

MATERIAL CONTRACT NO.46000XXXXX

This MATERIAL CONTRACT (“Contract”) is made by and between SACRAMENTO MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of California with its principal executive offices at 6201 S Street, Sacramento, CA 95817-1899 (“SMUD”), and EATON CORPORATION, with its principal executive offices at 1000 Eaton Blvd, Beachwood, Ohio 44122 (“Seller”). The parties agree as follows:

A. Seller, for and in consideration of the payment to be made to it as herein provided, agrees to furnish all material and/or equipment described as: 2024 SMUD Distribution Transformers, in strict conformity with the following: (1) the PO Delivery Schedule attached to each Purchase Order, which shall be substantially based on the Initial Delivery Schedule that is attached hereto as part of the Delivery Obligations set forth in Exhibit A, and all other applicable requirements set forth in Exhibit A; (2) the Additional Requirements attached hereto as Exhibit B; (3) the General Conditions attached hereto as Exhibit C, (4) if applicable, the Technical Conditions attached hereto as Exhibit D, (5) if applicable, Drawings attached hereto as Exhibit E; and (6) all applicable requirements in the additional Exhibits attached to this Contract.

The SMUD Contract Manager for this Contract is CONTRACT MANAGER, Phone, Email,

B. SMUD, in consideration of the performance of this Contract by Seller, agrees to pay Seller in accordance with the rates and prices set forth in the Pricing Schedule attached hereto as Exhibit H and incorporated by this reference, subject to any additions and/or deductions provided for elsewhere in this Contract.

SMUD’s maximum financial obligation under this Contract shall not exceed the sum of all SMUD authorized Purchase Orders released against this Contract. Any expenditures in excess of this limit will not be reimbursed by SMUD and will be the Seller’s sole responsibility.

C. The term of this Contract shall be from [REDACTED], to [REDACTED], unless changed by mutual written agreement of the contracting parties.

D. Numerous SMUD buildings were constructed with some asbestos-containing components. An asbestos information sheet is provided as the Asbestos Notification attached hereto as Exhibit I, which shall be provided to all of Seller’s employees, agents, representatives and subcontractors performing work within such SMUD buildings.

E. The personal safety and health of the general public, SMUD employees, and Seller employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Seller or Seller’s employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, SMUD employees, and Seller employees and to prevent damage to SMUD buildings, equipment or materials while performing this contract.

F. If applicable, Seller may use only those subcontractors who are identified on the Designation of Prime Contractor, Subcontractors, and Suppliers form attached hereto as Exhibit J. Substitution

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of any subcontractor identified on Exhibit J requires the prior written approval of SMUD. If applicable, Seller shall comply with the SEED percentage participation commitments shown on Exhibit J, unless the actual work does not require SEED participation as agreed by the parties. Seller shall report payments made to each SEED Subcontractor every month using SMUD's Compliance and Audit System (CAS) at <https://smud.gob2g.com/>. SMUD reserves the right to conduct compliance audits of SEED percentage participation commitments at any time during the Contract period and up to one year following the expiration or termination of the Contract. The compliance audit may include requesting Seller to provide SEED subcontractor invoice(s) and payment information

G. CONFIDENTIAL INFORMATION AND DATA SECURITY REQUIREMENTS

1. The parties shall execute the Confidentiality and Non-Disclosure Agreement attached as an Exhibit to this Agreement (Exhibit M - "Non-Disclosure Agreement") before exchanging any confidential information or data under this Contract, as such confidential information is defined in the attached Non-Disclosure Agreement ("Confidential Information"). Seller shall direct each of Seller's Representatives who is assigned by Seller to perform services for SMUD or Seller under this Contract to abide by the Non-Disclosure Agreement and the individual's obligations thereunder as a Seller Representative.
2. SMUD shall have the right for the full duration of time that Seller is in possession or control of any Confidential Information, to request information reasonably related to Seller's compliance with the data security and/or non-disclosure provisions of this Contract, provided that such requests are limited to a reasonable number of requests per calendar year and are conducted during Seller's normal business hours with at least 10 calendar days' prior written notice. The scope of the requests shall be restricted to records reasonably related to this Contract.
3. If applicable, each person to have access to SMUD systems or to certain SMUD physical or cyber assets must pass a background check, to be performed by SMUD. Seller will inform Seller's Representatives of this requirement.
4. "Authorized User" means Seller and Seller's Representatives who pursuant to the Contract may access SMUD systems to provide the Services. An Authorized User will not share, disclose, or otherwise make accessible to any other person (a) user IDs, passwords, or any other credentials used to access SMUD systems, and (b) will comply with SMUD's security practices for accessing SMUD systems. If there is a breach of the above obligations, Seller will promptly notify SMUD and cooperate in identifying the extent of and addressing the breach.
5. Unless authorized under this Contract, no SMUD data is to be downloaded, stored, copied, transferred or removed from SMUD systems to another party's system or medium.
6. All SMUD confidential and proprietary data hosted on Seller's platform must physically reside in storage within the continental United States.

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7. Seller and Seller's Representatives maintaining a hosted solution that contains SMUD confidential and proprietary data must reside within the continental United States.
 8. All SMUD information technology systems are monitored for acceptable use. Seller, and Seller's Representatives, acknowledge that there is no expectation of any right to privacy in any such materials and data stored, processed, transmitted and /or maintained on SMUD property. Such material and data are subject to inspection and can be confiscated by SMUD at any time, with or without notice and with or without password protection.
- H. EXHIBITS; ORDER OF PRECEDENCE. Each of the Exhibits attached hereto and any Purchase Orders issued pursuant to this Contract are incorporated herein by this reference as if fully set forth herein. In the event of an inconsistency or conflict between this Contract, its Exhibits and the Purchase Orders issued hereunder, the following order of precedence will apply: Exhibit C (General Conditions), Purchase Order, Contract, all remaining Exhibits.

[signature page follows]

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**ACCEPTED FOR
EATON CORPORATION**

**ACCEPTED FOR THE
SACRAMENTO MUNICIPAL UTILITY
DISTRICT**

By: _____

By: _____

Name: _____
(Type or Print)

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

- 1. Exhibit A – Delivery Obligations**
- 2. Exhibit B – Additional Requirements**
- 3. Exhibit C – General Conditions**
- 4. Exhibit D – Technical Conditions**
- 5. Exhibit E – Reserved**
- 6. Exhibit F – Reserved**
- 7. Exhibit G - Insurance Requirements**
- 8. Exhibit H – Pricing Schedule**
- 9. Exhibit I – Asbestos Notification**
- 10. Exhibit J – Designation of Prime Contractor, Subcontractors and Suppliers**
- 11. Exhibit K – Supplier Relationship Management Program**
- 12. Exhibit L – Process Flow**
- 13. Exhibit M – Confidentiality and Non-Disclosure Agreement**

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EXHIBIT A

DELIVERY OBLIGATIONS

A. INITIAL DELIVERY SCHEDULE

The quantities shown in this Initial Delivery Schedule set forth below, including Table A-1 (Padmount Transformers) and Table A-2 (Pole Mount Transformers) are approximate only. Payment will be made on the basis of quantities actually ordered and received by SMUD. SMUD will order each Product or Product(s) from Seller by issuing a Purchase Order(s) to Seller for the Product(s).

Table A-1. PADMOUNT TRANSFORMERS

Material #	Short Description of Product	Estimated Yearly Qty	Lead Time
10000001	TRNSF PM 45KVA 3PH 4X12 208/120 D-Y	0	12-118
10000002	TRNSF PM 45KVA 3PH 12KV 208/120 D-Y	24	12-118
10000003	TRNSF PM 45KVA 3PH 21KV 208/120 Y-Y	1	12-118
10000033	TRNSF PM 50KVA 1PH 4X12 240/120	0	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000034	TRNSF PM 50KVA 1PH 6930V 240/120	323	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000036	TRNSF PM 50KVA 1PH 12KV 240/120	31	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000043	TRNSF PM 75KVA 1PH 6930V 240/120	156	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000004	TRNSF PM 75KVA 3PH 4X12 208/120 D-Y	0	12-118
10000045	TRNSF PM 75KVA 1PH 12KV 240/120	50	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)

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10000005	TRNSF PM 75KVA 3PH 12KV 208/120 D-Y	36	12-118
10000006	TRNSF PM 75KVA 3PH 21KV 208/120 Y-Y	6	12-118
10000014	TRNSF PM 150KVA 3PH 4X12 208/120 D-Y	0	12-118
10000806	TRNSF PM 100KVA 1PH 4X12 240/120	0	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000807	TRNSF PM 100KVA 1PH 6930V 240/120	19	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000809	TRNSF PM 100KVA 1PH 12KV 240/120	31	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000015	TRNSF PM 150KVA 3PH 12KV 208/120 D-Y	76	12-118
10000016	TRNSF PM 150KVA 3PH 21KV 208/120 Y-Y	13	12-118
10000024	TRNSF PM 300KVA 3PH 4X12 208/120 D-Y	0	12-118
10000025	TRNSF PM 300KVA 3PH 12KV 208/120 D-Y	56	12-118
10000026	TRNSF PM 300KVA 3PH 21KV 208/120 Y-Y	13	12-118
10000813	TRNSF PM 167KVA 1PH 6930V 240/120	2	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000815	TRNSF PM 167KVA 1PH 12KV 240/120	2	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000038	TRNSF PM 500KVA 3PH 4X12 208/120 D-Y	0	12-118
10000039	TRNSF PM 500KVA 3PH 12KV 208/120 D-Y	8	12-118
10000040	TRNSF PM 500KVA 3PH 21KV 208/120 Y-Y	12	12-118
10000047	TRNSF PM 750KVA 3PH 12KV 208/120 D-Y	1	12-118
10000975	TRNSF PM 150KVA 3PH 12KV 480/277 D-Y	14	12-118

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10000977	TRNSF PM 300KVA 3PH 12KV 480/277 D-Y	26	12-118
10000978	TRNSF PM 500KVA 3PH 12KV 480/277 D-Y	20	12-118
10000979	TRNSF PM 750KVA 3PH 12KV 480/277 D-Y	18	12-118
10000980	TRNSF PM 1000KVA 3PH 12KV 480/277 D-Y	24	12-118
10000981	TRNSF PM 75KVA 3PH 4X12 480/277 D-Y	0	12-118
10001088	TRNSF PM 150KVA 3PH 4X12 480/277 D-Y	0	12-118
10001090	TRNSF PM 300KVA 3PH 4X12 480/277 D-Y	0	12-118
10001091	TRNSF PM 500KVA 3PH 4X12 480/277 D-Y	0	12-118
10001092	TRNSF PM 750KVA 3PH 4X12 480/277 D-Y	0	12-118
10003722	TRNSF PM 45KVA 3PH 12KV 480/277 D-Y	1	12-118
10003723	TRNSF PM 75KVA 3PH 12KV 480/277 D-Y	2	12-118
10003724	TRNSF PM 45KVA 3PH 21KV 480/277 Y-Y	0	12-118
10003726	TRNSF PM 150KVA 3PH 21KV 480/277 Y-Y	2	12-118
10003727	TRNSF PM 300KVA 3PH 21KV 480/277 Y-Y	3	12-118
10000917	TRNSF PM 50KVA 1PH 21KV 240/120	3	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10000920	TRNSF PM 15KVA 1PH 12KV 480/240	0	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10003728	TRNSF PM 500KVA 3PH 21KV 480/277 Y-Y	6	12-118
10003729	TRNSF PM 750KVA 3PH 21KV 480/277 Y-Y	3	12-118
10000932	TRNSF PM 100KVA 1PH 21KV 240/120	0	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10003730	TRNSF PM 1000KVA 3PH 21KV 480/277 Y-Y	3	12-118

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10005078	TRNSF PM 750KVA 3PH 21KV 208/120 Y-Y	1	12-118
10005718	TRNSF PM 1500KVA 3PH 21KV 480/277 Y-Y	2	12-118
10000944	TRNSF PM 75KVA 1PH 21KV 240/120	4	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10007921	TRNSF PM 167KVA 1PH 21KV 240/120	0	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10007204	TRNSF PM 1500KVA 3PH 12KV 480/277 D-Y	24	12-118
10010845	TRNSF PM 1500KVA 3PH 12KV 4160V D-Y	0	12-118
10024673	TRNSF PM 25KVA 1PH 6930V 240/120 SUB	0	9 to 30 weeks (9 weeks for RPP slots, 30 for non-reserved additional slots)
10011173	TRNSF PM 3750KVA 3PH 21KV 4160V Y-Y	1	12-118
10011756	TRNSF PM 1500KVA 3PH 12KV 2400V D-D	0	12-118
10016561	TRNSF PM 2000KVA 3PH 12KV 480/277 D-Y	1	12-118
10016562	TRNSF PM 2500KVA 3PH 12KV 480/277 D-Y	0	12-118
10021532	TRNSF PM 2500KVA 3PH 12KV 4160V D-Y	1	12-118
10021851	TRNSF PM 1000KVA 3PH 21KV 208/120 Y-Y	0	12-118
10022821	TRNSF PM 1500KVA 3PH 21KV 4160V D-Y	0	12-118
10022822	TRNSF PM 1500KVA 3PH 21KV 480/277 D-Y	0	12-118
10022823	TRNSF PM 500KVA 3PH 21KV 208/120 D-Y	0	12-118
10022824	TRNSF PM 750KVA 3PH 21KV 480/277 D-Y	0	12-118
10023009	TRNSF PM 75KVA 3PH 12KV 240/120 D-D	1	12-118
10023902	TRNSF PM 75KVA 3PH 21KV 240/120 Y-D	0	12-118
10024062	TRNSF PM 500KVA 3PH 12KV 2400V D-D	0	12-118

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10024459	TRNSF PM 1000KVA 3PH 21KV 480/277 D-Y	0	12-118
10028628	TRNSF PM 3325KVA 3PH 21KV 480Y/277 DELTA	0	12-118
10028676	TRNSF PM 1500KVA 3PH 21KV 208Y/120 D-Y	0	12-118
10029286	TRNSF PM 150KVA 3PH 12KV 240/120V D-D	1	12-118

