



One City Plaza, Suite B
P.O. BOX 1287
CABOT, ARKANSAS 72023
501 843-4654

INVITATION TO BID (ITB)

Date: January 12, 2024

Cabot WaterWorks (CWW) is accepting Sealed Bids for the following Materials:

Water Pipeline Materials

Sealed, written responses to this invitation must be received at Cabot WaterWorks Administrative Office, at the address above no later than 4:00 p.m. January 24, 2024 for consideration. **THE SEALED ENVELOPE, INCLUDING EXPRESS ENVELOPES, MUST BE LABELED AS A SEALED BID AND SHOW ITEM OR BID NUMBER.**

Questions about the ITB should be directed to Tim Joyner, General Manager for Cabot WaterWorks.

Cabot Waterworks encourages the participation of small, minority, and woman owned business enterprises in the procurement of goods and services. Bidders must be prepared, if requested by Cabot Waterworks, to provide additional information within 10 business days so that Cabot Waterworks can determine Bidder's ability to meet requirements of this ITB. **Cabot Waterworks reserves the right to reject any or all bids** and to waive any formalities or minor exceptions.

Bids will be opened and the dollar amount read at the stated time and is open to the public. Bidders are welcome at the bid opening but their presence is not required. Bid tabulations and the bids will be available for public viewing and inspection after Cabot Waterworks has prepared such tabulation. A decision will not be made at the bid opening as to bid award. Cabot Waterworks staff will take bids under consideration. After evaluation, CWW staff will prepare a recommendation to present to the Cabot Water and Wastewater Commission for their consideration at an upcoming Commission meeting (bids exceeding \$5,000 must be approved by the Commission; staff approves bids under \$5,000). Once the Commission approves the bid, Cabot Waterworks will issue a purchase order. Cabot Waterworks will not formally notify unsuccessful bidders.

This invitation does not constitute an order for the service/product named.

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF THIS “INVITATION TO BID” (ITB) MUST BE RECEIVED BY CABOT WATERWORKS IN ORDER FOR YOU TO RECEIVE ADDENDUMS.

PLEASE COMPLETE BELOW AND RETURN TO CABOT WATERWORKS IMMEDIATELY UPON RECEIPT OF THIS PACKET.

Water Pipeline Materials

DATE RECEIVED: _____

RECIPIENT: _____ (NAME)

_____ (ADDRESS)

_____ (PHONE)

_____ (FAX)

_____ (EMAIL)

Printed Name

Signature

CABOT WATERWORKS - INVITATION TO BID (ITB)

TERMS AND CONDITIONS OF BIDDING

1.0 DEFINITIONS

Cabot Waterworks hereinafter means Cabot Water & Wastewater Commission DBA “Cabot WaterWorks”

2.0 GOVERNING TERMS AND CONDITIONS

Bidder's quotation shall be submitted subject to Cabot Waterworks' TERMS AND CONDITIONS OF PURCHASE. Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted Cabot Waterworks' TERMS AND CONDITIONS OF PURCHASE unless Bidder has noted SPECIFIC EXCEPTION(S) thereto in Bidder's proposal. Any exceptions not acceptable to Cabot Waterworks shall be cause for rejection of the Bidder's proposal.

3.0 STATEMENT OF COMPLIANCE

Bidder shall review all attachments and instructions with care. Failure to make complete review of all attachments and notes will not be deemed just cause for claims or errors.

Any EXCEPTIONS to specifications, individual data sheets, drawings, terms and conditions or any other documents forming part of this ITB must be clearly defined and set forth in Bidder's response. To be considered for an award, the Bidder must certify to either A or B below. Include one of the following certifications in the quotation: (Form provided)

- A. The bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this ITB with NO EXCEPTIONS.

OR

- B. Our bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this ITB with the EXCEPTIONS listed below.

4.0 BID SUBMISSION REQUIREMENTS

Bids shall be valid for a period of 90 Days after the bid opening date of this ITB.

In order to be considered responsive the Bidder must submit the following properly executed forms listed below.

- Bid Form
- Statement of Compliance

5.0 PRICING

Prices must be submitted on a firm, fixed price basis not subject to escalation. Unit prices are to be extended and a total price shown on all bids. If unit prices and extensions thereof do not coincide, Cabot Waterworks will assume the price most favorable to Cabot Waterworks to be the correct price. Bids not prepared properly may not be considered for evaluation.

