage of total cost represented by that portion.

3. Service Facilities:

Location (Street Address, City, and State) of the plant or plants where service facilities for prompt maintenance and repair are available.

4. Experience Data:

Provide the names of two (2), but not more than five (5) customers (preferably utilities) who have purchased [similar items](#) from your company.

	CUSTOMER NAME AND CONTACT PERSON	TELEPHONE NUMBER	DATE INSTALLED
1.			
2.			
3.			
4.			
5.			

Have you made the necessary arrangements to use these customers as a reference?

YES NO

☐ ☐

5. Exceptions To Specifications (Including Exceptions to Commercial Conditions):

Following is a list of all items of deviation and exceptions to the specification including commercial conditions on which this bid is based. There are no others. The Bidder understands that any provisions in the Bidder's bid inconsistent with provisions in this specification including commercial conditions, which are not expressly described or referred to below, will be interpreted as though such inconsistent provisions had not been included in the bid. Write in "NONE" if no exceptions are taken.

4.3. TECHNICAL BID DATA (required of all bidders)

NOTES:

1. Each bidder shall submit complete and definitive information on the Bidder's offering in sufficient detail to permit a complete analysis of the bid.
2. The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by SMUD.
3. All information, drawings, and data shall be in the English language. All dimensions and units of measure shall be in United States standard units. Full compliance with the requirements of this section is essential. Regardless of any statement by the Bidder with respect to the Bidder's intention or ability to comply, failure on the Bidder's part to submit the drawings and data prior to the time fixed for opening of bids, or failure of such drawings or data to conform to the requirements of the invitation, may preclude consideration of the bid for award.

FAILURE TO PROVIDE ALL INFORMATION WITH BID MAY BE CAUSE FOR REJECTION OF BID

4. One set of all such information, drawings, data, etc., shall be furnished with the original and each copy of the bid.

SEED PROGRAM SMALL BUSINESS DECLARATION

(To be completed by all Certified Small Businesses or Microbusinesses applying for the SEED Program)

To qualify for the SEED Program, a firm must be certified as a Small Business or Microbusiness by the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the physical address listed by the California Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, please complete this form to receive SEED Program consideration. SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

(Print company name)

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business or Microbusiness by the California Department of General Services **and I have attached a current copy of the firm's certification.**

If your firm is not certified by DGS and you would like to become certified for future contracting opportunities please refer to www.smud.org/SEED or contact SMUD Supplier Diversity at (916) 732-5623.

I _____ hereby swear that I am duly authorized to legally act on
(Print name)
behalf of the above named company.

Signature

Title

Date

DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

The proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED Program Small Business Declaration.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity Program Status (Check Status)			Percent (%) (Of Total Proposal Price)	Dollar Amount (Of This Firm's Work, Material or Service)
1.	PROPOSER/PRIME CONTRACTOR			Male	Female	_____% of Total Proposal	\$_____ Amount of Total Proposal
	License Number & Classification		SEED Qualified	Yes	No		
2.	SUBCONTRACTOR			Male	Female	_____% of Total Proposal	\$_____ Amount of Total Proposal
	License Number & Classification		SEED Qualified	Yes	No		
3.	SUBCONTRACTOR			Male	Female	_____% of Total Proposal	\$_____ Amount of Total Proposal
	License Number & Classification		SEED Qualified	Yes	No		
4.	SUBCONTRACTOR			Male	Female	_____% of Total Proposal	\$_____ Amount of Total Proposal
	License Number & Classification		SEED Qualified	Yes	No		

MBE = Minority-owned Business Enterprise , WBE = Women-owned Business Enterprise

5. GENERAL CONDITIONS

5.1. CHANGES:

SMUD may by written change order make any changes, including additions to or deletions from the quantities or services originally ordered, or in the specifications or drawings. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made which shall either be provided for in the change order or determined by SMUD in a later change order. Contractor shall be obligated to perform in accordance with such change orders, but Contractor may file a claim with SMUD if Contractor is dissatisfied with such equitable adjustment. Any such claim must be filed in writing within 30 days of date of the change order or other document establishing the equitable adjustment.