Table A.2. POLE MOUNT TRANSFORMERS

Material #	Description of Product	Estimated Yearly Qty	Lead Time
10000012	TRNSF PB 15KVA 1PH 12KV 120/240	0	9 to 30 weeks
10000013	TRNSF PB 15KVA 1PH 12KV 240/480	0	9 to 30 weeks
10000019	TRNSF PB 25KVA 1PH 4X12 120/240	1	9 to 12 weeks
10000021	TRNSF PB 25KVA 1PH 12KV 120/240	182	9 to 12 weeks
10000023	TRNSF PB 25KVA 1PH 12KV 240/480	7	9 to 12 weeks
10000032	TRNSF PB 50KVA 1PH 4X12 120/240	12	9 to 12 weeks
10000035	TRNSF PB 50KVA 1PH 12KV 120/240	583	9 to 12 weeks
10000037	TRNSF PB 50KVA 1PH 12KV 240/480	18	9 to 12 weeks
10000041	TRNSF PB 75KVA 1PH 4X12 120/240	2	9 to 12 weeks
10000044	TRNSF PB 75KVA 1PH 12KV 120/240	121	9 to 12 weeks
10000046	TRNSF PB 75KVA 1PH 12KV 240/480	24	9 to 12 weeks
10000805	TRNSF PB 100KVA 1PH 4X12 120/240	0	9 to 30 weeks
10000808	TRNSF PB 100KVA 1PH 12KV 120/240	6	9 to 30 weeks
10000810	TRNSF PB 100KVA 1PH 12KV 240/480	2	9 to 30 weeks
10000814	TRNSF PB 167KVA 1PH 12KV 120/240	6	9 to 30 weeks
10000898	TRNSF PB 25KVA 1PH 6930V 120/240	1	9 to 12 weeks

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10000900	TRNSF PB 50KVA 1PH 6930V 120/240	3	9 to 12 weeks
10000901	TRNSF PB 75KVA 1PH 6930V 120/240	61	9 to 12 weeks
10000902	TRNSF PB 100KVA 1PH 6930V 120/240	0	9 to 30 weeks
10000916	TRNSF PB 25KVA 1PH 12KV SEC/PAR 208Y	18	9 to 12 weeks
10000923	TRNSF PB 75KVA 1PH 12KV SEC/PAR 208Y	9	9 to 12 weeks
10000925	TRNSF PB 15KVA 1PH 12KV SEC/PAR 208Y	0	9 to 30 weeks
10000928	TRNSF PB 50KVA 1PH 4X12 SEC/PAR 208Y	0	9 to 30 weeks
10000931	TRNSF PB 50KVA 1PH 12KV SEC/PAR 208Y	61	9 to 12 weeks
10008895	TRNSF PB 15KVA 1PH 12KV 277	0	9 to 30 weeks
10008896	TRNSF PB 25KVA 1PH 12KV 277	18	9 to 12 weeks
10008898	TRNSF PB 50KVA 1PH 12KV 277	59	9 to 12 weeks
10008899	TRNSF PB 75KVA 1PH 12KV 277	19	9 to 12 weeks
10009254	TRNSF PB 25KVA 1PH 4X12 240/480	0	9 to 30 weeks
10010494	TRNSF PB 50KVA 1PH 4X12KV 277	0	9 to 30 weeks
10011646	TRNSF PB 167KVA 1PH 12KV 2400V	0	9 to 30 weeks
10029929	TRNSF PB 167KVA 1PH 12KV 240/480	0	9 to 30 weeks

B. DELIVERY & REPORTING EXPECTATIONS

- PO Delivery Schedule.** Each Product will be ordered via a Purchase Order issued by SMUD. The applicable Purchase Order will include, without limitation, a delivery schedule for the Products (“PO Delivery Schedule”), a firm delivery date by which the Product, unit or other aspect of the order must be delivered successfully to SMUD or otherwise completed (“Delivery Date”).
- Delivery Timeline Obligations:** The Seller agrees to adhere to the PO Delivery Schedule, including the Lead Times and Delivery Dates set forth therein.
- Lead Time and Delivery Date Designations**

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Seller agrees to provide the Lead Time(s) and Delivery Dates for each Product in the delivery schedule set forth in the PO Delivery Schedule.

4. Reporting

- (a) Monthly Lead Time/Delivery Date Updates.** Seller agrees to provide SMUD with updated Initial Delivery Schedule Lead Times and updated PO Delivery Schedule Lead Times for all active Purchase Orders at least once a month, within the first week of each month.
- (b) Weekly System Report Monitoring.** The Seller shall review and adjust their weekly system reports for accuracy regarding the delivery of units prior to submission to SMUD. Weekly system reports shall be discussed by both parties during the Bi-Monthly Performance Check-In Meetings.

5. Notification of Delay

Seller is required to immediately report any issue(s) issues, including, without limitation, manufacturing issues, supply chain, safety or quality concerns, that may increase, decrease or otherwise affect, whether direct or indirect, a component item or Product's Lead Time or Delivery Date. For any delay in Lead Time and/or Delivery Date that is equal to or greater than fourteen (14) calendar days or that otherwise materially impact the Lead Time(s) or Delivery Date, Seller must promptly, but no later than ten (10) calendar days after discovery of the delay, provide SMUD with: a written explanation for the delay, steps Seller has taken and plans to take to mitigate the delay, and disclosure of any other component item(s) or Product(s) on the Initial Delivery Schedule for which the Lead Time or Delivery Date may be impacted, via the weekly open order report.

- 6. Late Delivery Fees.** Seller is subject to Late Delivery Fees set forth in Exhibit B to this Contract.

7. Definitions

- (a) "Delay"** means an unapproved failure by Seller to deliver a Product, units or other deliverable identified on the applicable Purchase Order by the Delivery Date set forth in the applicable Purchase Order.
- (b) "Late Delivery"** means a Delay that is greater than seven (7) calendar days after the Delivery Date.
- (c) "Lead Time(s)"** means the number of calendar days after the date of the applicable Purchase Order. Seller's Lead Time must account for drawing

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submittals, transit times, and any other specific conditions identified in the applicable Purchase Order.

C. CAPACITY PLANNING

1. Capacity Planning And Manufacturing Space

The Seller agrees collaborate with SMUD to establish a capacity plan that will dedicate manufacturing space for all identified SMUD distribution transformer requirements during the term of this Contract (the "Capacity Plan").

2. Capacity Planning Meetings

(a) **Quarterly Meetings.** The Seller or their representatives shall meet with the SMUD's Contract Manager on a quarterly basis to determine the Capacity Plan and manufacturing space. During these meetings, both parties will review SMUD's transformer usage, inventory levels, and future requirements. This collaborative process will determine and confirm manufacturing capacity available for SMUD to order from on a monthly basis.

(b) Quarterly Capacity Planning Meetings

(i) **Purpose.** The purpose of the Quarterly Capacity Planning Meeting (hereafter referred to as "Meeting") is to facilitate collaboration between SMUD and Seller regarding capacity planning, sales forecasting, , and resource allocation for current and future product demands.

(ii) **Attendees.** The Meeting shall include representatives from both SMUD and Seller, specifically:

(A) **SMUD Attendees:** Warehouse Operations Team, Procurement Team

(B) **Seller Attendees:** Manufacturing Leadership, Inside Sales Representative, Sales Leadership

(iii) **Schedule.** The Meeting shall occur quarterly, with the specific dates to be agreed upon by both parties no less than thirty (30) days prior to the scheduled meeting.

(iv) **Agenda Items** – The following agenda shall be reviewed during each Meeting:

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- (A) Establish a 1-5 year demand forecast, to be updated quarterly
 - (B) Define monthly capacity plan, adjust as needed quarterly
 - (C) Discuss current demand, including both planned and unplanned requirements.
 - (D)
- (v) **Documentation Minutes of the Meeting** – Meeting minutes shall be recorded and distributed to attendees within five (5) business days following the Meeting by SMUD. Each party is responsible for any action items arising from the Meeting and must provide updates in subsequent Meetings.
- (vi) **Amendments** – Any amendments to the Meeting structure, frequency, or agenda must be mutually agreed upon by both parties in writing.

**EXHIBIT B
ADDITIONAL REQUIREMENTS**

A. SHIPPING AND RECEIVING GUIDELINES

1. Receiving Appointment

- (a) All deliveries require receiving appointments. Appointments to be made five (5) business days in advance of delivery. No appointments will be scheduled without required information.
- (b) SMUD recognized holidays: New Year's Day, Martin Luther King Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
- (c) SMUD requires the following information for each appointment:
 - (i) Carrier's Name
 - (ii) Pallet Count and/or Piece Count
 - (iii) SMUD Purchase Order Number
 - (iv) Requesters name and telephone number
 - (v) Shipper's Name

2. Delivery Location and Shipping Methods

- (a) **Delivery Location:**

SMUD Main Warehouse (ECOC)
9774 Kiefer Blvd., Sacramento, CA, 95827
- (b) **Shipping Method:** Flatbed or Closed Van. NOTE: Transformers or reels must be shipped in an open rack-type flatbed truck
- (c) **Contact Information:** SMUD Receiving Dept
916.732.5643
WHReceiving@SMUD.org
- (d) **Shipping and Receiving Appointments** shall be scheduled between 7:30 AM - 3:00 PM, local time Monday through Friday, excluding SMUD recognized holidays

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3. Receiving

All loads are subject to delivery rejection due to non-compliance with the Shipping and Receiving Guidelines.

4. Immediate Rejection Criteria

- (a) No scheduled receiving appointment
- (b) Materials showing signs of potential internal damage
- (c) Materials showing visible signs of damage
- (d) Unsecured loads with signs of damage
- (e) Unsecured loads where unloading is a safety hazard to SMUD personnel
- (f) SMUD shall not except “Freight Collect” shipments.

5. Inbound Shipment Documentation Requirements

(a) Packing Slip

- (i) A separate packing slip is required for each purchase order (PO). If the shipment requires more than one trailer (e.g. multiple trailers for one PO), a separate packing slip outlining the contents of each trailer is mandatory.
- (ii) Required information for each packing slip:
 - (A) 10-Digit PO Number (i.e. 4500022393) - Requires Bar Code, if applicable
 - (B) SMUD Material Code - for SMUD inventory items only (i.e. 10001225) Requires Bar Code
 - (C) PO Item Number (i.e. 00010 – Five-digit max. –Leading 0’s are not required) -
 - (D) Requires Bar Code, if applicable
 - (E) Total PO Item Quantity Shipped (i.e. 1000- with NO COMMAS) - Requires Bar Code, if applicable
 - (F) Item Description - No Bar Code
 - (G) Manufacturer Part number - No Bar Code
 - (H) Backorder status - No Bar Code

(b) Bill Of Lading (“BOL”) See Figure B-1. Example Bill of Lading

- (i) All SMUD POs must be referenced on the BOL
- (ii) BOL must indicate:

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- (A) the actual carton/piece count
- (B) the number of pallets
- (C) total shipment weight
- (D) Note “DO NOT BREAK DOWN OR TOP LOAD” on pallets and BOL Drivers must date, sign and print their name legibly on the BOL.

- (iii) All Sellers using 3rd party logistics companies to distribute their product must ensure that the Seller’s name appears in the shipper info, NOT just the name of the company physically tendering the freight to the carrier. Seller name must be listed first, followed by that of the 3rd party logistic company.

Figure 1. BILL OF LADING EXAMPLE:

ABCD Corporation 123 Any Ave, Yuma AZ 65009				
Carrier: XYZ Transportation , Inc	Service Requested: Air Surface Priority Track Standard Ground	Charges To: Shipper Consignee Third Party	Bill to: 123456 Date: 02-16-01	
Shipper: Street: City/State	ABCD Corporation 962 Blossom Ave. Yuma, AZ 12345	Consignee: Attn: Street: City/State:	SMUD WH Receiving 9774 Kiefer Blvd Sacramento CA 95827	
Bill To:	SMUD 6301 S Street Sacramento CA 958217		Trailer Seal Number:	
Pieces	Pallets	Description	RSF WPO	Weight
72	9	SAP Forms	40-01234	1700
109	5	Rock Salt	40-58789	2600
181	14			4300
Shippers Signature:			Date:	Time:
Print Name:			Received By:	

6. Shipment Preparation

(a) Banding and Stretch Strapping Specifications

- (i) Seal all boxes with polypropylene packing tape. Flaps may be spot glued.
- (ii) When banding is required use four (4) straps, steel or nylon bands, and two (2) in each direction tightly securing the load where applicable.

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Corner edge posts are required the complete height of the corner, so the cartons will not be cut by the bands and the center layer will not move or shift. If using stretch wrap, wrap the entire skid load so the center layers will not move or shift and the load on the skid is stabilized. It is suggested to use three (3) wraps on the bottom of the skid and four (4) wraps on the top of the skid. Ensure stretch wrap tension is adequately adjusted to stabilize load, but not damage cartons.

(b) Carton Guidelines and Product Protection

- (i)** The physical appearance and structural integrity of the shippable carton is as important. Product will be refused if product is not sufficiently packaged for transit.
- (ii)** SMUD maintains that proper packaging is required to protect product as it moves through the supply chain. Cartons must be constructed and packed, so they will not collapse.

(c) Bar Code Specification (SMUD Inventory Only)

- (i)** SMUD has implemented bar-coding as a routine part of the warehousing process. The Seller shall provide bar codes and labels for any material for SMUD INVENTORY USE. These bar codes and labels must meet SMUD's requirements as specified below. SMUD suppliers shall use the following documentation and label specifications to comply with SMUD bar code requirements. All information sent bar coded to SMUD may be in either Code 3 of 9 (Code 39 FULL ASCII 3:1 Ratio), or Code 128 now the UIG (Utility Industry Group) standard. All bar codes and labels must have human-readable interpretation.
- (ii)** Bar Code shall be 0.30 to 0.40 inches tall. MEDIUM-Density* Bar Code is REQUIRED for all shipping labels and packing lists; High-Density* Bar Code may be used on packing lists if space constraints require. For material routinely stored outside, the barcode label must be waterproof and be UV protected.