- If Bidder wishes to quote lower unit prices for the award of groups of items, Bidder may do so as

- an alternate to Bidder's base bid.
- Bidder shall clearly state the proposed terms of payment, if different from Cabot Waterworks' preference.
- If applicable, Bidder is to include impact to pricing for quantity additions/deletions.

6.0 ALTERNATE BIDS

The Bidder's base bid shall conform in all respects to applicable specifications, drawings, terms and conditions or any other documents forming part of this ITB and shall include all costs to bidder for supply of material and/or equipment as specified.

At Bidders option, the Bidder may supplement the basic Quotation with an alternative Quotation providing the following conditions are met:

- Significant process, price or delivery advantage is indicated or,
- A superior product is offered at a justifiably higher price, or a product of equal quality at a lower price.

Alternative bids must state all deviations from the specifications. Alternative bids may or may not be considered by Cabot Waterworks.

7.0 TERMS OF PAYMENT

Cabot Waterworks' terms of payment is Net 30 days. Discount terms will be accepted. Progress payments will be considered if tied to specific milestones.

8.0 BID AWARD AND PURCHASE ORDER

Cabot Waterworks will award a bid based on the lowest responsive, responsible bid considering any other pertinent factors such as freight, delivery, transportation, etc., that might affect overall cost to CWW. Upon award of a bid, Cabot Waterworks will issue its purchase order to the successful bidder. This ITB and the Terms and Conditions of Purchase contained in this ITB will be considered a part of the purchase order. The purchase order shall be a binding agreement of Bidder and Cabot Waterworks upon Bidder signing and returning an acceptance copy of the purchase order without exception, or commencing performance of this purchase order, whichever occurs first.

9.0 CANCELLATION

In accordance with the Terms and Conditions of Purchase, Cabot Waterworks shall have the option to cancel this Purchase Order for convenience, in whole or in part, without cost or liability by giving written notice of such cancellation to Bidder.

10.0 CABOT WATERWORKS'S RIGHTS

Cabot Waterworks reserves the right to award the bid by item or groups of items or in total, and/or to award the bid in the manner most advantageous to the public. Cabot Waterworks reserves the right to, at its discretion, purchase additional units, within a reasonable time, at the bid price, upon concurrence of the bidder.

11.0 TAX INFORMATION

Bidder to show sales taxes (if not included in price) on bid form as part of bid.

12.0 DELIVERY

Delivery to be FOB Cabot, Arkansas, Freight Prepaid. Bidder to show freight charges (if not included in price) on bid form as part of bid. Freight cannot be added after the bid is opened. Earliest delivery time that can be accomplished should be shown as delivery time may be a factor in awarding bid.

13.0 INSPECTION

Cabot Waterworks will, upon delivery, if it has not done so before, inspect, test and evaluate the product for compliance with the ITB. Acceptance will not be recognized until Cabot Waterworks is satisfied that the product meets the requirements of the ITB.

14.0 PRODUCTS

All products offered, unless otherwise specified, must be new and of the latest design and production. It must be complete, ready to use or operate with all the normal and usual features and capabilities.

If an "equal" is bid relative to a named brand and model, Bidders proposing an "equal" must provide documentation to support that their product is "equal". Equality must be in design, size, appearance, capability, performance, endurance and lifetime.

Cabot Waterworks shall consider the Bidder to have not completed his obligations until all literature (operators manual, instructions, service manuals, parts manuals, owner manual) that is normally provided with the product or has been asked for in the ITB has been received.

15.0 WARRANTIES

Guarantees and warranties (if any) should be attached as a part of the bid as they may be a consideration in determining the lowest responsible bidder and in awarding a bid or contract.

16.0 QUESTIONS AND CLARIFICATIONS

Any questions or requests for clarification concerning the bid or bid specifications may be made in person, by phone or in writing to Cabot Waterworks, Administrative Office prior to 5 working days before the bid opening. Should the question(s) pose substantial issues, Cabot Waterworks may ask that they be submitted in writing. Any such inquiry that results in a change in the bid or the specifications, such change will be put in writing, time permitting, and provided to all those who have received the bid request. This procedure shall be followed in order to ensure competitive fairness by providing all prospective bidders with the same information. Bidders should rely on written information (as opposed to verbal information).

17.0 IDENTICAL BIDS

In the event of two or more identical low bids, the ITB may be re-bid or awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the bidders at the discretion of Cabot Waterworks.