5.2. TERMINATION FOR DEFAULT OR BREACH

SMUD may at any time by written change order terminate this contract partially or completely for cause. As used in the preceding sentence, "cause" may include, but not necessarily be limited to, Contractor's material default or breach of any provision of this contract and the Contractor fails to cure the default/breach within 30 days of written notice by SMUD describing the default/breach.

Should Contractor fail to cure the default/breach within 30 days of the written notice, SMUD may provide written notice to the Contractor indicating the reason for termination and the effective termination date.

Upon notice of termination on the effective date, Contractor shall immediately cease work under this contract and shall take all steps reasonably necessary to mitigate any costs or expenses for which SMUD or Contractor may be liable hereunder. An equitable adjustment will be made between the parties as to any work or materials then in progress; provided that no such adjustment shall be made in favor of Contractor with respect to any goods which are Contractor's standard stock, nor shall any such adjustment be made for Contractor's anticipated profits for that portion of the materials and/or services terminated. Such termination shall not relieve SMUD or the Contractor of any of their obligations as to any materials already delivered and/or services already performed. Any action by the Contractor for adjustment hereunder must be received in writing by SMUD within 30 days of date of the change order or other document establishing the equitable adjustment.

5.3. TERMINATION FOR CONVENIENCE:

SMUD may at any time by written change order terminate this contract partially or completely for convenience as to any of the materials not shipped and/or services not performed. An equitable adjustment will be made between the parties as to any work or materials then in progress; provided that no such adjustment shall be made in favor of Contractor with respect to any goods which are Contractor's standard stock, nor shall any such adjustment be made for Contractor's anticipated profits for that portion of the materials and/or services terminated. Such termination shall not relieve SMUD or the Contractor of any of their obligations as to any materials already delivered and/or services already performed. Any action by the Contractor for adjustment hereunder must be received in writing by SMUD within 30 days of date of the change order or other document establishing the equitable adjustment.

5.4. NON-WAIVER:

Failure of SMUD to insist upon strict performance of any of the terms and conditions hereof, or its failure to exercise any rights or remedies provided herein or by law or to properly notify Contractor in the event of breach, or the acceptance of or payment for any goods hereunder, or approval of design, shall not release Contractor of any of the warranties or obligations of this contract, and shall not be deemed a waiver of any right of SMUD to insist upon strict performance hereof or any of SMUD's rights or remedies as to any such goods, regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this contract by SMUD operate as a waiver of any of the terms hereof.

5.5. NO ASSIGNMENT:

Any assignment of this contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise without the prior written consent of SMUD shall be void.

5.6. INSPECTION:

SMUD shall have the right to inspect the goods and to witness any of Contractor's regularly scheduled testing of the goods during their manufacture and prior to shipment, and to perform final inspection within a reasonable time after arrival at the ultimate destination. The goods shall not be deemed accepted until after said final inspection. The making or failure to make any inspection of, or payment for, or acceptance of the goods, shall in no way impair SMUD's right to reject nonconforming goods, or to avail itself of any other remedies to which SMUD may be entitled, notwithstanding SMUD's knowledge of the nonconformity, its substantiality or the ease of its discovery.

5.7. EXPEDITING:

The goods furnished under this contract shall be subject to expediting by SMUD or its representatives, either of who shall be allowed reasonable access to Contractor's plants, and those of the Contractor's sub-suppliers, for expediting purposes.

5.8. REPORTING:

A. Progress Reports: Regular periodic detailed forecasts and progress reports, including unpriced copies of purchase orders to sub-suppliers, may, at the option of SMUD, be required from Contractor for materials covered by a contract resulting from Bidder's bid.

5.9. DRAWINGS:

Drawings and documents requested in Technical Specifications of this Bid Request are to be sent as directed in the specification. DO NOT send such documents to the Supply Chain Services Department.

5.10. PASSING OF TITLE: FOB Destination

A. If the manufacture and shipment of materials and supplies herein described is from within the Continental United States of America, the terms of sale shall be f.o.b. the destination as designated by SMUD, and title to the materials and supplies herein described shall pass to SMUD upon delivery to and acceptance by SMUD.