(d) Package Labels

- (i)** Label must contain this information in this order from top to bottom of the label:
 - (A)** SMUD Material Code (i.e. 10001225) Require Bar Code

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- (B)** Package (carton) Quantity (i.e. 1000 – with NO COMMAS)
Require Bar Code
- (C)** PO Number (i.e. 4500022393 –10 Digits) Require Bar Code
- (D)** PO Item number (i.e. 00010 – Five Digits max. Leading 0's are not required)
- (E)** Require Bar Code
- (F)** Manufacturer Serial Number (if applicable) Require Bar Code
- (G)** Material Description (from PO) (No Bar Code)
- (H)** Box number / Total Boxes (i.e. 1 of 10) (No Bar Code)

- (ii)** These labels are required on all packages (cartons, boxes, cases, pallets, etc.) The label shall be placed in an easily accessible location on the outside of packages (on the long side of the package approximately 1” from the top and 1” from the corner). Minimum label size is to be 4” x 6”. The Bar Code height shall be no smaller than 0.50 inch (0.80 to 1.0 preferred.) The bar code density MUST BE MEDIUM*ONLY. For material routinely stored outside, the barcode label must be waterproof and be UV protected.

(e) Loose Boxes (Courier Shipments)

- (i)** Shipping Labels should be located on top of the box, away from any packing tape. Each carton must be individually labeled. Labels must include the following information: Material Number (From PO), Material Description (from PO), U/M, Quantity in Carton, PO Number, and serial number information, if applicable, must be easily located. All labels shall be visible on the perimeter of the carton.

(f) Cartons on Pallets

- (i)** Each carton must be individually labeled. Labels must include the following information: Material Number (From PO), Material Description (from PO), U/M, Quantity in Carton, PO Number, and serial number information, if applicable, must be easily located. All labels will be visible on the perimeter of the pallet.
- (ii)** Shipping labels should be located on top of the pallet, away from any packing tape.

B. PRODUCT PACKAGING

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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.

C. SAFETY DATA SHEETS

- 1. SDS Required:** A Safety Data Sheet (SDS) is required to be provided with the shipment and as indicated below.
- 2.** The Seller and all subcontractors retained by Seller to provide materials or perform any services hereunder shall, prior to the commencement of any work hereunder, procure and provide the Contract Manager with:
 - (a)** SDS for all hazardous substances as defined by California Code of Regulations, Title 8, Section 5194 which may or will be brought to the work site;
 - (b)** The location where the hazardous materials will be stored and/or used in conjunction with the performance of any work hereunder; and
 - (c)** A description of the labeling system used on Seller's or any subcontractor's containers used for the handling, storage and/or transport of such hazardous materials.
 - (d)** Identify the transporter of any hazardous waste and hazardous waste disposal facility used in conjunction with the performance of any work hereunder. Said transporter and disposal facility shall be subject to prior approval by the Contract Manager.

D. PARTIAL SHIPMENTS

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

E. COORDINATION

The materials to be supplied under the Contract will be coordinated through SMUD's Warehouse Material Procurement Coordinators for inventory materials and with various Contract Managers for non-inventory materials. SMUD assumes no responsibility and makes no guarantee concerning information not included in the plans and specifications or information provided by others, including SMUD personnel, about the general and local conditions that may impact the work and/or costs.

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F. CONTROL OF THE WORK

Although various SMUD employees will interface with the Seller during the contract, the Contract Manager will be the principal SMUD contact authorized to give specific directions to the Seller and to approve the Seller's invoices.

G. DRAWINGS

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

H. SUPPLIER RELATIONSHIP MANAGEMENT PROGRAM

As part of this contract, the Seller will participate in a Supplier Relationship Management (SRM) program detailed in Exhibit K.

I. QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

1. The general requirements of the Quality Assurance/Quality Control Program describe inspections, tests, record systems, and documentation required in order to ensure all delivered items or services in the Contract meet the requirements.

2. Quality Assurance/Quality Control Program

(a) The Seller shall have in effect at all time a QA/QC program that clearly establishes the authority and responsibility for the work and for the QA/QC program. Persons performing QA/QC functions shall have sufficient authority to enforce quality requirements; to identify, initiate, recommend, and provide solutions to quality problems; and to verify the effectiveness of the solutions. The Seller shall be responsible for documented descriptions of activities in accordance with the descriptions. The Seller shall submit to SMUD for approval all proposed QA/QC procedures included in the program with its response to this solicitation. SMUD reserves the right to reject these procedures as inadequate and request augmentation to the QA/QC program prior to contract award.

(b) Seller's Responsibility for Suppliers and Subcontractors

(i) If applicable, The Seller shall have a documented method for approving its suppliers and subcontractors, and only those approved shall be used. Approval shall not be unreasonably withheld.

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- (ii) The Seller shall identify in its purchase/contract documents to its suppliers and subcontractors all applicable QA/QC requirements imposed by this specification on the Seller and shall ensure and be responsible for their compliance.

(c) SMUD/Seller/Supplier Quality Interface

- (i) The Seller shall keep in accordance with applicable law and generally accepted accounting practices complete and accurate time records, invoices, expense receipts and supporting data, and other documents that are reasonably related to this Contract specifically identified and designated for preservation in writing by the parties (“Records”). The Seller and its subcontractors, if applicable, may, at a mutually agreed time and place and during normal business hours, be subject to audits, by SMUD personnel, or their designated representatives, to ensure compliance with the requirements of this specification. The Seller shall, at mutually agreed time and during normal business hours, grant SMUD personnel, or their designated representatives, reasonable access to QA/QC documentation, excluding Seller’s proprietary, cost, and financial information and any reasonably related construction, manufacturing, fabricating, assembly, or testing facility where SMUD work is being performed. The exercise of, or failure to exercise, the right to audit and any subsequent approval by SMUD shall not relieve the Seller of its obligation to comply with the terms, conditions and requirements of this specification.
- (ii) The Seller shall fully cooperate during the performance of such audits. Such audits shall be at SMUD’s sole cost and expense.

(d) Design Control

- (i) When applicable, the Seller shall be responsible for the translation of design requirements into design documents (specs, drawings, etc.). Design changes shall be subject to the same controls as the original design.
- (ii) The Seller shall provide for review of materials and processes for suitability and for independent verification of design accuracy.

(e) Material Identification and Control

- (i) The Seller shall provide for the establishment of measures for the identification, control and traceability of materials, parts and components.

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- (ii) Materials, parts and components shall be identified to indicate their current fabrication, inspection and test status.

(f) Special Processes

When applicable, the Seller shall ensure that special processes (welding, heat treating, NDT, etc.) are controlled. Qualifications of personnel, procedures and equipment used in special processes shall be documented.

(g) Notification and Hold Points

- (i) SMUD or its designated representative shall have the right to establish notification and hold points for which the Seller shall give prior notification. In addition, SMUD or its representative may establish temporary notification and hold points to ensure resolution of temporary quality problems. Hold points are those operations, inspections and tests which require witnessing by SMUD or its representative and beyond which operations shall not proceed without written consent of SMUD or its representative. The Seller's failure to stop at a hold point will be cause for rejection of those items for which notification was not provided.
- (ii) Hold points require receipt of notification at least five (5) working days in advance of the scheduled time of performance, unless otherwise stated sections of this specification. SMUD or its representative may require that activities performed without proper notification be repeated for SMUD's or its representative's observation at the Seller's expense.

(h) Control of Measuring and Test Equipment

The Seller shall be responsible for calibration traceable to recognized standards (NBS or equivalent) on all measuring and test equipment (both production and inspection) that is used on SMUD equipment.

(i) Inspections

- (i) Inspections to be performed by SMUD, Seller, or by others are defined in the Technical Conditions of the specification set forth in Exhibit D. Additional inspections may be performed in SMUD's reasonable discretion and at SMUD's sole cost where reasonably warranted by the appearance, test results, quality, or performance of the Product. SMUD and Seller shall agree on the scope and cost of additional inspection in

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advance.

- (ii) All inspections (in-process or final) to be performed by the Seller shall be conducted by personnel independent of the work being performed and shall follow documented inspection plans which include specific acceptance criteria. Inspection results shall be evaluated and verified.

(j) Tests and Test Control

- (i) Tests to be performed by SMUD, Seller, or by others are defined in the technical sections of this specification.
- (ii) All test performed by the Seller must have documented test requirements and conditions and acceptance criteria in the test procedure. The Seller is responsible for the documentation and evaluation of their test results.

(k) Deviations and Nonconformances

Deviations are departures from any requirements of this specification. Nonconformances are conditions which cannot be corrected within the specification by rework or replacement. All nonconforming material must be identified, documented and segregated to prevent further processing or use prior to correction. All deviations and nonconformances shall be communicated in writing to SMUD for resolution.

(l) Stop Work Action

SMUD shall notify the Seller both orally and in writing, of any situation where, in the judgment of SMUD or its representative, the Seller or its suppliers or subcontractors are performing work contrary to the terms, conditions and requirements of this specification or where continued operations could cause damage, preclude further inspection, cause injury or loss of life, or render remedial actions ineffective for any product or service provided by the Seller or its suppliers or subcontractors.

(m) Handling, Shipping and Storage

The Seller shall be responsible for the control of handling, storage and shipping to prevent damage or deterioration to SMUD's equipment.

(n) Documentation

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(i) Records

- (A)** The Seller shall establish and maintain a records system that provides for the identification of materials and provides for records of tests, inspections and certifications.
- (B)** This specification requires that specific documentation be formally submitted to SMUD for information, approval, or approval with subsequent certification. When required by the specification, those documents generated by the Seller's, suppliers, or subcontractors shall also be submitted. Prior to submittal to SMUD, the Seller shall review such documents for conformance to the specification requirements and shall note its approval on the face of the documents.
- (C)** Revision to documents after SMUD's approval of same shall require that the revised documents be resubmitted for approval.

(o) Final Inspection and Check of Records

The Seller shall be responsible for inspecting item(s) and checking the applicable records, prior to shipment to SMUD or on receipt of shipment from its suppliers, to verify that all specification requirements have been complied with. Complete sets of documents, as required by this specification, shall be submitted to SMUD, acceptance of which shall not relieve the Seller of the responsibility for compliance with the specification requirements.

J. LATE DELIVERY FEE

For a Late Delivery (as defined in Exhibit A of this Contract), Seller is subject to a late delivery fee of five percent (2%) of the Base Price of the delayed Product set forth in the applicable Purchase Order, per week beyond the Delivery Date, calculated on a prorated basis for partial weeks, up to a maximum of 10% of the Base Price of the delayed Product. The Late Delivery Fee does not apply to a Late Delivery due to a Force Majeure Event, which has been documented to SMUD's reasonable satisfaction. SMUD may, in its sole discretion, withhold, setoff or deduct such Late Delivery Fee from SMUD's payment for the applicable Product.

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EXHIBIT C

GENERAL CONDITIONS

A. DEFINITIONS

1. “Contract” means this document consisting of Exhibits A through M, and all incorporated documents. This includes, but is not limited to, the General Conditions together with the Technical Specifications, Drawings, and Framework Order, Purchase Order, or Value Contract
2. “Contractor” means a person or entity that sells goods or services under this Contract and may be a manufacturer, distributor, or reseller
3. “Contract Manager” means the person identified as such in the Contract
4. “Product” refers to the goods that the Seller provides to SMUD under this Contract, which are distribution transformers.
5. “Seller” means a person or entity that sells goods or services under this Contract and may be a manufacturer, distributor, or reseller
6. “SMUD” means Sacramento Municipal Utility District.

B. CHANGES

1. 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, a mutually agreed equitable adjustment shall be made and be provided for in the change order. Seller shall be obligated to perform in accordance with such change orders, but Seller may file a claim with SMUD if Seller is dissatisfied with such equitable adjustment. Any such claim must be filed in writing within (thirty) 30 days of date of the change order or other document establishing the equitable adjustment.
2. SMUD will notify Seller in writing or applicable business to business technology platform, 12 weeks in advance of delivery date agreed upon in individual Purchase Order of any Changes to Purchase Order or Cancellation of Purchase Order. If SMUD provides such notice of Cancellation twelve (12 weeks) before delivery date, there shall be no payment due to Seller.

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C. TERMINATION

- 1. 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 Seller with respect to any goods which are Seller's standard stock, nor shall any such adjustment be made for Seller's anticipated profits for that portion of the materials and/or services terminated. For engineered to order Products or Products that have no other alternative use, any order may be terminated by SMUD only by written notice and upon payment of reasonable termination charges, including costs including all incurred direct manufacturing costs and unique materials sourced for SMUD-specific equipment if termination is made within 16 weeks of the Delivery Date for 1ph transformers or 20 weeks of the Delivery Date for 3ph transformers. Such termination shall not relieve SMUD or the Seller of any of their obligations as to any materials already delivered and/or services already performed. Any action by the Seller for adjustment hereunder must be received in writing by SMUD within thirty (30) days of the change order or other document establishing the equitable adjustment.
- 2. Termination for Default or Breach**

 - (a)** 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, Seller's material default or breach of any provision of this contract and the Seller fails to cure the default/breach within 30 days of written notice by SMUD describing the default/breach.
 - (b)** Should Seller fail to cure the default/breach within thirty (30) days of the written notice, SMUD may provide written notice to Seller indicating the reason for termination and the effective termination date.
- 3.** Upon notice of termination on the effective date, Seller shall immediately cease work under this contract and shall take all steps reasonably necessary to mitigate any costs or expenses for which SMUD or Seller 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 Seller with respect to any goods which are Seller's standard stock, nor shall any such adjustment be made for Seller's anticipated profits for that portion of the materials and/or services terminated. Such termination shall not relieve SMUD or the Seller of any of their obligations as to any materials already delivered and/or services already performed. Any action by the Seller for adjustment hereunder must be received in writing by SMUD within thirty (30) days of date of the change order or other document establishing the equitable adjustment.

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D. 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 Seller in the event of breach, or the acceptance of or payment for any goods hereunder, or approval of design, shall not release Seller 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.