18.0 AMBIGUITY IN BID

Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specifications, instructions and all conditions of bidding shall be construed in the most favorable to Cabot Waterworks. An error in the extension of unit prices (unit price x quantity) may be corrected by Cabot Waterworks.

19.0 BID SPECIFICATIONS

The specifications listed are to be interpreted as meaning the minimum acceptable by Cabot Waterworks.

When used, except as might be noted, the use of any manufacturers or Bidders names, trade names, brand names, catalog numbers or other identifying references or descriptions are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.

Bids will be considered for any product which meets or exceeds the quality described by the specifications.

20.0 BIDDER INDEBTEDNESS

Acceptance by the successful bidder of an award from this bid request indicates that the successful bidder is in no way currently indebted to Cabot Waterworks or the City of Cabot or the State of Arkansas and is in compliance with any and all applicable laws and ordinances thereof. Indebtedness to any of the above may be basis for no award and/or cancellation of any award. The successful bidder may be required to obtain a City of Cabot business license.

21.0 INSURANCE

Insurance requirements of bidders, if any, will be shown on the Statement of Compliance. Certificates for those types of coverage checked in the left column must be provided; the bidder must indicate compliance by checking those coverage required and attaching their certificate.

22.0 PROTEST PROCEDURE

Protest of bidding procedures, specifications or bid/contract awards shall be made in accordance with the following procedures. Such protests may only be initiated by an authorized representative of a person, firm or corporation who has a direct economic interest in the particular procurement in question. Any protest must be filed with the General Manager at the address specified in the bid specifications. The protest must be in writing and describe in full detail the basis for the protest and the particular bid or quote in controversy within five (5) business days of Cabot WaterWorks' award decision. A protest may be delivered in person, by U.S. mail, facsimile or electronic means; provided, however that a facsimile or electronic filing shall be followed with documents bearing original signatures as soon as practical thereafter.

23.0 OTHER TERMS

Other terms or conditions prepared by bidder may or may not be considered by Cabot Waterworks in awarding the bid. Cabot Waterworks reserves the right to accept or reject any bidder's proposed terms and conditions or any part thereof. Cabot Waterworks further reserves the right to waive any minor irregularities in bids submitted.

CABOT WATERWORKS' - TERMS AND CONDITIONS OF PURCHASE

1. SHIPMENT: Partial shipments must be accompanied by identifying documents, but such shipments shall not be construed as making the obligations of Bidder severable. No charge will be allowed for packing, shipment or handling unless stated in this Purchase Order. Bidder shall pay for damaged goods resulting from improper packing or masking. Itemized packing lists must accompany each shipment. Cabot Waterworks' count will be accepted as final and conclusive on shipments not accompanied by Bidder's itemized packing list.

If applicable, shipments shall be palletized to the maximum extent practical. Costs for palletizing are included in the purchase price.

All goods received in excess of Purchase Order requirements will be subject to return for credit at Bidder's expense.

2. COMPLETE AGREEMENT: This Purchase Order shall become a binding agreement of Bidder and Cabot Waterworks upon Bidder signing and returning an acceptance copy of this Purchase Order, or upon Bidder otherwise acknowledging acceptance of this Purchase Order or commencing performance of this Purchase Order, whichever occurs first. This Purchase Order together with the specifications, drawings and documents referred to herein, and the other documents referred to therein, which by this reference are all made a part hereof, constitute the entire agreement between the parties, and all prior negotiations, proposals, and writings pertaining to this Purchase Order or the subject matter thereof, are superseded hereby. Any reference to Bidder's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in such document.

Any invoice, acknowledgment or other communication issued by Bidder in connection with this Purchase Order not expressly identified otherwise shall be construed to be for record and accounting purposes only. Any terms and conditions stated in such communications shall not be applicable to this Purchase Order and shall not be considered to be Bidder's exceptions to the provisions of this Purchase Order. Trade custom and/or trade usage is superseded by this Purchase Order and shall not be applicable in the Interpretation of this Purchase Order.

Anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings and not called for in the specifications, shall be of like effect as if called for and shown in both. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, Bidder shall immediately submit the matter to Cabot Waterworks for its determination and shall comply with the determination of Cabot Waterworks in such matter.

All headings and numbering in this Purchase Order are for convenience of reference only and shall in no way be used in interpretation of any of the provisions in this Purchase Order.