- B. If the manufacture and shipment of materials and supplies herein described is from the Dominion of Canada, the terms of sale shall be f.o.b. the destination as designated by SMUD, and title to the materials and supplies herein described shall pass to SMUD upon delivery to and acceptance by SMUD. The entire responsibility for all loss or damage to said materials and supplies shall rest with the contractor until delivery and acceptance by SMUD at destination.
- C. If the manufacture and shipment of materials and supplies herein described is from outside the Continental United States of America or the Dominion of Canada, the terms of sale shall be carriage, insurance, and freight (CIF) destination (as designated by SMUD), and title to the materials and supplies herein described shall pass to SMUD upon delivery and acceptance by SMUD at destination. The entire responsibility for all loss or damage to said materials and supplies shall rest with the Contractor until delivery and acceptance by SMUD at destination. It is understood and agreed the Contractor shall:
- (1) Provide and pay for all transportation from original point of shipment to destination as designated by SMUD.
 - (2) Pay export taxes, or other fees or charges, if any, levied because of exportation.
 - (3) Obtain and dispatch promptly to SMUD, or its agent, clean bills of lading covering shipment from port of exportation to the port of entry into United States of America, and the transshipments from port of entry to destination.
 - (4) Provide at no cost or expense to SMUD certificates of origin, consular invoices, or any other documents issued by the country of origin, or of shipment, or of both, which may be required for importation of goods into the United States of America and, where necessary, for their passage through another country.
 - (5) Receive goods upon arrival at point of entry into the United States of America, including taking delivery in accordance with bill of lading clauses and terms, pay all costs of landing, including any and all duties, including anti-dumping duties, and taxes levied by the United States of America, and any other expenses at point of entry into the United States of America.

5.11. SELLER'S GUARANTEE:

Guarantee shall be as stated by Contractor in the Bidding Schedule

5.12. DELAYS:

Time is of the essence. However, Contractor shall not be liable for delays in delivery or failure to manufacture or deliver due to causes not reasonably foreseeable which are beyond its reasonable control, such as acts of God, acts of civil or military authorities, Governmental priorities, fires, strikes, floods, epidemics, war or riot. In the event of any such delay, the date of delivery shall be extended for the period equal to the time actually lost by reason of the delay. The failure of any subcontractor or supplier to complete work or make deliveries to Contractor on time shall not relieve Contractor from liability for delay unless such failures are due to one of the causes set forth herein.

5.13. COMPLIANCE:

Contractor warrants that all goods sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the goods are subject. Contractor shall execute and deliver all documents as may be required to effect or to evidence compliance as set forth herein. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

5.14. APPLICABLE LAW:

This Contract shall be governed, construed and interpreted under the laws of the State of California and federal statutes and regulations as applicable to Contractor.

5.15. PATENT AND COPYRIGHT INDEMNITY:

The Contractor hereby agrees to defend, indemnify and hold harmless SMUD from and against any and all liability, loss, or damage and to reimburse SMUD for any cost or expense to which SMUD may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights or copyright by reason of the services, work, processes, materials, equipment or other items used by the Contractor in its performance of this Contract.

5.16. INVOICES:

- A. Schedule. Contractor may submit invoices to SMUD immediately upon shipment of materials. However, in no event will payment be made until proper receipt and acceptance of the material and freight documentation by SMUD. All statements of discounts shall be subject to this stipulation.
- B. Submission. SMUD highly encourages the use of Electronic Invoicing. Invoices delivered electronically must be:
- In PDF file format and e-mailed to: smudinvoice@smud.org.
 - Invoice and supporting documents (e.g. Bill of Lading) must be included in a single PDF file.
 - SMUD's contract or purchase order number must be clearly displayed on the electronic invoice.
 - Show any Sales Tax or Use Tax as separate items, giving permit number authorizing collection of taxes.
 - Multiple invoices may be transmitted in a single email; however, each invoice and its related supporting documents must be contained in a separate PDF file. In accordance with the instructions of this Contract, all invoices shall be submitted for reimbursement payment processing in duplicate to:

If unable to submit electronically, mail invoices to:

Sacramento Municipal Utility District
Attention: Accounting Department, Mailstop B302
6201 S Street, P. O. Box 15830
Sacramento, CA 95852-0830

*Note: Although not typical of a standard material purchase, if subject to 1099 reporting, include your Tax Payer Identification on the invoice for any service related charges.