E. ASSIGNMENT

Seller shall not assign any rights or delegate any obligations under this Contract without SMUD's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated above, this Contract will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

F. INSPECTION AND ACCEPTANCE

- 1. Inspection.** SMUD shall have the right to inspect the goods and to witness any regularly scheduled testing of the goods during their manufacture and prior to shipment. SMUD shall also have the right to inspect the goods and to perform necessary inspection and testing of the goods upon delivery, including all inspections set forth in Exhibit B, section I (the "Final Inspection") and as described in the Technical Conditions set forth in Exhibit D. SMUD agrees to perform its Final Inspection within ten (10) business days after arrival at the final destination designated by SMUD. Where multiple Products or goods are delivered on the same day to SMUD, the Parties agree to a reasonable extension of time to complete the 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.

- 2. Acceptance.**

- (a)** SMUD will only accept Products and goods from Seller where Seller has complied in all material respects with the terms of this Contract, including, without limitation the Technical Conditions set forth in Exhibit D ("Acceptance").

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- (b) Where SMUD determines that the Products and goods from Seller do not satisfy the requirements set forth in Section F(2)(a) above, SMUD will notify Seller of the non-acceptance ("Non-Acceptance"), including a Notice of Non-Acceptance that includes a reasonably detailed description of SMUD's reasons for Non-Acceptance.
- (c) SMUD will not issue Acceptance for the Product and goods until Seller has made all reasonably requested repairs to the Product and goods

G. 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 Seller's plants, and those of the Seller's sub- suppliers, for expediting purposes.

H. REPORTING

Regular, periodic detailed forecasts and progress reports may, at the option of SMUD, be required from Seller for materials covered by a contract resulting from Bidder's bid.

I. PASSING OF TITLE: FOB DESTINATION

1. 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 SMUD.
2. 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 SMUD. The entire responsibility for all loss or damage to said materials and supplies shall rest with the Seller until delivery to SMUD at destination.
3. 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 to SMUD at destination. The entire responsibility for all loss or damage to said materials and supplies shall rest with the Seller until delivery and acceptance by SMUD at destination. It is understood and agreed the Seller shall:

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- (a) Provide and pay for all transportation from original point of shipment to destination as designated by SMUD.
- (b) Pay export taxes, or other fees or charges, if any, levied because of exportation.
- (c) 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.
- (d) 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.
- (e) 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.

J. SELLER'S GUARANTEE

- 1. Seller warrants to each original buyer of Products that Products are, at the time of delivery to the original buyer, in good working order and conform to the specifications set forth in the Contract. Seller agrees to transfer any and all applicable warranties for products, component parts, or accessories manufactured by others but not supplied by Seller to SMUD.
- 2. **Warranty for Accepted Products and Goods.** Seller's warranty is as follows:
 - (a) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller.
 - (b) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Seller, to establish a claim under this warranty. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of

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the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products.

- (c) The warranty period for Products is the shorter of twelve (12) months from the date of installation/energization or eighteen (18) months from the date of delivery unless otherwise agreed by Seller in writing.

3. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE FOREGOING WARRANTIES REMEDIES ARE EXCLUSIVE AND SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY OR OTHERWISE.

K. TIME IS OF THE ESSENCE; FORCE MAJEURE EVENT

1. **Time is of the Essence.** Time is of the essence as to the delivery of the Product under this Contract and, without limiting the foregoing, with regards to all dates and time periods set forth in this Contract.
2. **Force Majeure Event.** Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes not reasonably foreseeable which are beyond Seller's reasonable control, such as acts of God, acts of civil or military authorities, fires, strikes, floods, epidemics, war or riot.
3. The failure of any subcontractor or supplier to complete work or make deliveries to Seller on time shall not relieve Seller from liability for delay unless such failures are due to one of the causes set forth herein.

L. COMPLIANCE

Seller 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. Seller 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.

M. APPLICABLE LAW

This Contract shall be governed, construed and interpreted under the laws of the State of

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California and federal statutes and regulations as applicable to Seller.

N. UNITED STATES PATENT AND COPYRIGHT INDEMNITY

The Seller 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 brought against SMUD 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 Seller in its performance of this Contract (for purposes of this section, the “Work”). In addition to the foregoing if at any time Seller determines there is a substantial question of infringement or in case any such Work is judicially held to constitute infringement and the use of such Work is enjoined, Seller may, at its option and expense, either procure for SMUD the right to continue using the Work, or replace the Work with non-infringing apparatus; or modify the Work so it becomes non-infringing; or, as a last resort, remove the Work and refund the purchase price. -

The foregoing does not apply to material, unauthorized modifications made solely by SMUD to Products furnished by Seller or to the material, unauthorized use of Seller’s Products with other products where Seller’s Product does not in itself infringe a United States patent.

O. INVOICES

- 1. Invoice Processing.** Seller may submit invoices to SMUD immediately upon shipment of materials. All undisputed payments shall be made within net 30 days of receipt of the Products and invoice. However, in no event will payment be made until proper receipt of the material and freight documentation by SMUD
- 2. Invoicing.** Invoices shall be submitted to SMUD electronically and must comply with the following requirements:
 - (a)** Each invoice must be in PDF file format and e-mailed to:
smudinvoice@smud.org.
 - (b)** Each invoice and supporting documents (e.g. Bill of Lading) must be included in a single PDF file.
 - (c)** SMUD’s contract or purchase order number must be clearly displayed on the electronic invoice.

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- (d) Show any Sales Tax or Use Tax as separate items, giving permit number authorizing collection of taxes.
- (e) Invoice shall only include quantity shipped, rather than total quantity of Purchase Order; Invoice payment may be delayed if it does not reflect actual quantity received to SMUD.
- (f) 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.
- (g) Although not typical of a standard material purchase, if subject to 1099 reporting, include your Taxpayer Identification on the invoice for any service related charges.

P. INDEMNITY

Seller will indemnify and save harmless SMUD from any and all loss, damage, expense, and liability resulting from injuries to or death of persons, including but not limited to employees, and damage to or destruction of property, arising out of or in any way connected with the performance of this agreement or any operations or activities provided hereunder by Seller, its agents or employees, excepting only such injury, death, damage or destruction as may be caused by the negligence or willful misconduct of SMUD, its agents or employees. Seller shall, upon SMUD's request, defend at its sole cost any suit asserting a claim covered by the indemnity.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Q. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS OR DAMAGES RESULTING FROM SMUD'S BREACH OF ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL EXCEED TEN MILLION DOLLARS (\$10,000,000.00). TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR CLAIMS OR DAMAGES RESULTING FROM SMUD'S BREACH OF ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THESE LIMITATIONS AND EXCLUSIONS

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WILL APPLY WHETHER EITHER PARTY'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

R. INSURANCE:

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide and maintain insurance coverage in accordance with requirements established in the Insurance Requirements Form which is included as an Appendix to this Contract and by this reference is made a part hereof.

S. NOTICE TO PROCEED

The date of Seller acceptance shall be established as the award date and shall be used to calculate delivery date and the date for submittal of information required after award. Seller shall proceed pursuant to the Contract.

T. PURCHASE ORDER ISSUANCE AGAINST CONTRACT:

1. SMUD will issue separate Purchase Order releases in accordance with the Contract for the exact quantities for which SMUD finds necessary during the Contract.
2. SMUD does not guarantee the purchase of any particular item or quantity except for that quantity identified as the "reserve" ("Minimum") quantity.

U. OWNERSHIP OF PROGRAMS, DESIGNS, DRAWINGS, ETC.

1. Subject to any rights, title or interests expressly granted by the Contract, each Party shall retain sole ownership of all Intellectual Property that (a) was the property of one Party prior to the Effective Date, or (b) is independently developed or acquired outside the scope of this Contract. Neither party shall acquire any right, title, or interest in or to any Intellectual Property of the other party unless otherwise expressly provided herein. "Intellectual Property" means all inventions, patents, patent applications, know-how, trade secrets, design rights, copyrights, trademarks, and other proprietary rights relating to intangible property.
2. All Intellectual Property developed in performance of this Agreement by Seller shall remain the sole property of Seller, unless otherwise agreed to in writing by the parties.
3. SMUD shall own the products purchased.

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4. For materials provided by Seller to SMUD in connection with the products, such as manuals, schematics, drawings, reports, and data (“Related Materials”), Seller grants SMUD a limited, non-exclusive, non-transferrable, and royalty-free license to use and make copies of such Related Materials solely as necessary for the use, operation, maintenance and repair of such products, but SMUD does not have the right to create derivative works, publish or otherwise publicly disseminate such Related Materials, in whole or in part. SMUD may sublicense the Related Materials to its customers who subsequently buy the products from SMUD, or to the ultimate end users of the products, under the same terms as described herein. For avoidance of doubt, Seller does not grant SMUD a license to any of Seller’s brands, logos, designs, trade dress, service marks, trademarks, domain names or trade names, in whole or in part..

V. 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.*)

W. EQUAL EMPLOYMENT OPPORTUNITY

Seller shall not discriminate against any employee or applicant for employment contrary to the provisions of applicable State and/or Federal anti-discrimination laws. Seller 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.

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EXHIBIT D

TECHNICAL CONDITIONS

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EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

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EXHIBIT G – INSURANCE REQUIREMENTS

Before commencing work under this Contract, Contractor's broker or agent shall provide certificates of insurance verifying that at least the minimum insurance coverages required below are in effect and shall also provide copies of primary additional insured, waiver of subrogation endorsements and if applicable, the deletion of railroad exclusionary language endorsements. Contractor shall maintain insurance coverage during the term of this Contract in accordance with requirements established herein.

TYPE OF COVERAGE		COVERAGE TO INCLUDE	REQUIRED ENDORSEMENTS/POLICY EXCERPTS	LIMITS NO LESS THAN	
☒	Commercial General Liability (CGL)			Occurrence	Aggregate
	ISO form CG 0001 04 13, or other acceptable to SMUD. - Additional insured endorsement, to the extent of Contractor's indemnity obligation, or policy excerpt for on-going and products/completed ops - Coverage limits endorsed / dedicated on a per contract or per project basis - No exclusion for construction work within 50 feet of railroad	Bodily Injury, Personal Injury, Property Damage (BI, PI, PD), Sexual Harassment, Discrimination, Contractual Liability	- Additional Insured for ongoing and, if appropriate, completed ops - Primary Non-contributory - Waiver of Subrogation, to the extent of Contractor's indemnity obligation.	\$ 5 M	\$ 5 M
☒	Business Automobile Liability (BAL)			Individual	Accident
	Covering claims arising from ownership, operation, loading, unloading owned, hired, leased, non-owned, and /or borrowed private passenger and commercial vehicles. Additional insured endorsement to the extent of Contractor's indemnity obligation, or policy excerpt	BI, PD	- Additional Insured - Primary Non-contributory - Waiver of Subrogation, to the extent of Contractor's indemnity obligation.	\$ 2 M	\$ 2 M
<i>A combination of primary and excess insurance policies may be used to meet required limits so long as they provide coverage as broad ("follow form") over the underlying primary policies. Excess and umbrella policy schedules of underlying policies and retentions shall be provided.</i>					
☒	California Workers Compensation (WC)			CA Statutory Limits (CA applicable if out of state)	
	Applicable for California Including US Longshore & Harbor Workers coverage where applicable		Waiver of Subrogation	Per Employee	Aggregate
	☒ Employer's Liability (EL) Covering Bodily Injury by Accident or Disease			\$ 1 M	\$ 1 M

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☒	Professional Errors & Omissions (E&O) Liability (and Cyber If Selected)			Each Claim	Aggregate
☒	E&O for claims arising out of Contractor's Work Scope No subcontractor exclusion or subcontractor(s) must carry equal insurance	Financial Loss, BI, PD	• N/A	\$ 1 M	\$ 1 M
☐	<u>Technology E & O</u> for claims arising from Contractor's Work Scope including, but not limited to, errors, omissions, or negligent acts rendering or failing to render computer or IT services, development, products	Financial Loss, Personal Identifiable Information (PII)		N/A	N/A
☐	<u>Cyber Privacy & Network Security Liability:</u> Including, but not limited to protection against liability, with no exclusion/restriction for unencrypted portable devices/media for: (1) Privacy breaches, including liability arising from loss or disclosure of confidential information no matter how it occurs; (2) System breaches; (3) Denial or loss of service; (4) Introduction, implantation, or spread of malicious software code; and (5) Unauthorized access to or use of computer systems			N/A	N/A

EVIDENCE OF COVERAGE

Primary Coverage: Insurance required above, with the exception of WC, EL, and E&O, shall be primary as respects SMUD, its directors, officers, representatives, agents, employees, lessors and/or any other persons or entities for which SMUD has agreed in writing that its contractors shall include as an additional insured (hereinafter collectively referred to as "The Parties"), to the extent of Contractor's indemnity obligations, and any other insurance effected or procured by any or all of The Parties shall be excess of and shall not contribute with the required insurance.

Coverage Requirements, Insurance Certificates, and Endorsements:

- These policies, with the exception of WC, EL and E&O coverages, shall name The Parties as additional insureds, to the extent of Contractor's indemnity obligations, as respects work performed pursuant to or incidental to this Contract (including coverage for ongoing and products/completed operations hazards) except for active negligence of The Parties in public works construction contracts (Cal Ins Code §11580.04).
- Additional insured endorsements providing products/completed operations coverage shall continue to provide coverage through the expiration of time within which a claim may be filed under all applicable laws.
- ISO forms CG 2010 or CG 20 33(ongoing operations) and CG 2037 (products/completed operations), or other forms acceptable to SMUD, shall be used.
- CGL severability of interests (cross liability), and CGL, BAL, CPL and WC waiver of subrogation clauses shall be included.
- Pursuant to the terms of this Contract, insurance effected or procured by Contractor shall not reduce or limit Contractor's obligation to indemnify and defend The Parties for claims made or suits brought which result from, or in connection with, Contractor's indemnity obligations.
- The coverages required herein, when written on an occurrence form, shall be maintained during the entire term of the Contract.
- Coverages written on a claims-made form shall be maintained during the entire term of the Contract and further until at least three years following completion and acceptance of all work under this Contract.
- Certificates must disclose any self-insured retention of \$250,000 or more.
- Certificates must specify whether the liability coverages are written on an occurrence form or a claims made form.

Insurer Security: Insurers shall be rated A- / IX or better by A.M. Best or shall be otherwise acceptable to SMUD. Insurers need not be admitted by the State of California.