3. TITLE: Bidder warrants full and unrestricted title to Cabot Waterworks for all goods and services furnished by Bidder under this Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

If Cabot Waterworks makes progress payments to Bidder under this Purchase Order, title to the goods ordered hereunder shall pass to Cabot Waterworks at the time that Bidder identifies the goods to this Purchase Order. Bidder shall clearly identify the goods as property of Cabot Waterworks by visible marking or tagging, and Cabot Waterworks shall have the right, at Cabot Waterworks's option, to inspect and verify that said goods have been identified as Cabot Waterworks' property. Care, custody, and control of such goods remains with the Bidder until such time as Cabot Waterworks takes physical possession or otherwise agrees in writing by change order to this Purchase Order.

All shop drawings, patterns, tools or other items made preparatory to production of any goods are Cabot Waterworks' property and upon demand shall be delivered to Cabot Waterworks,

4. RESERVATION OF RIGHTS: The making or failure to make any inspection of, or payment for, the goods or services covered by this Purchase Order shall in no way impair Cabot Waterworks' right to reject nonconforming or defective goods or Services, nor be deemed to constitute acceptance by Cabot Waterworks of the goods or services, or affect in any way Bidder's obligations under this Purchase Order notwithstanding Cabot Waterworks' opportunity to inspect the goods or Services, Cabot Waterworks' knowledge of the nonconformity or defect, its substantiality or the ease of its discovery, nor Cabot Waterworks failure to earlier reject the goods or services.

5. WAIVER: Cabot Waterworks' failure to insist on performance of any term condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach shall not thereafter, waive any such term, condition, instruction, right or privilege.

6. PATENTS: Bidder shall, at its sole expense, indemnify, hold harmless and defend Cabot Waterworks from and against any Suit or proceeding brought against Cabot Waterworks based on a claim that the manufacture, use or sale of any goods or services or any part thereof, supplied under this Purchase Order constitutes infringement of any patent, copyright, trademark, or proprietary information right of others, and Bidder shall pay all damages and costs awarded therein against Cabot Waterworks. Bidder shall be notified promptly in writing of the suit or proceeding and shall be given adequate authority, information and assistance (at Bidder's expense) for the defense of same, subject to the right of Cabot Waterworks to participate at their expense and to be fully advised by Bidder in advance of all actions taken. In case said goods or any part thereof is in such suit held to constitute infringement or the sale or use of said goods or parts is enjoined, regardless of whether such determination constitutes a final judgment, Bidder shall, at its expense, either procure for Cabot Waterworks the right to sell and use said goods or part, or replace same with substantially equal but not infringing goods, or if approved by Cabot Waterworks, remove said goods and refund the purchase price and the transportation and installation costs thereof.

The preceding paragraph shall not apply to any goods, or any part thereof, manufactured to designs furnished and required by Cabot Waterworks, nor shall it apply to claims that the sale or use of a process or use of a combination of the goods supplied by Bidder hereunder with other goods infringe a patent, if such process or other goods was not supplied by Bidder and Bidder's supplying of the goods hereunder does not constitute contributory patent infringement.

7. WARRANTY: Bidder warrants to Cabot Waterworks that all goods and services covered by this Purchase Order will conform with the specifications, drawings, and

other descriptions supplied or adopted by Cabot Waterworks and will be new, first class, fit, and sufficient for the purposes for which they are intended as evidenced in this Purchase Order and in the drawings and specifications referred to herein, of good materials, design and workmanship, free from defects, and will fulfill satisfactorily the operating conditions specified herein.

These warranties shall extend to Cabot Waterworks, their successors, assigns, customers and the user of their customers' products.

Bidder, at its expense, (including without limitation costs of removal, packing, transportation and reinstallation) shall promptly either repair or replace any goods and services furnished to Cabot Waterworks, which within 12 months after operational startup or within 18 months after shipment, whichever occurs first, shall fail to conform to the requirements of this Purchase Order. Bidder will at any time be chargeable for repairs made by Cabot Waterworks to correct such a failure to meet this warranty when Bidder has been given notice of such failure and thereafter has failed to take prompt and effective action to correct the failure in accordance with the foregoing.

The above warranties are in addition to all other warranties, express or implied, at law or equity.

8. INSPECTION AND EXPECTING: Bidder shall be responsible for the performance of all activities affecting quality and schedule including those of its sub-suppliers. Cabot Waterworks reserves the right to review Bidder's Quality Assurance and Quality Control Procedures.