5.17. PACKING SLIPS:

Packing slips must be included in all shipments. Contract number must appear on all packing slips, whether covering partial or complete shipments.

5.18. PARTIAL SHIPMENTS:

Partial shipments and/or billings are not permitted unless approved in writing by Supply Chain Services Department Office.

5.19. PRICES:

If during the period of the contract the Contractor's list price should decline below the price in the contract, such reduction shall be for the benefit of SMUD.

5.20. INDEMNITY:

Contractor shall indemnify, defend, and hold harmless SMUD, its directors, officers, agents and employees against all claims, loss, damage, expense, and liability asserted or incurred by other parties, including, but not limited to, SMUD's employees and Contractor's employees, arising out of or in any way connected with the performance of this contract and excepting only such loss, damage or liability as may be caused by the intentional acts or the sole negligence of SMUD.

5.21. PRIME CONTRACTOR RESPONSIBILITY:

If any Contractor's bid includes equipment or services marketed by other firms, it will be mandatory for such Contractor to act as prime Contractor for the procurement and setting up of maintenance for the items offered. The successful Contractor shall be the sole point of contact with regard to contractual matters and maintenance services.

5.22. FRANCHISE TAX:

SMUD shall withhold an amount equal to seven percent (7%) from payments made pursuant to the terms and conditions of this contract as set forth herein, to all independent contractors who are not residents of the State of California and who have not filed a Certificate of California Residence with SMUD and to all corporations which have not registered as a "Foreign Corporation" with the California Secretary of State or who have not received an exemption from this requirement from the California Franchise Tax Board. This requirement applies to all contractors performing personal services in California, for which SMUD pays in excess of Fifteen Hundred Dollars (\$1,500.00) annually.

(Ref. Cal. Rev. and Tax Code Sec. 26131, California Code of Regulations, Title 18, Sec. 18805, 18805-3.)

5.23. EQUAL EMPLOYMENT OPPORTUNITY:

Contractor shall not discriminate against any employee or applicant for employment contrary to the provisions of applicable State and/or Federal anti-discrimination laws. Contractor shall ensure that this requirement is applied to applicants and employees in actions including, but not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

6. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

6.1. INTRODUCTION

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

6.2. OVERVIEW

SMUD's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the California Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

6.3. PROGRAM GOALS AND INCENTIVES

SMUD promotes a goal of 20% SEED participation in SMUD contracts. To achieve this, SMUD has established the following program incentives:

- 11.3.1. **SEED Price Advantage-** SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by SMUD. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$ 5 Million.
- 11.3.2. **RFP SEED Evaluation Points-**(NOT APPLICABLE to this bid request) Request for Proposal (RFP) solicitations are evaluated using published criteria and are evaluated on a 100 point scale. Ten evaluation points are awarded to SEED qualified prime proposers. Non- SEED prime proposers may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Proposals with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.
- 11.3.3. **SEED Subcontracting-** Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. SMUD currently promotes a goal of 20% SEED subcontracting. ***Note: Not applicable for "Materials Only" procurements.**

[Need help locating a SEED Subcontractor?](#)

Go to www.smud.org/SEED and select "Click to find a SEED subcontractor" near the bottom of the page or [click here](#).

- 11.3.3.1. Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.

- 11.3.3.2. Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full calculated price advantage available to SEED prime bidders.
- 11.3.3.3. To receive SEED subcontracting credit, non-SEED bidders and proposers must submit SMUD's "Designation of Prime, Subcontractors and Suppliers Form" (see forms in Section x) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and proposers are responsible for completing a SEED Program Small Business Declaration form for each SEED-qualified vendor listed.
- 11.3.3.4. "Subcontractor" refers to firms named in a proposal and listed on the "Designation of Prime, Subcontractors and Suppliers Form", who will perform specific tasks of the contracted work. For SMUD construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other SMUD contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Proposer, which are specific to a SMUD solicitation, and provided under a separate contract agreement with the Proposer and having no employment relationship with the Proposer. As such, payments made by the Proposer to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 11.3.3.5. In consideration of the price and evaluation points provided for SEED subcontracting, the Proposer, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors and Suppliers" form in the proposal. SMUD, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its proposal.
- 11.3.3.6. Substitution of any subcontractor requires prior written approval from SMUD. If the winning bidder or Proposer received SEED subcontractor price advantage(s) or evaluation points, SMUD, at its option, may require the Proposer to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