Notice of Policy Change/Cancellation:

- Contractor is required to provide and maintain insurance coverage during the terms of this Contract in accordance with requirements established herein. In the event a change or cancellation will result in Contractor becoming non-compliant with the insurance coverage required herein, Contractor shall endeavor to provide thirty (30) days advance written notice to SMUD of any such change or cancellation. Contractor's failure to maintain the required coverage and/or to provide such advance written notice shall be construed to be a material breach of this Contract.

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- In the event of a loss or claim potentially arising out of Contractor's scope of services, Contractor shall promptly provide complete copies of its insurance policies upon written request by SMUD.

Certificates must disclose any self-insured retention of \$250,000 or more. Certificates must specify whether the liability coverages are written on an occurrence form or a claims-made form. There shall be no change(s) to or cancellation(s) of coverage(s) resulting in the Contractor becoming non-compliant with the insurance coverage required herein. In the event a change or cancellation will result in Contractor becoming non-compliant with the insurance coverage required herein, Contractor shall provide thirty (30) days advance written notice to SMUD of any such change or cancellation. Contractor's failure to provide such advance written notice shall be construed to be a material breach of this Contract.

Submission and Acceptance of Evidence of Coverage:

Acceptance of the evidence of coverage by SMUD shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this Contract, nor shall it be deemed a waiver of SMUD's rights to insurance coverage hereunder. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

SACRAMENTO MUNICIPAL UTILITY DISTRICT
P. O. BOX 15830, SACRAMENTO, CA 95852-1830
ATTENTION: Kimberly Bowman, MS EA404

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EXHIBIT H

PRICING SCHEDULE

A. PRICING SCHEDULE

1. The Base Price plus any applicable Freight Cost (collectively, the “Price”) for a Product or Products will be calculated on the date of the applicable Purchase Order issued by SMUD to purchase the Product or Products.
2. The Base Price set forth in Table H-1 (Padmount Transformers) and Table H-2 (Pole Mount Transformers) is firm, fixed and will remain in effect until July 1, 2026.
 - (a) Beginning on July 1, 2026 the Base Price for the Product or Product(s) may be adjusted in accordance with the terms set forth in this Exhibit H (“Base Price Adjustment”). The Base Price Adjustment may be an increase or decrease to the Base Price.
 - (b) Where an unforeseen event outside of Seller’s control that could not have or cannot be otherwise mitigated directly results in an increase (that can be documented to SMUD’s reasonable satisfaction) to the actual Costs across a substantial number of Products, Eaton may discuss the impact with SMUD and seek relief.
3. The Base Price and the Shipped Price set forth in Table H-1 (Padmount Transformers) and Table H-2 (Pole Mount Transformers) is exclusive of sales and/or use tax. SMUD is responsible for paying applicable sales and/or use tax.

Table H-1. PADMOUNT TRANSFORMERS

Material #	Short Description	Base price	Freight Cost	Total Cost (Base + Freight)
10000001	TRNSF PM 45KVA 3PH 4X12 208/120 D-Y	\$ 19,000.38	\$ 950.02	\$ 19,950.40
10000002	TRNSF PM 45KVA 3PH 12KV 208/120 D-Y	\$ 19,295.56	\$ 964.78	\$ 20,260.34
10000003	TRNSF PM 45KVA 3PH 21KV 208/120 Y-Y	\$ 19,585.92	\$ 979.30	\$ 20,565.21
Material #	Short Description	Base price	Freight Cost	Total Cost (Base + Freight)
10000005	TRNSF PM 75KVA 3PH 12KV 208/120 D-Y	\$ 20,240.81	\$ 1,012.04	\$ 21,252.85
10000006	TRNSF PM 75KVA 3PH 21KV 208/120 Y-Y	\$ 21,027.33	\$ 1,051.37	\$ 22,078.70
10000014	TRNSF PM 150KVA 3PH 4X12 208/120 D-Y	\$ 27,548.53	\$ 1,377.43	\$ 28,925.96

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10000015	TRNSF PM 150KVA 3PH 12KV 208/120 D-Y	\$	23,667.19	\$	1,183.36	\$	24,850.55
10000016	TRNSF PM 150KVA 3PH 21KV 208/120 Y-Y	\$	23,908.48	\$	1,195.42	\$	25,103.90
10000024	TRNSF PM 300KVA 3PH 4X12 208/120 D-Y	\$	31,878.03	\$	1,593.90	\$	33,471.93
10000025	TRNSF PM 300KVA 3PH 12KV 208/120 D-Y	\$	29,477.54	\$	1,473.88	\$	30,951.41
10000026	TRNSF PM 300KVA 3PH 21KV 208/120 Y-Y	\$	28,484.35	\$	1,424.22	\$	29,908.56
10000033	TRNSF PM 50KVA 1PH 4X12 240/120	\$	7,185.68	\$	359.28	\$	7,544.96
10000034	TRNSF PM 50KVA 1PH 6930V 240/120	\$	5,858.08	\$	292.90	\$	6,150.98
10000036	TRNSF PM 50KVA 1PH 12KV 240/120	\$	6,575.91	\$	328.80	\$	6,904.70
10000038	TRNSF PM 500KVA 3PH 4X12 208/120 D-Y	\$	37,038.52	\$	1,851.93	\$	38,890.45
10000039	TRNSF PM 500KVA 3PH 12KV 208/120 D-Y	\$	35,763.39	\$	1,788.17	\$	37,551.56
10000040	TRNSF PM 500KVA 3PH 21KV 208/120 Y-Y	\$	36,718.97	\$	1,835.95	\$	38,554.92
10000043	TRNSF PM 75KVA 1PH 6930V 240/120	\$	6,834.43	\$	341.72	\$	7,176.16
10000045	TRNSF PM 75KVA 1PH 12KV 240/120	\$	7,533.24	\$	376.66	\$	7,909.91
10000047	TRNSF PM 750KVA 3PH 12KV 208/120 D-Y	\$	47,978.96	\$	2,398.95	\$	50,377.90
10000806	TRNSF PM 100KVA 1PH 4X12 240/120	\$	8,640.61	\$	432.03	\$	9,072.64
10000807	TRNSF PM 100KVA 1PH 6930V 240/120	\$	6,910.73	\$	345.54	\$	7,256.27
10000809	TRNSF PM 100KVA 1PH 12KV 240/120	\$	7,434.72	\$	371.74	\$	7,806.46
10000813	TRNSF PM 167KVA 1PH 6930V 240/120	\$	9,661.38	\$	483.07	\$	10,144.45
10000815	TRNSF PM 167KVA 1PH 12KV 240/120	\$	10,259.58	\$	512.98	\$	10,772.56
10000917	TRNSF PM 50KVA 1PH 21KV 240/120	\$	6,179.99	\$	309.00	\$	6,488.99
10000920	TRNSF PM 15KVA 1PH 12KV 480/240	\$	4,976.56	\$	248.83	\$	5,225.39
10000932	TRNSF PM 100KVA 1PH 21KV 240/120	\$	7,148.36	\$	357.42	\$	7,505.78
10000944	TRNSF PM 75KVA 1PH 21KV 240/120	\$	7,182.54	\$	359.13	\$	7,541.67
10000975	TRNSF PM 150KVA 3PH 12KV 480/277 D-Y	\$	23,790.94	\$	1,189.55	\$	24,980.49
10000977	TRNSF PM 300KVA 3PH 12KV 480/277 D-Y	\$	28,391.74	\$	1,419.59	\$	29,811.33
10000978	TRNSF PM 500KVA 3PH 12KV 480/277 D-Y	\$	37,182.76	\$	1,859.14	\$	39,041.90
10000979	TRNSF PM 750KVA 3PH 12KV 480/277 D-Y	\$	43,017.70	\$	2,150.89	\$	45,168.59
10000980	TRNSF PM 1000KVA 3PH 12KV 480/277 D-Y	\$	49,948.90	\$	2,497.45	\$	52,446.35
10000981	TRNSF PM 75KVA 3PH 4X12 480/277 D-Y	\$	24,369.15	\$	1,218.46	\$	25,587.61
10001088	TRNSF PM 150KVA 3PH 4X12 480/277 D-Y	\$	26,068.75	\$	1,303.44	\$	27,372.18
10001090	TRNSF PM 300KVA 3PH 4X12 480/277 D-Y	\$	31,052.32	\$	1,552.62	\$	32,604.94
10001091	TRNSF PM 500KVA 3PH 4X12 480/277 D-Y	\$	38,684.30	\$	1,934.21	\$	40,618.51
10001092	TRNSF PM 750KVA 3PH 4X12 480/277 D-Y	\$	47,702.47	\$	2,385.12	\$	50,087.59
10003722	TRNSF PM 45KVA 3PH 12KV 480/277 D-Y	\$	25,388.11	\$	1,269.41	\$	26,657.51
							Total Cost
Material #	Short Description	Base price		Freight Cost		(Base + Freight)	
10003724	TRNSF PM 45KVA 3PH 21KV 480/277 Y-Y	\$	19,434.17	\$	971.71	\$	20,405.87
10003726	TRNSF PM 150KVA 3PH 21KV 480/277 Y-Y	\$	23,454.65	\$	1,172.73	\$	24,627.38
10003727	TRNSF PM 300KVA 3PH 21KV 480/277 Y-Y	\$	28,014.31	\$	1,400.72	\$	29,415.02

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10003728	TRNSF PM 500KVA 3PH 21KV 480/277 Y-Y	\$	35,898.71	\$	1,794.94	\$	37,693.64
10003729	TRNSF PM 750KVA 3PH 21KV 480/277 Y-Y	\$	44,386.40	\$	2,219.32	\$	46,605.72
10003730	TRNSF PM 1000KVA 3PH 21KV 480/277 Y-Y	\$	51,107.46	\$	2,555.37	\$	53,662.83
10005078	TRNSF PM 750KVA 3PH 21KV 208/120 Y-Y	\$	43,776.52	\$	2,188.83	\$	45,965.34
10005718	TRNSF PM 1500KVA 3PH 21KV 480/277 Y-Y	\$	65,271.50	\$	3,263.58	\$	68,535.08
10007204	TRNSF PM 1500KVA 3PH 12KV 480/277 D-Y	\$	68,756.95	\$	3,437.85	\$	72,194.80
10007921	TRNSF PM 167KVA 1PH 21KV 240/120	\$	9,897.63	\$	494.88	\$	10,392.51
10010845	TRNSF PM 1500KVA 3PH 12KV 4160V D-Y	\$	75,821.39	\$	3,791.07	\$	79,612.46
10011173	TRNSF PM 3750KVA 3PH 21KV 4160V Y-Y	\$	131,397.16	\$	6,569.86	\$	137,967.02
10011756	TRNSF PM 1500KVA 3PH 12KV 2400V D-D	\$	73,195.22	\$	3,659.76	\$	76,854.98
10016561	TRNSF PM 2000KVA 3PH 12KV 480/277 D-Y	\$	68,337.96	\$	3,416.90	\$	71,754.86
10016562	TRNSF PM 2500KVA 3PH 12KV 480/277 D-Y	\$	84,195.01	\$	4,209.75	\$	88,404.76
10021532	TRNSF PM 2500KVA 3PH 12KV 4160V D-Y	\$	86,737.39	\$	4,336.87	\$	91,074.26
10021851	TRNSF PM 1000KVA 3PH 21KV 208/120 Y-Y	\$	62,942.34	\$	3,147.12	\$	66,089.46
10022821	TRNSF PM 1500KVA 3PH 21KV 4160V D-Y	\$	90,303.22	\$	4,515.16	\$	94,818.39
10022822	TRNSF PM 1500KVA 3PH 21KV 480/277 D-Y	\$	76,100.19	\$	3,805.01	\$	79,905.20
10022823	TRNSF PM 500KVA 3PH 21KV 208/120 D-Y	\$	39,953.59	\$	1,997.68	\$	41,951.27
10022824	TRNSF PM 750KVA 3PH 21KV 480/277 D-Y	\$	45,491.17	\$	2,274.56	\$	47,765.73
10023009	TRNSF PM 75KVA 3PH 12KV 240/120 D-D	\$	20,563.94	\$	1,028.20	\$	21,592.14
10023902	TRNSF PM 75KVA 3PH 21KV 240/120 Y-D	\$	21,098.80	\$	1,054.94	\$	22,153.74
10024062	TRNSF PM 500KVA 3PH 12KV 2400V D-D	\$	38,024.60	\$	1,901.23	\$	39,925.83
10024459	TRNSF PM 1000KVA 3PH 21KV 480/277 D-Y	\$	50,089.99	\$	2,504.50	\$	52,594.49
10024673	TRNSF PM 25KVA 1PH 6930V 240/120 SUB		#N/A		#N/A		#N/A
10028628	TRNSF PM 3325KVA 3PH 21KV 480Y/277 DELTA	\$	145,459.61	\$	7,272.98	\$	152,732.60
10028676	TRNSF PM 1500KVA 3PH 21KV 208Y/120 D-Y	\$	117,288.10	\$	5,864.41	\$	123,152.51
10029286	TRNSF PM 150KVA 3PH 12KV 240/120V D-D	\$	26,103.65	\$	1,305.18	\$	27,408.83

Table H-2. POLE MOUNT TRANSFORMERS

Material #	Short Description	Base price	Freight Cost	Total Cost (Base + Freight)
10000012	TRNSF PB 15KVA 1PH 12KV 120/240	\$1,990.02	\$99.50	\$2,089.52
10000013	TRNSF PB 15KVA 1PH 12KV 240/480	\$1,920.76	\$96.04	\$ 2,016.80
10000019	TRNSF PB 25KVA 1PH 4X12 120/240	\$2,751.81	\$137.59	\$ 2,889.40
10000021	TRNSF PB 25KVA 1PH 12KV 120/240	\$2,357.74	\$117.89	\$ 2,475.63
10000023	TRNSF PB 25KVA 1PH 12KV 240/480	\$2,346.35	\$117.32	\$ 2,463.67
10000032	TRNSF PB 50KVA 1PH 4X12 120/240	\$3,584.02	\$179.20	\$ 3,763.22
10000035	TRNSF PB 50KVA 1PH 12KV 120/240	\$3,128.13	\$156.41	\$ 3,284.53