The goods provided by Bidder under this Purchase Order are subject to inspection, expediting and witnessing of Bidder testing by Cabot Waterworks' representative, who shall be granted access to all parts of the Bidder's plant(s) or Bidder's sub-supplier's plant(s) engaged in the manufacturing or processors of this Purchase Order. The representatives' inspection and witnessing of testing or lack of response shall in no way release the Bidder from any obligations related to this Purchase Order. Bidder shall further ensure that these terms and conditions become a part of its purchase orders to sub-suppliers for all goods or services which are used in the products purchased under this Purchase Order.

Bidder and or Bidder's sub-supplier will notify Cabot Waterworks at least five (5) calendar days in advance of the date inspection or test can be made. If for any reason the date should be set back, Bidder shall notify Cabot Waterworks in writing immediately.

IF CABOT WATERWORKS INVOKES THIS CONDITION, BY NOTING ON THE PURCHASE ORDER FORM its INTENT, THE BIDDER SHALL NOT SHIP THE GOODS ON THIS PURCHASE ORDER WITHOUT EITHER CABOT WATERWORKS' FINAL INSPECTION OR A WRITTEN WAIVER OF INSPECTION FROM CABOT WATERWORKS. VIOLATION OF THIS REQUIREMENT SHALL CONSTITUTE A REJECTION OF THE GOODS WITH SUBSEQUENT COSTS FOR RETURN OR OTHER ACTION AS WARRANTED AGAINST THE ACCOUNT OF THE BIDDER.

Complete and accurate information is required to maintain the overall schedule. If requested, Bidder shall, as a minimum, furnish every fourteen (14) days, status of engineering, material procurement, production and shipping information.

9. INDEMNITY:

9.1 For and in consideration of the covenants of Cabot Waterworks under this Purchase Order, including the agreement of Cabot Waterworks to pay to Bidder the amounts which may become due and payable in accordance with the terms of this Purchase Order, Bidder hereby agrees to assume the risk of and to release, defend, indemnify and save harmless Cabot Waterworks, the related entities of Cabot Waterworks, and employees and agents and assigns of each (hereinafter "Indemnities") from and against all lost, damage, liability, cost and expense (including without limitation, reasonable attorneys' fees) arising out of any injury (including death) to any person or damage to any property resulting from or in any way connected with the performance of this Purchase Order or the goods furnished hereunder, regardless of whether or not such loss, damage, liability, cost or expense is caused in part by an Indemnity. Neither this Article nor any other provision of this Purchase Order shall be construed in any circumstances to constitute an indemnification against any loss, damage, liability, cost or expense caused solely by the negligence of such Indemnity. The indemnity obligations in this Purchase Order shall be deemed to be modified as required to exclude indemnification which is expressly prohibited by applicable statute or law. All obligations of this Purchase Order shall otherwise be enforced to the extent permitted by law.

9.2 Bidder acknowledges specific payment of ten dollars (\$10) incorporated into the purchase price as legal consideration of Bidder's indemnity under this Article 9.2 and all other indemnities as maybe provided in this Purchase Order.

10. DELAYS: TIME OF DELIVERY IS OF THE ESSENCE FOR THIS PURCHASE ORDER. Bidder shall promptly notify Cabot Waterworks of any actual or anticipated delay in delivery and take all reasonable steps to avoid or end delays without additional cost to Cabot Waterworks. Where the delay is caused by act of God, acts of civil or military authority, epidemics, war, riot, strikes or other similar causes beyond Bidder's control and which Bidder could not have reasonable foreseen or provided against, Cabot Waterworks shall have the right to either (i) terminate by written notice to Bidder all or part of this Purchase Order in accordance with its terms or (ii) extend the date of delivery or performance for a period equal the duration of the delay, but Bidder shall not be entitled to any extra compensation for such delay. Bidder shall not be excused from performance hereunder where alternate sources of supply of materials, good or services are available.

11. ASSIGNMENT: Neither this Purchase Order nor any portion hereof shall be assigned or delegated without Cabot Waterworks' prior written consent, any such assignment or delegation shall void this Purchase Order. Cabot Waterworks reserves the right to assign this Purchase Order to successors or assigns or to Cabot Waterworks' affiliates.