6.4. SEED PROGRAM QUALIFICATION

Vendors must meet both of the following qualifications to participate in the SEED Program:

- 11.4.1. **Certification-** the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by SMUD. Vendors must be certified by the bid-opening date (IFBs) or proposal due date (RFPs) as applicable, to qualify for the SEED Program.
- 11.4.2. **Ratepayer Qualification-** the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. This will be based on the physical address of the business as recorded by the California Department of General Services in its Small Business certification record. As a general rule this will be the address shown on the DGS Small Business certificate. SMUD will make a qualification determination where the address shown on the Small Business certificate is a post office box, other mail receiving only address or a leased facility where utilities are included in the lease agreement.

6.5. CONTRACT COMPLIANCE

SMUD may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. SMUD may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

6.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause SMUD to cancel any existing contracts with the Proposer/vendor and may disqualify the vendor from contracting with SMUD in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with SMUD for a period of not less than one year and not more than five years unless SMUD's General Manager determines that the offending firm should be permanently barred from bidding on a SMUD contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts SMUD's intended benefits to SEED participation. SMUD may seek all legal remedies available under the law against such proposers.

6.7. ADDITIONAL INFORMATION

SMUD's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular SMUD business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5984 or (916) 732-5623. In addition, SMUD publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

Need help with Bonding or Insurance?

Go to www.smud.org/SEED and select "Loan and Insurance" in the left column or [click here](#)

7. ASBESTOS NOTIFICATION - 2012

Sacramento Municipal Utility District (SMUD) is required to give notice to employees and contractors working at any District facility that has asbestos-containing construction materials, pursuant to the Asbestos Notification Law (California Health & Safety Code 25915 et seq., and in particular 25915.1). **Be aware that this list only includes material tested and found to contain asbestos material. Material not tested may contain asbestos. Asbestos inspection and testing is required prior to performing demolition, renovation, retrofit or remodeling in any facility constructed prior to 1981.**

LOCATION OF ASBESTOS

Headquarters Building:

- * Above the ceiling of the first floor (auditorium) and throughout the remainder of the building as troweled-on fireproofing material on decking and structural members;
- * Floor tiles (various sizes; 9-inchx9-inch; 12-inch x12-inch), and mastics;
- * Mechanical/electrical equipment;
- * Throughout the building (behind the walls, in equipment rooms and auditorium ceiling) in tank and pipe insulation;
- * Insulation on electrical wire;
- * Materials inside door frames;
- * Caulking on HVAC ducts; and
- * HVAC and piping insulation.

Corporation Yard:

- * HVAC and piping insulation within the D/S Building;
- * Hot water piping insulation in Building F - Transportation Shop;
- * Floor tile and mastic Building F - Transportation Shop – Break Room;
- * Mastic under floor tile - second floor of Building I – Warehouse; and
- * Pre-Fab Shop linoleum on restroom floor.

Energy Management Center

- * Arc chutes on some circuit-breakers.

Substations:

- * Rancho Seco switchyard building in floor tile and mastic
- * Arc chutes on some breakers – potentially all sub-stations
- * Elverta and Hurley in floor tile and adhesive and presumed asbestos containing materials (PACM) in all sub-stations;
- * Elverta ceiling tile and mastic and PACM in all sub-stations;
- * Mid-city sub in pipe insulation and PACM in all sub-stations
- * Hedge sub station floor tile and mastic and PACM in all sub-stations
- * Manholes, switchboards, control and protection panels - Wire insulation in all sub-stations;
- * Some bus bar filler material in all sub-stations;
- * North city - transite on roof and inside walls and PACM in all sub-stations;
- * Outer paint cover on oil filled pipe from North City to Station A.
- * All substations, build prior to 1981, may contain asbestos containing floor tile

Fresh Pond:

- * Floor tiles and mastic

Camp Far West

- * Pipe insulation on cooling water pipe;
- * Pipe insulation on mezzanine level behind battery room insulation