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10000037	TRNSF PB 50KVA 1PH 12KV 240/480	\$3,128.13	\$156.41	\$ 3,284.53
10000041	TRNSF PB 75KVA 1PH 4X12 120/240	\$5,556.80	\$277.84	\$ 5,834.64
10000044	TRNSF PB 75KVA 1PH 12KV 120/240	\$5,097.11	\$254.86	\$ 5,351.96
10000046	TRNSF PB 75KVA 1PH 12KV 240/480	\$4,818.41	\$240.92	\$ 5,059.33
10000805	TRNSF PB 100KVA 1PH 4X12 120/240	\$9,392.75	\$469.64	\$ 9,862.38
10000808	TRNSF PB 100KVA 1PH 12KV 120/240	\$8,771.55	\$438.58	\$ 9,210.13
10000810	TRNSF PB 100KVA 1PH 12KV 240/480	\$7,915.64	\$395.78	\$ 8,311.43
10000814	TRNSF PB 167KVA 1PH 12KV 120/240	\$11,799.69	\$589.98	\$ 12,389.67
10000898	TRNSF PB 25KVA 1PH 6930V 120/240	\$2,266.27	\$113.31	\$ 2,379.59
10000900	TRNSF PB 50KVA 1PH 6930V 120/240	\$3,006.79	\$150.34	\$ 3,157.13
10000901	TRNSF PB 75KVA 1PH 6930V 120/240	\$4,894.66	\$244.73	\$ 5,139.39
10000902	TRNSF PB 100KVA 1PH 6930V 120/240	\$8,462.79	\$423.14	\$ 8,885.93
10000916	TRNSF PB 25KVA 1PH 12KV SEC/PAR 208Y	\$2,331.53	\$116.58	\$ 2,448.10
10000923	TRNSF PB 75KVA 1PH 12KV SEC/PAR 208Y	\$4,974.69	\$248.73	\$ 5,223.42
10000925	TRNSF PB 15KVA 1PH 12KV SEC/PAR 208Y	\$1,900.01	\$95.00	\$ 1,995.01
10000928	TRNSF PB 50KVA 1PH 4X12 SEC/PAR 208Y	\$3,512.36	\$175.62	\$ 3,687.98
10000931	TRNSF PB 50KVA 1PH 12KV SEC/PAR 208Y	\$3,099.80	\$154.99	\$ 3,254.79
10008895	TRNSF PB 15KVA 1PH 12KV 277	\$1,900.01	\$95.00	\$ 1,995.01
10008896	TRNSF PB 25KVA 1PH 12KV 277	\$2,323.93	\$116.20	\$ 2,440.13
10008898	TRNSF PB 50KVA 1PH 12KV 277	\$3,099.80	\$154.99	\$ 3,254.79
10008899	TRNSF PB 75KVA 1PH 12KV 277	\$4,788.89	\$239.44	\$ 5,028.34
			Freight	Total Cost
Material #	Short Description	Base price	Cost	(Base + Freight)
10010494	TRNSF PB 50KVA 1PH 4X12KV 277	\$3,555.23	\$177.76	\$ 3,732.99
10011646	TRNSF PB 167KVA 1PH 12KV 2400V	N/A	N/A	N/A
10029929	TRNSF PB 167KVA 1PH 12KV 240/480	\$12,233.02	\$611.65	\$ 12,844.67

B. BASE PRICE ADJUSTMENT

1. Eligibility

- (a) Beginning July 1, 2026 for newly issued Purchase Order(s), the Base Prices set forth in Table H-1 (Padmount Transformers) and Table H-2 (Pole Mount Transformers) are subject to review and potential adjustment to increase or decrease the Base Price to an amount not to exceed a Final Adjusted Base Price on a quarterly basis in accordance with the terms set forth in this Exhibit H. For avoidance of doubt, the first Base Price Adjustment Request (as defined below) may be requested upon execution of contract to take effect in Q3 2026.

(b)

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2. Base Price Adjustment Requests

- (a) Either party may request a Base Price Adjustment once each quarter. The Base Price Adjustment must be requested, in writing, by the 15th of the month preceding the close of the then current quarter (“Base Price Adjustment Request”). By way of example, and not limitation, a Base Price Adjustment Request for Q2 2026 must be requested no later than March 15, 2026.
- (b) The Base Price Adjustment Request must identify the current Base Price for the Product and propose a Base Price Adjustment to the other party based on the Final Adjusted Base Price Calculation Methodology below. The party proposing the Base Price Adjustment must support the proposed change with sufficient details to allow the other party to validate the request is consistent with the Final Adjusted Base Price Calculation Methodology set forth below.
- (c) If approved, the Base Price Adjustment will take effect on the first day of the new quarter following the date of the Base Price Adjustment Request, or such other date as mutually agreed upon by the parties in writing. By way of example, and not limitation, a Base Price Adjustment Request for Q2 2026 received by March 15, 2026 will take effect for Purchase Order(s) issued on or after the first day of Q2 2026.
- (d) .

3. Final Adjusted Base Price Calculation Methodology

- (a) Any Final Adjusted Base Price is calculated in accordance with this section.
- (b) Final Adjusted Base Price is calculated as follows:

- (i) **Step 1.** For each Transformer Component:

$$\begin{array}{ccccc} \text{Existing Base Price} & & \text{x} & & \text{Individual} & & = & & \text{Base Price} \\ \text{(Column B-Total)} & & & & \text{Transformer} & & & & \text{Component Values} \\ & & & & \text{Component \%} & & & & \text{(Column B)} \\ & & & & \text{(Column A)} & & & & \end{array}$$

- (ii) **Step 2.** For each Transformer Component:

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$$\begin{array}{ccccc} \text{Base Price Component} & + & \text{Base Price} & = & \text{Adjusted Base Price} \\ \text{Value (Column B) x CPI} & & \text{Component Value} & & \text{Component Values} \\ \text{Change Factor for that} & & \text{(Column B)} & & \text{(Column F)} \\ \text{Transformer Component} & & & & \\ \text{(Column E)} & & & & \end{array}$$

- (iii) **Step 3:** Add all Adjusted Base Price Component Values (Column F) = Final Adjusted Base Price (Column F-Total)

(c) Definitions

- (i) **Individual Transformer Component %:** Individual Transformer Component % is the percentage of cost attributed to each Transformer Component, an example of which is described in Column A (Individual Transformer Component %) of Table H-3 (Base Price Adjustment Methodology) below.
- (ii) **CPI Change Factor:** The CPI Change Factor is the percentage change in the indices between the base period and the quarterly updated value for each component. The base period shall be values used for 1Q26 CPI adjustments.
- (iii) **Final Adjusted Base Price:** This equals the Base Price plus the Base Price Adjustment Factor.
- (iv) **Adjusted Price Components Values in Column F in Table H-3 will be the values adjusted in subsequent price adjustments.**

Table H-3: Example of Final Adjusted Base Price Calculation Methodology.

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	A	B	C	D	E	F
Cost Component	Individual Transformer Component %	Base Price Component Values used for Example Adjustments	CPI Index Base Values 1Q26	Current CPI Index Values (Example Only)	CPI Change Factor	Adjusted Price Component Values
Carbon Steel	8.00%	\$ 1,441.20	284.54	389.00	37%	\$ 1,970.29
Silicon steel	14.00%	\$ 2,522.09	170.91	185.21	8%	\$ 2,733.13
Copper	5.00%	\$ 900.75	\$4.90	\$5.75	17%	\$ 1,057.33
Aluminum	6.00%	\$ 1,080.90	\$1.28	\$1.92	50%	\$ 1,621.18
FR3 Index**	10.00%	\$ 1,801.50	\$1.04	\$1.15	10%	\$ 1,989.00
Manufacturing Labor	19.00%	\$ 3,422.84	\$26.95	\$30.25	12%	\$ 3,841.97
No Adjustment	38.00%	\$ 6,845.68	N/A	-	-	\$ 6,845.68
Total	100.00%	\$ 18,014.96	Final Adjusted Price			\$ 20,058.59
				Formulas	(D-C)/C	B+(B*E)

** Standardized Value for FR3 based on average soybean oil and processing costs.

4. Index Definitions

(a) Carbon Steel

Carbon steel price adjustments shall be based on the U.S. Bureau of Labor Statistics (BLS) Producer Price Index (PPI) for Hot Rolled Steel, Series ID WPU101704. This index represents the official BLS measure for hot rolled steel mill products and is the required source for calculating contractual steel-related price movements.

Data Source:

U.S. Bureau of Labor Statistics (BLS), Producer Price Index (PPI), Hot Rolled Steel (Series ID: WPU101704).

The index is published monthly and is publicly accessible through the BLS database.

(b) Silicon Steel

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The source data for Silicon Steel is published by T&D Europe <https://tdeurope.eu/en/>. The index used from the published report is for “GOES Super High Grade”.

(c) LME Copper

- (i) The source data is the LME monthly average rate converted to US dollars/lb. In some instances, when market conditions dictate, the copper model includes the MW Platts Premium in US dollars/lb. Following is a link to the LME Copper pricing. Once at the following link you need to sign into LME’s free service to access the historical “Average prices” data. <http://www.lme.com/en-gb/metals/non-ferrous/copper/>
- (ii) Index is the average "Copper" price per tonne for a "Cash buyer." To convert to US dollars/lb, the posted US dollars/tonne value is divided by 2204.62.

(d) LME Aluminum

- (i) The source data is the LME monthly average rate converted to US dollars/lb plus the MW Platts Premium in US dollars/lb. Following is a link to the LME Aluminum pricing. Once at the following link you need to sign into LME’s free service to access the historical “Average prices” data. <http://www.lme.com/metals/non-ferrous/aluminium/>
- (ii) Index is the average "Aluminum" price per tonne for a "Cash buyer." To convert to US dollars/lb, the posted US dollars/tonne value is divided by 2204.62.

(e) Dielectric Fluid

- (i) FR3 Fluid: The source data for FR3 fluid valuation is the Chicago Board of Trade (CBOT) Soybean Oil index. The CBOT value is the posted monthly close value; <https://futures.tradingcharts.com/chart/ZL/M>. The CPI Index Value used for the Adjusted Base Price Calculation is a Standardized Value for FR3 fluid based on average soybean oil and processing costs. For further transparency, Eaton shall provide screenshots of monthly CBOT values directly correlating to changes in the Standardized Index for FR3 fluid.

(f) Labor

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The source data is published by the United States Bureau of Labor Statistics and is series CEU3133500008 “Average Hourly earnings of production and non-supervisory employees, electrical equipment and appliances.”

C. TARIFFS

In the event of a change in tariff policy resulting in increased costs to the Seller, the Price, including the Base Price and Freight Costs, set forth in this Contract shall remain unchanged.

Where an unforeseen event outside of Seller’s control that could not have or cannot be otherwise mitigated directly results in an increase (that can be documented to SMUD’s reasonable satisfaction) to the actual Costs across a substantial number of Products, Eaton may discuss the impact with SMUD and seek relief.

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**EXHIBIT I
ASBESTOS NOTIFICATION – 2024**

Sacramento Municipal Utility District (SMUD) is required to provide notice to employees and Contractors working at any SMUD 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 this list only includes material tested and found to contain asbestos material. Materials 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.**

LOCATIONS OF ASBESTOS

Headquarters Building:

Majority of asbestos has been abated in Headquarters; remaining asbestos has been encapsulated in place. SMUD Safety and Facilities has information of the specific locations and quantities remaining in the building.

Corporation Yard:- 59th Street:

Note: Buildings F, H and J were remediated and demolished in 2022.

- * HVAC and piping insulation within the D/S Building;
- * 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/Networks:

- * Rancho Seco switchyard building and Hurley Substation in floor tile and mastic left under control equipment after abatement;
- * Arc chutes on some breakers – potentially all substations;
- * Elverta Substation - in floor tile and adhesive and presumed asbestos containing materials (PACM) in all substations;
- * Elverta Substation ceiling tile and mastic and PACM in all substations;
- * Mid-city Substation - in pipe insulation and PACM in all substations;
- * Hedge substation floor tile and mastic and PACM in all substations
- * Manholes, switchboards, control and protection panels - Wire insulation in all substations;
- * Some bus bar filler material in all substations;
- * Outer paint cover on oil filled pipe from Station E Substation to Station G Substation;
- * All substations, built prior to 1981, may contain asbestos containing floor tile;
- * Arc chutes on Westinghouse CM22 Network protectors.

Fresh Pond:

- * Spray-on mastic finish, overhead above sidewalk of Adm. Bldg near front offices

Chili Bar

- * Brake pads
- * Floor tile and mastic
- * Arc chutes
- * Wire wrap

Union Valley

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

Robbs Peak

- * Bus bar bolt filler material
- * Firestop sealant on electrical cables
- * Serpentine road rock at valve house
- * Arc chutes/breakers

Loon Lake

- * Diesel generator exhaust piping
- * Insulation on HVAC duct
- * Black & white pipe wrap material
- * Fire-stop sealant on electrical cables
- * Bus work barrier - Transformer Room

Jaybird

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

White Rock

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

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Camino

- * Handle insulation
- * Bus bar bolt filler material
- * Fire-stop sealant on electrical cables
- * Breaker #310 arc chutes
- * Breaker #320 arc chutes

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
- * Labeled fields located around the property contain some asbestos debris. Check with Rancho Seco Manager prior to any soil disturbance

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 (e.g., 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 which need to be removed prior to performing your work, please contact Safety Services at 916 732-5253 to have a Safety Specialist or Contractor 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 ensure proper warning labels and to periodically inspect and document the condition of the asbestos containing material and to make repairs, if necessary.

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 Safety Services. Should you become aware that asbestos materials have been disturbed or if you have questions, please call John Larsen, Facilities Manager (916) 732-6380 or Jacob Peterson, Safety Services at (916) 732-5245.