12. CHANGES: Cabot Waterworks shall have the right by written direction to make changes in the specifications and drawings for goods or services covered by this Purchase Order. If Bidder believes that such change affects the price or delivery date for such goods or services, Bidder shall so notify Cabot Waterworks in writing (with adequate supporting documentation) within five (5) calendar days after receipt of said written direction. Bidder shall suspend performance of the charge unless thereafter released in writing by Cabot Waterworks to perform said change and Cabot Waterworks and Bidder shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. Bidder's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) calendar days after Bidder receives direction to make such changes. Bidder shall not suspend performance of the unaffected portion of this Purchase Order while Cabot Waterworks and Bidder are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by Cabot Waterworks. If released in writing by Cabot Waterworks, Bidder shall comply with and perform such change in accordance with the terms of this

Purchase Order during the time Bidder and Cabot Waterworks require to mutually agree upon an equitable adjustment. No substitutions shall be made in this Purchase Order without the prior written authority of Cabot Waterworks. No agreement or understanding modifying the conditions or terms of this Purchase Order shall be binding upon Cabot Waterworks nor will extra compensation be paid by Cabot Waterworks unless the agreement or understanding is made in writing.

13. CANCELLATION FOR DEFAULT: In the event Bidder shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Bidder's insolvency, or in the event Bidder is in default of any provision or requirement of this Purchase Order, Cabot Waterworks may, by written notice to Bidder, without prejudice to any other rights or remedies which Cabot Waterworks may have, cancel further performance by Bidder under this Purchase Order. In the event of such cancellation, Cabot Waterworks may complete the performance of this Purchase Order by such means as Cabot Waterworks selects, and Bidder shall be responsible for any additional costs incurred by Cabot Waterworks in so doing. Bidder shall deliver or assign to Cabot Waterworks any work in progress as Cabot Waterworks may request. Any amounts due Bidder for goods and services completed by Bidder in full compliance with the terms of this Purchase Order prior to such cancellation shall be subject to setoff of Cabot Waterworks' additional costs of completing the Purchase Order and other damages incurred by Cabot Waterworks as a result of Bidder's default. Waiver by Cabot Waterworks of any default of Bidder shall not be considered to be a waiver by Cabot Waterworks of any provision of this Purchase Order or of any subsequent default by Bidder.

14. TERMINATION FOR CONVENIENCE: Cabot Waterworks shall have the right to terminate for its convenience further performance of all or any separable part of this Purchase Order at anytime by written notice to Bidder. On the date of such termination stated in the notice, Bidder shall discontinue all work pertaining to this Purchase Order, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work both in Bidder's and in its suppliers' plants pending Cabot Waterworks' instructions and shall dispose of same in accordance with Cabot Waterworks instructions. Termination payment to Bidder or refund to Cabot Waterworks, if any, shall be promptly and mutually agreed to by Cabot Waterworks and Bidder, based on that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, plus reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by Cabot Waterworks, disposition of work and material on hand, and amounts previously paid by Cabot Waterworks. Bidder shall not be entitled to any lots of prospective profits, contribution to overhead or incidental, consequential or other damages because of such termination.

Bidder shall deliver or assign all goods with all applicable warranties or dispose of goods as directed by Cabot Waterworks prior to final payment.

15. LAWS AND REGULATIONS: Bidder warrants that all goods and services supplied pursuant to this Purchase Order will comply with all applicable laws, ordinances and regulations, and further Bidder shall provide all permits, certificates and licenses which may be required for the performance of the Purchase Order. This Purchase Order shall be subject to the law and jurisdiction of the State of Arkansas unless expressly designated otherwise in this Purchase Order.

Bidder further warrants that all goods furnished by Bidder in performance of this Purchase Order will comply fully with the Occupational Safety and Health Act of 1970(54 U.S. Stat. 1590), as amended, and State plant approved under such Act, and the regulations there under, to the extent applicable to such equipment, and in addition to any other rights or remedies which Cabot Waterworks may have, Bidder shall indemnify, defend and hold harmless Cabot Waterworks from and against any and all claims, loss, or liability arising from failure of such goods to comply therewith.

16. MECHANICS' LIENS: Bidder agrees to indemnify, hold harmless and defend Cabot Waterworks from and against all laborers', materialmen's and/or mechanics' liens arising from the performance of Bidder's obligations under this Purchase Order and shall keep the premises of Cabot Waterworks free from all such claims, liens, and encumbrances. Bidder for itself and all of its Contractors and suppliers of any tier, waives all rights of lien against the property and premises of Cabot Waterworks for labor performed or for goods furnished for the Work.