Union Valley

- * Pipe insulation
- * Bus bar bolt filler material
- * Fire-stop sealant on electrical cables
- * White material in PCB500

Loon Lake

- * Diesel generator exhaust piping
- * Insulation on HVAC duct
- * Black & White pipe wrap material
- * Firestop sealant on electrical cables

Jaybird

- * Wiring insulation
- * Pipe insulation
- * Fire-stop sealant on electrical cables

Fresh Pond (continued):White Rock

- * Fire-stop sealant on electrical cables
- * Arc chutes in breakers
- * Black pipe wrap material

Camino

- * Handle insulation
- * Bus bar bolt filler material
- * Firestop sealant on electrical cables

- * Breaker #310 arc chutes
- * Breaker #320 arc chutes

SEA Campground

- * Transite panels in restroom building

Jones Fork

- * Brake shoes

Ice House

- * Gray Roofing fish water valve house

Robbs Peak

- * Bus bar bolt filler material
- * Roof mastic (around equipment hatches)
- * Serpentine road rock at valve house
- * Arc chutes/breakers
- * Firestop sealant on electrical cables

McClellan Gas Turbine

- * Turbine unit door gasket

Rancho Seco:

- *Some cable, wire coverings in the Turbine Building and yard areas;
- *NSEB, Other Buildings, until tested; *Fire-stop material in the Auxiliary and Turbine Buildings.

SPECIAL NOTICE

Attention all employees assigned work at military bases (active or inactive) within the SMUD service area. Prior to performing any work, precautionary measures shall be taken to prevent possible exposure to asbestos fibers. The use of asbestos containing building materials (i.e., wall board, ceilings, floor tile, sprayed-on acoustical ceilings, mastics, roofing materials, insulation or other building materials) is presumed to contain asbestos until confirmed by an accredited NVLAP analytical laboratory. If you encounter building materials that need to be removed prior to performing your work, please contact Workforce Health and Safety at 916 732-5253 to have EH&S Specialist obtain samples of the materials and have them analyzed properly.

POTENTIAL HEALTH RISKS OF ASBESTOS EXPOSURE:

Asbestos becomes a health hazard only when fibers are released into the air where they may be inhaled or ingested. Asbestos does not present a hazard if it is not disturbed, if it is properly covered, or if the fibers are bound, as in floor tiles or "transite" boards.

Certain risk factors are relevant to the development of asbestos-related diseases, such as: the number, concentration and size of the asbestos fibers inhaled or ingested; the duration of the exposure and the length of time since exposure and susceptibility to disease development. If not properly controlled, asbestos may cause scarring of lung tissue (called asbestosis), cancer of the chest cavity lining (called mesothelioma), or lung cancer. Studies show the relationship between asbestos exposure and disease development has involved groups of workers who were heavily exposed to asbestos in occupational activities; that an extremely low incidence of disease is expected in populations with low levels of exposure; and that asbestos concentrations in buildings with asbestos might not differ significantly from concentrations found in the outside air in many urban environments. Although exact risk assessment is difficult, experts are in agreement that exposure to airborne asbestos fibers should be minimized to the lowest feasible levels.

ASBESTOS MANAGEMENT PROGRAM:

An Asbestos Operations and Maintenance Plan is in effect to insure proper warning labels and to periodically inspect and document the condition of the asbestos containing material and to make repairs, if necessary. Air samples taken in the Headquarters Building in 2009 indicated no asbestos above EPA clearance levels.

DO NOT DISTURB THE ASBESTOS:

Moving, drilling, boring, sanding or otherwise disturbing any asbestos-containing materials or PACM may present a health risk and, consequently, shall not be attempted by anyone who is not qualified, equipped to handle asbestos, or does not have a valid Asbestos Work Permit from Workforce Health & Safety Services. Should you become aware that asbestos materials have been disturbed or if you have questions, please call Ken Groves, Supervisor, Facilities Management (916) 732-7060 or David Payette, Workforce Health & Safety Services at (916) 732-6332.

Date: January 25, 2012

Ken Groves, Supervisor
General Services – Facilities

Date: January 25, 2012

Dave Payette, CIH, CSP
District Asbestos Program Manager
Workforce Health & Safety Services