John Larsen

John Larsen, Facilities Manager
Facilities Management

Date: January 24, 2024

Brian Jacob Peterson

Jacob Peterson, CIH, CSP

Date: January 24, 2024

Ice House

- * Gray roofing fish water valve house

McClellan Gas Turbine

- * Turbine unit door gasket

Slab Creek Gate House

- * Fixed wheel gate wrap

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Safety Specialist III
Safety Services

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EXHIBIT J

**DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS,
AND SUPPLIERS**

RESA POWER
5685 Power Inn Rd.
Sacramento, CA 95824
(707) 421-9398

Sunbelt Solomon
7000 Meany Ave
Bakersfield, CA 93308
806-230-4967

EXHIBIT K

SUPPLIER RELATIONSHIP MANAGEMENT PROGRAM

A. SRM PROGRAM OVERVIEW

1. As part of this Contract, the Seller will participate in SMUD's Supplier Relationship Management ("SRM") program. The SRM program is intended to make incremental improvements over the life of the award which provides value to both the Seller and SMUD. The SRM program will contain at a minimum:
 - (a) Bi-Monthly Performance and Critical Action Item Update Meetings
 - (b) Supplier Scorecard
 - (c) Quarterly Metrics
 - (d) Process Improvement Discussion
 - (e) Quarterly Performance Review Meetings
 - (f) Continuous documentation and action item log
2. The Seller's performance will be evaluated quarterly, and the Seller will be expected to commit to continuous improvement over the life of the contract.
3. **SRM Process And Expectations.** The SRM process occurs continuously over the life of the contract with meetings occurring each quarter.
4. The definitions and metrics set forth in this Exhibit K apply only to the Supplier Relationship Management Program and do not modify terms and conditions set forth elsewhere in the Contract, including, without limitation, the Late Delivery Fee set forth in Exhibit B, section J.

B. PROGRAM METRICS AND REPORTING

1. **Metrics:** To monitor and maintain a satisfactory standard of performance and drive continuous improvement over the life of the contract, the Seller will work jointly with SMUD to establish and maintain metrics reporting and meet mutually agreeable performance objectives. Each quarter, the Seller and SMUD will evaluate the metrics reporting trends and discuss modifications to metrics or performance as appropriate.
2. **Reporting Mechanism:** The metrics will be measured and reported by SMUD, with supporting documentation. Metrics will be reported and tracked through a standard and continuous reporting mechanism demonstrating trends over time.

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3. **Frequency of Review:** Metrics will be compiled, analyzed and reported quarterly using the agreed reporting mechanism.

4. Note: these metrics will be the basis for the development of Supplier Scorecard scoring.

C. SCORECARD AND METRICS SUMMARY

1. **Scorecard Measures of Performance.** The Seller's performance will be evaluated according to the following criteria:

- (a) **Timeliness** - Measure of how well the Seller adheres to schedule and meets due dates.
- (b) **Customer service** – Measure of customer service orientation of the Seller to SMUD as demonstrated through courtesy and cooperation, credibility and adequacy of communications, reliability of stated actions, and flexibility.
- (c) **Financial performance and value-added services** - Measure of the value the Seller added to SMUD.
- (d) **Quality, defects** – Measure of the number of defective parts received
- (e) **Order accuracy** – Measure of the accuracy of the orders received (quantity, part number, delivery location) during evaluation period
- (f) **Environmental stewardship** – measure of how sensitive the Seller is to the environment and job-site related environmental issues
- (g) **Order management** – measure of how well the Seller managed the paperwork associated with the project

2. **Scorecard Evaluation**

- (a) SMUD may perform, at any time during the term of the Contract, written performance evaluations of the Supplier's performance and apply the standards and actions described in this Exhibit, and elsewhere in the Contract as may be appropriate in SMUD's sole determination. Supplier may be evaluated by SMUD using the evaluation criteria shown in Table K.1 - Supplier Scorecard ("Scorecard"). Scores for all criteria shown on the Scorecard range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. A score of 3 means that the Supplier performed according to the standards and specifications established by the Contract.

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- (b) Based on the results of each evaluation, Supplier's performance will be classified into one of three categories:

 - (i) **Acceptable Performance.** Supplier averages more than 2.80 and less than 4.00 across all evaluation metrics and does not receive a score of 1.0 on any one metric.
 - (ii) **Unacceptable Performance.** Supplier averages less than 2.80 across all evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations. If a performance evaluation conducted during the term of the Contract results in the Supplier's performance being unacceptable, Supplier shall provide SMUD a detailed performance improvement plan detailing how they plan to perform to an Acceptable Performance level or higher. Continued Unacceptable Performance may result in Contract termination in accordance with Section C, Exhibit C (General Conditions) of this Contract.
 - (iii) **Top Performance.** Supplier averages 4.0 or more across all evaluation metrics and does not receive a score of less than 4.0 on any one metric.
- (c) SMUD will conduct performance evaluations periodically, but not less than one (1) per Contract term or once per year. Solely at the discretion of the SMUD Contract Manager, SMUD may conduct additional performance evaluations as deemed necessary. Within ten (10) calendar days of conducting the performance evaluation, SMUD will notify the Supplier and send a copy of the Supplier Scorecard Summary to the Supplier.
- (d) Within ten (10) calendar days of notification of an Unacceptable Performance, Supplier shall provide a written performance improvement plan to the SMUD Contract Manager describing how the Supplier will improve its performance to a minimum score of 3.0 across all metrics. A representative of the Supplier's firm shall present the written performance improvement plan at a minimum to the SMUD Contract Manager, and SMUD Contract Administrator. By the next quarterly review from the date of acceptance of the performance improvement plan, SMUD will conduct another evaluation. An average score on this follow-up evaluation of less than 2.80 or a score of 1.0 on any one metric may result in termination of the Contract, in accordance with Section C, Exhibit C (General Conditions) of this Contract.
- (e) If the Supplier's average score is greater than 2.8, does not include any scores of

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1.0 on any one metric, but does include one or more metrics with scores of 2.0, then within ten (10) calendar days of notification, Contractor shall provide a written performance improvement plan to the SMUD Contract Manager describing how Supplier will improve its performance to a minimum of 3.0 for the deficient metric(s).

- (f) If Supplier disputes the results of its performance evaluation, Supplier must submit a letter to the Director Procurement, Warehouse and Fleet supplying supplemental information that it believes SMUD failed to take into account when conducting the evaluation. Such letter, along with the supplemental information, must be submitted no later than ten (10) calendar days following initial notice of Supplier's score. After consulting with the SMUD Contract Manager, and SMUD Contract Administrator, the Director, Purchasing, Warehouse and Fleet will determine if the evaluation score will be revised. If the evaluation score is revised, the Supplier will be notified, and the revised Scorecard will be sent to the Supplier. If it is determined that the evaluation score warrants no change, the Supplier will be notified and the decision of the Director, Purchasing, Warehouse and Fleet is final.
- (g) Performance evaluation disputes must be submitted to the Director, Purchasing, Warehouse and Fleet at the following address:

Sacramento Municipal Utility District Director, Purchasing, Warehouse and Fleet
Supply Chain Services
Re: Performance Evaluation Dispute 4401 Bradshaw Road, MS EA404
Sacramento, CA 95826

TABLE K.1 – SUPPLIER SCORECARD

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Timeliness	1	2	3	4	5
Measure of how well the supplier adheres to schedule, and meets due dates. NA = Not applicable ID = Insufficient Data	Rarely on schedule	Inconsistently on schedule:	Usually on schedule	Consistently on schedule	Always on schedule
Order Accuracy:	1	2	3	4	5
Measure of the accuracy of the orders received (quantity, part number, delivery location) during evaluation period. NA = Not applicable ID = Insufficient Data	Poor order accuracy.	Order accuracy needs improvement.	Good order accuracy.	Very good order accuracy.	Exceptional order accuracy.
Quality – Defects	1	2	3	4	5
Measure of the number of defective parts received. NA = Not applicable ID = Insufficient Data	Poor product quality	Product quality needs improvement	Good product quality	Very good product quality	Exceptional product quality
Customer Service	1	2	3	4	5

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Measure of customer service orientation of supplier to SMUD as demonstrated through courtesy and cooperation, credibility and adequacy of communications, reliability of stated actions, and flexibility. NA = Not applicable ID = Insufficient Data	Poor customer service	Customer service needs improvement	Good customer service:	Very good customer service	Exceptional customer service
Financial Performance & Value-Added Services	1	2	3	4	5
Measure of the value the supplier added to SMUD. NA = Not applicable ID = Insufficient Data	No value added:	Value Added Needs Improvement:	Good value added:	Very good value added:	Exceptional value added:
Environmental Stewardship	1	2	3	4	5
Measure of how sensitive contractor is to the environment and job-site related environmental issues. NA = Not applicable ID = Insufficient Data	Poor environmental stewardship	Environmental stewardship needs improvement	Good environmental stewardship.	Very good environmental stewardship	Exceptional environmental stewardship
Order Management	1	2	3	4	5

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Measure of how well supplier managed the paperwork associated with the project. NA = Not applicable ID = Insufficient Data	Poor administration	Administration needs improvement	Good administration	Very good administration	Excellent administration
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D. SCORECARD METRICS DEFINED. The Scorecard Metrics set forth in Table K.2 (Scorecard Metric Definitions) below will be used to demonstrate performance within the scorecard categories set forth in Table K.1 (Supplier Scorecard):

- 1. On-time delivery performance** – Seller shall deliver all products in accordance with the delivery date acknowledged in the Purchase Order. For purposes of this Exhibit K, late delivery shall be any delivery received by SMUD more than five (5) calendar days after the date established in the Purchase Order, unless the parties have agreed to a Change Order affecting the delivery date.
- 2. Production capacity fulfillment rate** – The Production Capacity Fulfillment Rate measures the Supplier’s ability to meet the agreed upon monthly production volume.
- 3. Quality** – Quality performance shall be assessed based on the rate of product failures identified through visual inspection, functional testing, and agreed-upon quality control methods.
- 4. Customer service** – Customer service performance is a qualitative metric based on the Seller timely responsiveness, communication, and problem-solving effectiveness, as through the assigned sales representative.
- 5. Financial Performance and Value-Added Service** – Financial Performance and Value Added Services is a qualitative metric based on the value the Seller added to SMUD.
- 6. Environmental Stewardship** – Environmental Stewardship is a qualitative metric that measures how sensitive the contractor is to the environment and job-site related environmental issues.
- 7. Order Management** – Order Management is a qualitative metric that measures how well the Seller managed the paperwork associated with the project.

Table K.2 – Scorecard Metric Definitions

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1. On-Time Delivery Performance	
Owner Description	Seller shall deliver all products in accordance with the delivery date acknowledged in the Purchase Order, with a grace period of up to 5 calendar days, unless the parties have agreed to a Change Order affecting the delivery date.
Performance Target	Supplier shall maintain an on-time delivery rate of $\geq 95\%$ on a quarterly basis. Persistent underperformance may trigger corrective action, contract review, and/or the enforcement of late delivery fees
Measurement Frequency	Once Quarterly
Basis for Calculation	On-Time Delivery performance shall be measured in two ways: a. Days Late per Purchase Order (PO) the number of calendar days each PO is delivered 5 days after the confirmed delivery date. b. Aggregate Overdue Rate: The percentage of total orders delivered past the confirmed delivery date, calculated by count of total POs.
Metric Mapped to Scorecard	Timeliness Score 1 – Aggregate Overdue Rate $\geq 25\%$ 2 – $10\% \leq$ Aggregate Overdue Rate $< 25\%$ 3 – $5\% \leq$ Aggregate Overdue Rate $< 10\%$ 4 – $2 <$ Aggregate Overdue Rate $< 5\%$ 5 – Aggregate Overdue Rate $\leq 2\%$

2. Production Capacity Fulfillment Rate	
Owner Description	The Production Capacity Fulfillment Rate measures the Supplier's ability to meet the agreed upon monthly production volume.
Performance Target	Seller shall maintain a fulfillment rate of $\geq 98\%$ per month, with no single month falling below 95%.
Measurement Frequency	Once Monthly, with quarterly and annual roll-ups.
Basis for Calculation	Fulfillment Rate = $(\text{Units Delivered} / \text{Monthly Committed Capacity}) \times 100\%$
Metric Mapped to Scorecard	Order Accuracy Score

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	1 – Fulfillment Rate $\leq 50\%$ 2 – $50\% < \text{Fulfillment Rate} \leq 70\%$ 3 – $70\% < \text{Fulfillment Rate} \leq 85\%$ 4 – $85\% < \text{Fulfillment Rate} \leq 90\%$ 5 – Fulfillment Rate $> 90\%$
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3. Quality Performance	
Owner Description	Quality performance shall be assessed based on the rate of product failures identified through visual inspection, functional testing, and other agreed-upon quality control methods.
Performance Target	Seller shall maintain a total failure rate of $<1.0\%$ on a monthly, quarterly, and annual basis.
Measurement Frequency	Once Monthly
Basis for Calculation	a. Visual Inspection Failures: Units failing inspection by any structural or visual discrepancy upon receipt. b. Testing Failures: Units failing functional or performance testing c. Shipping Damage Failures: Units damaged in transit. To be weighted at 25% d. Total Failure Rate: Combined rate of (a), (b) and (c) as a percentage of total units received.
Metric Mapped to Scorecard	Quality – Defects Score 1 – Total Failure Rate $\geq 20\%$ 2 – $10\% \leq \text{Total Failure Rate} < 20\%$ 3 – $5\% \leq \text{Total Failure Rate} < 10\%$ 4 – $1\% < \text{Total Failure Rate} < 5\%$ 5 – Total Failure Rate $\leq 1\%$

4. Customer Service Performance	
Owner Description	Customer service performance is a qualitative metric based on the Seller timely responsiveness, communication, and problem-solving effectiveness, as through the assigned sales representative.

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Performance Target	Supplier shall maintain a high standard of customer service, as determined by quarterly performance reviews and feedback sessions. Maximum response and resolution time of 3 days following inquiry by SMUD.
Measurement Frequency	Once Monthly
Basis for Calculation	A SMUD-assigned rating from 1 (poor performance) to 5 (exceptional performance) of: a. Timeliness and clarity of communication b. Proactive issue resolution and escalation
Metric Mapped to Scorecard	Customer Service Score 1 – Seller does not respond to SMUD inquiries and does not resolve or escalate issues. 2 – Seller responds to SMUD inquiries after more than 5 business days and is not proactive about resolving or escalating issues. 3 – Seller responds to SMUD inquiries within 3 business days and resolves or escalates issues after alignment with SMUD. 4 – Seller responds to SMUD inquiries within 3 business days and is proactive about resolving or escalating issues. 5 – Seller responds to SMUD inquiries in 1-2 business days and resolves or escalates issues without guidance from SMUD.