17. SUSPENSION OF PERFORMANCE: Cabot Waterworks may at any time, and from time to time, by written notice to Bidder, suspend further performance of all or any portion of this Purchase Order by Bidder. Such suspensions shall not exceed more than one hundred eighty (180) consecutive calendar days each nor aggregate more than two hundred seventy (270) calendar days. Upon receiving any such notice of suspension, Bidder shall promptly suspend further performance of the Purchase Order to the extent specified, and during the period of such suspension shall properly care for and protect all work in progress and materials, supplies, and equipment Bidder has on hand for performance of the Purchase Order. Bidder shall use its best efforts to utilize its material labor and equipment in such a manner as to mitigate costs associated with suspension. Cabot Waterworks may at any time withdraw the suspension as to all or part of the suspended performance by written notice to Bidder specifying the effective date and scope of withdrawal, and Bidder shall, on the specified date of withdrawal, resume diligent performance of the work for which the suspension is withdrawn.

If Bidder believes that any such suspension or withdrawal of suspension justifies modification of the Purchase Order price or time for performance, Bidder shall comply with the provisions set forth in Article 12, entitled CHANGES. In no event shall Bidder be entitled to any loss of prospective profits, contributions to overhead or any incidental, consequential or other damages because of such suspensions or withdrawals of suspension.

18. INDEPENDENT CONTRACTOR: Bidder shall act as an Independent contractor and not as an agent or employee of Cabot Waterworks and shall not contract any portion of the work without the written Content of Cabot Waterworks.

19. GRATUITIES: Cabot Waterworks may, by written notice to the Bidder, terminate the right of the Bidder to proceed or continue under this Purchase Order if it is found that gratuities, (in the form of entertainment, gifts, or otherwise), were offered or given by the Bidder, or any agent or representative of the Bidder to any officer or employee of Cabot Waterworks with a view toward securing this Purchase Order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of this Purchase Order.

In the event this Purchase Order is terminated as provided in this provision, Cabot Waterworks shall be entitled to pursue the same remedies against the Bidder as it could pursue in the event of a breach of the Purchase Order by the Bidder. The rights and remedies of Cabot Waterworks provided in this or any other article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order

20. CONFIDENTIAL INFORMATION: The Documents and all other Information designated as confidential or proprietary and contents thereof are referred to as "Information." Bidder agrees to retain the Information in confidence and not to disclose it to any third party or use such Information for any other purpose, except as authorized by Cabot Waterworks for the performance of this Purchase Order. Bidder shall not publicize the existence or scope of this Purchase Order without Cabot Waterworks written consent. Bidder shall require these same agreements on the part of any sub-supplier to whom the Information is disclosed. Bidder shall return all Information and copies therefore to Cabot Waterworks upon written request.

21. HAZARDOUS MATERIALS: Bidder shall notify Cabot Waterworks in writing upon receipt of Purchase Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, to regulations governing hazardous wastes, or to any other environmental or safety and

health regulations. Bidder shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by Cabot Waterworks' non-technical personnel and sufficiently specific to identify all action which the user must take concerning the material. The following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to any applicable transportation regulations."

22. **VALIDITY OF PROVISIONS:** Is the event any Provision, or any part or portion of any Provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that Provision, or any other Provision hereof.

23. **ARBITRATION:** In the event that Cabot Waterworks is required to arbitrate a dispute with a third party, which dispute arises out of this Purchase Order or is in any way connected with Bidder, Bidder agrees to join in such arbitration proceeding as Cabot Waterworks may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

24. **RIGHT TO OFFSET:** Cabot Waterworks, without waiver or limitation of any rights or remedies of Cabot Waterworks, shall be entitled from time to time to deduct from any amounts due or owing by Cabot Waterworks to Bidder in connection with this Purchase Order (or any other Purchase Order or Contract with Cabot Waterworks), any and all amounts owed by Bidder to Cabot Waterworks.