5. Financial Performance & Value-Added Services	
Owner Description	Financial performance and value-added services is a metric based on the value the Seller added to SMUD.
Performance Target	TBD
Measurement Frequency	Once Quarterly
Basis for Calculation	A SMUD-assigned rating from 1 (poor performance) to 5 (exceptional performance) of: a. Financial Performance b. Value added Services
Metric Mapped to Scorecard	Financial Performance Score 1 – No value added

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	2 – Value added needs improvement 3 – Good value added 4 – Very good value added 5 – Exceptional value added
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6. Environmental Stewardship	
Owner Description	Environmental stewardship measures how sensitive the contractor is to the environment and job-site related environmental issues.
Performance Target	TBD
Measurement Frequency	Once Quarterly
Basis for Calculation	A SMUD-assigned rating from 1 (poor performance) to 5 (exceptional performance) of environment and job-site related environmental issues.
Metric Mapped to Scorecard	Environmental Stewardship Score 1 – Poor environmental stewardship 2 – Environmental stewardship needs improvement 3 – Good environmental stewardship 4 – Very good environmental stewardship 5 – Exceptional environmental stewardship

7. Order Management	
Owner Description	Order management is a measure of how well the Seller managed the paperwork associated with the project.
Performance Target	TBD
Measurement Frequency	Once Quarterly
Basis for Calculation	A SMUD-assigned rating from 1 (poor performance) to 5 (exceptional performance) of management of paperwork & invoice accuracy.

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Metric Mapped to Scorecard	Order Management Score: 1 – Poor administration 2 – Administration needs improvement 3 – Good administration 4 – Very good administration 5 – Excellent administration
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E. REQUIRED MEETINGS

1. Bi-Monthly Performance Check-In Meetings

(a) Meeting Objectives and Agenda. The Seller and SMUD are to meet twice per month to discuss the following points:

- (i)** Action items
- (ii)** Critical updates
- (iii)** Deliveries in progress, including any Delays
- (iv)** Warranties
- (v)** Lead times
- (vi)** Material updates
- (vii)** Weekly system report

2. Quarterly Business Review Meetings (QBR)

(a) QBR Meeting Objectives and Agenda

- (i)** Each Quarter SMUD will schedule a meeting with the Seller to review the prior quarter metrics reporting and scorecard result. The key purpose of review meetings is to share information among both parties and ensure performance is meeting or exceeding expectations per the Contract.
- (ii)** The agenda for the meeting will include:
 - (A)** Review prior quarter metric result and trend
 - (B)** Update on action items from prior QBR
 - (C)** Two-way continuous improvement discussion

(b) QBR Meeting Participants. At a minimum, the following personnel will

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participate in each quarterly meeting:

- (i) SMUD Material Planning Coordinator
 - (ii) SMUD Contract Manager
 - (iii) SMUD Procurement Manager and Supervisor
 - (iv) SMUD Warehouse Manager and Supervisor
 - (v) Seller TBD
- (c) **QBR Meeting Venue.** The meeting venue will be selected prior to each quarterly meeting. Meeting venue can be at a SMUD location, Seller location, virtual or neutral location.
- (d) **QBR Meeting Expectations**
- (i) All metrics data for the quarter will be shared with the Seller at least two (2) weeks prior to the QBR meeting
 - (ii) Seller is responsible for proposing improvement activities for metric scores that fall below target
 - (iii) Action items will be assigned to SMUD and/or Seller at the end of each QBR meeting and tracked continuously in a shared action item log
- (e) **Tentative QBR Meeting Schedule.** The Parties agree to schedule QBR meetings substantially in conformance with the dates set forth below in Table K.3- Tentative QBR Meeting Schedule.

Table K.3 – Tentative QBR Meeting Schedule

Tentative Meeting Date	Time Period Reflected
January 2026	Oct – Dec 2025
April 2026	Jan – Mar 2026
July 2026	Apr – Jun 2026
October 2026	Jul – Sep 2026
January 2027	Oct – Dec 2026
<i>...etc. for the duration of the contract</i>	

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**EXHIBIT L
PROCESS FLOW**

Note: This document is attached as a separate document

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EXHIBIT M

**MUTUAL CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

This Mutual Confidentiality and Non-Disclosure Agreement (“Mutual CNDA”) is entered into as of this ____ day of _____, _____, by and between the Sacramento Municipal Utility District (“SMUD”), a political subdivision of the State of California, with its principal executive offices at 6201 S Street, Sacramento, CA 95817-1899, and EATON CORPORATION with its principal executive offices at 1000 Eaton Blvd, Beachwood, Ohio 44122 _____; referred to collectively as “Parties” and individually as “Party.”

In connection with providing services under **45000XXXXX** (“Contract”), the Parties agree to exchange and furnish certain Confidential Information that is either non-public, confidential, and/or proprietary in nature. For the purposes of this Mutual CNDA, “Confidential Information” is all (a) information furnished by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), and labeled as “confidential,” “trade secret,” or “proprietary” and, if disclosed orally, summarized in written format within thirty (30) calendar days of disclosure and identified as “confidential,” “trade secret,” or “proprietary,” (b) information furnished by Disclosing Party that is not labeled as “confidential,” “trade secret,” or “proprietary” but after which Disclosing Party notifies Receiving Party as being “confidential,” “trade secret,” or “proprietary,” or (c) the information listed in Attachment A-1 and A-2. If Receiving Party receives the notification under subsection (b) above, Receiving Party shall then immediately label the information as “confidential,” “trade secret,” or “proprietary.” The Disclosing Party shall retain all ownership rights over its Confidential Information. In order to receive the Confidential Information, Receiving Party agrees to the following conditions:

1. The Confidential Information will be kept confidential and shall not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party, its directors, officers, agents, representatives, employees, subcontractors or permitted assigns (each a “Representative” and collectively, “Representatives”), in any manner whatsoever, in whole or in part. The Confidential Information shall not be used in any manner directly or indirectly by the Receiving Party or its Representatives other than in connection with providing services under **45000XXXXX**. However, the Receiving Party may process Confidential Information using machine learning or Artificial Intelligence (AI) tools, technologies, or models. Such processing is contemplated by this Mutual NDA, provided that the Receiving Party obtains commercially reasonable assurances that the AI tools, technologies, and models, as applicable, are not both: (i) trained on Confidential Information; and (ii) available to any person or entity aside from Disclosing Party, Receiving Party, or its Representatives. The Receiving Party shall not use any AI tools,

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technologies, or models to reverse engineer, decompile, attempt to extract Confidential Information, automate the sharing of, or otherwise compromise the confidentiality of the Confidential Information. The Receiving Party agrees to reveal the Confidential Information only to Receiving Party's Representatives who need to know the Confidential Information for the purpose of disclosure under this Mutual CNDA, who are informed by the Receiving Party of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Mutual CNDA. The Receiving Party shall be responsible for any breach of this Mutual CNDA by Receiving Party or its Representatives and shall also be liable for any unauthorized use or disclosure of the Confidential Information resulting from the use of AI tools, technologies, or models.

2. During the term of this Mutual CNDA, if any additional information is required to fulfill Receiving Party's obligations in connection with this Mutual CNDA, Disclosing Party will label or identify such information as "confidential," "trade secret," or "proprietary," or update Attachment A-1 or A-2 to list the additional Confidential Information. All revisions to Attachment A-1 and A-2 shall be countersigned by Disclosing Party and Receiving Party prior to Disclosing Party's sending the Confidential Information.
3. Without Disclosing Party's prior written consent, except as required by law, Receiving Party and its Representatives will not disclose to any person the fact that the Confidential Information has been made available to Receiving Party.
4. Receiving Party will use, and ensure that its Representatives use commercially reasonable efforts to maintain the confidentiality of the Confidential Information. Additionally, the Receiving Party shall implement appropriate measures to protect the Confidential Information from unauthorized access and use, including any that may occur through AI tools, technologies, or models. The Receiving Party shall comply with all applicable data protection laws and regulations in connection with the use of AI tools, technologies, or models. Within thirty (30) calendar days of termination of the Contract, unless directed to retain or return Confidential Information by Disclosing Party, any and all Confidential Information, including Confidential Information embedded within or accessible to any AI models, in the possession or control of Receiving Party or its Representatives shall be destroyed in accordance with this section. When destroying Confidential Information stored electronically, including but not limited to servers, workstations, laptops, databases, electronic mail backup tapes or other system backup media ("Electronic Data"), Receiving Party shall use appropriate data deletion methods, consistent with technology best practice standards, to ensure the Electronic Data cannot be recovered. If Electronic Data cannot be immediately deleted or removed from backup media, temporary retention is allowed, so long as the backup media are maintained in confidence, not readily accessible to unauthorized access, and the Electronic Data are overwritten in the ordinary course of business in a manner that cannot be recovered. All paper documents that contain Confidential Information, whether received from Disclosing Party or reproduced by

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Receiving Party or its Representatives must be shredded using at least a cross-cut shredder or pulverized.

5. Receiving Party must provide a letter of certification to the Disclosing Party Project Manager substantially in the form of Attachment B to this Mutual CNDA and signed by an officer of the entity/company attesting to the destruction or return of the Disclosing Party Confidential Information in conformance with this Mutual CNDA.

SMUD Project Manager Name
Sacramento Municipal Utility District
Address, Mailstop
City, State Zip Code

For Eaton:
Eaton Corporation
Attn: Law Departmen
1000 Eaton Blvd
Beachwood, Ohio 44122

6. If there is a breach of confidentiality of Confidential Information, Receiving Party will notify the Disclosing Party Cybersecurity Officer by email and telephone without unnecessary delay using the contact information provided below. Receiving Party agrees to cooperate with Disclosing Party in identifying the extent to which Confidential Information has been exposed and the measures necessary to limit further exposure of Confidential Information.

SMUD CISO
Email: ISOC@smud.org
Telephone: 916-732-6500

[For Eaton] Cybersecurity Officer – Joy Johns
Email: joynjohns@eaton.com Telephone: 13129890034

7. The term Confidential Information shall not include such portions of the Confidential Information which (i) are or become generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives (ii) become available to Receiving

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Party or its Representatives on a non-confidential basis from a source other than Disclosing Party which is not prohibited from disclosing such information to Receiving Party or its Representatives by a legal, contractual, or fiduciary obligation, (iii) Receiving Party or its Representatives knew prior to disclosure as evidenced by the Receiving Party or its Representative's written records; (iv) is disclosed under the order or requirement of a court, administrative agency, or other governmental body or is otherwise required by law to be disclosed including, but not limited, to the California Public Records Act; or (v) has been independently developed by the Receiving Party without access to or use of Disclosing Party's Confidential Information.

8. In the event that Receiving Party or its Representatives or anyone to whom Receiving Party or its Representatives transmits the Confidential Information pursuant to this Mutual CNDA becomes legally compelled to disclose any of the Confidential Information, Receiving Party will provide Disclosing Party with prompt notice, so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Mutual CNDA. In the event that such protective order or other remedy is not obtained, or that Disclosing Party in writing waives compliance with the provisions of this Mutual CNDA, Receiving Party or its Representatives will furnish only that portion of the Confidential Information which Receiving Party or its Representatives is advised by opinion of counsel is legally required, and will exercise industry best practices to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
9. Receiving Party acknowledges that remedies at law may be inadequate to protect against breach of this Mutual CNDA, and Receiving Party hereby in advance agrees to the seeking of injunctive relief in Disclosing Party's favor without proof of actual damages in addition to, and not in lieu of, all other remedies available to Disclosing Party.
10. Receiving Party further acknowledges that no failure or delay by Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof, or of any other grant, power, or privilege hereunder, so operate as a waiver.
11. This Mutual CNDA shall be governed by the laws of the State of California. Any disputes regarding this Mutual CNDA shall be resolved in accordance with the dispute resolution provision of the Contract.
12. Upon termination of the Contract, all Confidential Information obtained under this Mutual CNDA shall then be destroyed pursuant to Section 4 and 5 above. Notwithstanding such termination, the obligations of Receiving Party and its Representatives to protect the confidentiality of the Confidential Information shall survive in perpetuity.
13. This Mutual CNDA together with the Contract represents the entire agreement of the

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Parties pertaining to the subject matter of this Mutual CNDA, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties with respect thereto.

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IN WITNESS WHEREOF, each Party has caused this Mutual CNDA to be executed by its respective, fully authorized representative as of the date first written above.

EATON CORPORATION

By: _____

Title: _____

Date: _____

Sacramento Municipal Utility District

By _____

Title: _____

Date: _____

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ATTACHMENT A-1

SMUD Confidential Information

<LIST THE SPECIFIC INFORMATION INDIVIDUALLY THAT WILL BE RELEASED BY
SMUD>

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ATTACHMENT A-2

Counterparty Confidential Information

<LIST THE SPECIFIC INFORMATION INDIVIDUALLY THAT WILL BE RELEASED BY
COUNTERPARTY>

Materials provided by Seller to SMUD in connection with the products, such as manuals,
schematics, drawings, reports, and data ("Related Materials"),

ATTACHMENT B

Letter of Certification

<ENTER RECEIVING PARTY NAME>

<ENTER ADDRESS>

<Date>

<Disclosing Party Project Manager>

Disclosing Party Name

Address

RE: Letter of Certification: <Destruction>/ <Return> of Disclosing Party Confidential
Information

Pursuant to the Mutual Confidentiality and Non-Disclosure Agreement between SMUD
and <Counterparty Name> dated, <DATE>, all Disclosing Party Confidential Information
has been <destroyed>/<returned> in accordance with the provisions of the Mutual
Confidentiality and Non-Disclosure Agreement.

<RECEIVING PARTY NAME>

<Signature of Officer of Receiving Party>

<Printed Name of Officer of Receiving Party>

<Telephone number of Officer of Receiving Party>