25. **SECURITY.** If Cabot Waterworks makes any advance or progress payment to Bidder under the Purchase Order, upon Cabot Waterworks request, Bidder agrees to execute a Security Agreement and Financing Statement (both in form satisfactory to Cabot Waterworks) granting a Security interest to Cabot Waterworks effective in all States of fabrication or manufacture, in the proceeds, raw materials and goods which are purchased, manufactured, or otherwise obtained pursuant to the Purchase Order. **WHEN THIS ORDER COVERS THE SUPPLYING OF SERVICES OR SERVICES AND MATERIALS ON CONSTRUCTION PREMISES, IT IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS, ARTICLES 26 AND 27, INCLUSIVE.**

26. **INSURANCE:**

26.1 The insurance requirements the bidder must meet, if any, on this project are identified in the Terms and Conditions of Bidding and Statement of Compliance form. The bidder's required coverage's are indicated by a check mark in the left column on the compliance form. Bidders are to indicate their compliance by checking in the right column the coverage's for which a certificate is provided and attach the certificates.

27. **SAFETY AND HEALTH REGULATIONS:** While on the premises of Cabot Waterworks, Bidder and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with the safety, health and plant regulations of Cabot Waterworks, and shall ensure that all of its employees and agents have a safe place of work on said premises. Bidder shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use. Upon request of Cabot Waterworks, and at no cost or expense to Cabot Waterworks, Bidder shall promptly remove from said premises any person under the control of Bidder who violates any of the aforesaid safety, health, or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to Cabot Waterworks.

HAZARDOUS AND TOXIC SUBSTANCES DISCLOSURE REQUIREMENTS

Hazardous and Toxic Substances Disclosure Requirements

The Occupational Safety and Health Act (OSHA) of 1970, and OSHA regulation 29 CFR 1910.1200 contain hazardous and toxic substances reporting requirements. Bidder shall be required to provide the following documents, as applicable, to Cabot Waterworks at the time of the purchase order award, if possible, but not later than ten (30) days thereafter. A copy of the Material Safety Data Sheet, Form OSHA-20 or equivalent, must accompany each shipment of hazardous or toxic substances to the Cabot Waterworks. The following documents may be required for more than one item within the purchase order.

Material Safety Data Sheet, Form OSHA-20

The Material Safety Data Sheet, Form OSHA-20 or equivalent, is required for each material containing a chemical substance which: (i) is regulated by any Federal law or rule, (ii) is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances, (iii) testing has yielded positive evidence of an acute or chronic health hazard, or (iv) has a Material Safety Data Sheet available to the Bidder indicating that the material may pose a hazard to human health.

AND/OR

Bidder Disclaimer Statement

Bidder may alternatively submit a disclaimer statement set forth below:

HAZARDOUS AND TOXIC SUBSTANCES DISCLAIMER	
<p>The Bidder hereby swears or affirms that the material furnished on this purchase order does not, to its best knowledge, contain any toxic substances or harmful physical agents as defined under 29 CFR 1910-1200. In the event Bidder discovers that such hazardous and toxic substances or agents are to be supplied, an appropriate Material Safety Data Sheet, Form OSHA-20 or equivalent, shall be immediately supplied to the Cabot Waterworks.</p>	
<p>_____</p> <p>Company</p>	
<p>_____</p> <p>Signature of Company Officer</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Title</p>	

Noncompliance

Bidder assumes all responsibility for its failure to supply Cabot Waterworks a completed Material Safety Data Sheet, Form OSHA-20 or equivalent, or a Bidder Disclaimer Statement, as applicable.

Change Orders

Change orders which increase or decrease quantities or cancel items, do not require the Bidder to submit additional Material Safety Sheets, Form OSHA-20 or equivalent, or Disclaimer Statements. However, Bidder shall submit a new Material Safety Data Sheet, Form OSHA-20 or equivalent, or a new Disclaimer Statement for all items which are revised or added by a change order within ten (10) days after receipt of the change order unless waived in writing by the Cabot Waterworks.

Cabot Waterworks Bid Form

<u>Bid</u> Item	<u>QTY</u>	<u>Unit</u>	<u>Size</u>	<u>Description</u>	<u>Description 2</u>	<u>Cost Each</u>	<u>Total</u>
1	1	each	24 X 8"	Tap Sleeve all Stainless Steel	JCM 432 (FOR DI PIPE)		
2	1	each	12 X 6"	Tap Sleeve all Stainless Steel	JCM 432 OD 1310 (FOR DI PIPE)		
3	3	each	6"	Gasket and bolt Kits Stainless bolts	Full face gaskets 1/8"		
4	1	each	8"	Gasket and bolt Kits Stainless bolts	Full face gaskets 1/8"		
5	10	each	6"	Valves Gate RSV	MjxMJ OL 2" Op nut		
6	1	each	6"	Tap valve Gate RSV OL	FlgxMJ OL 2" Op nut		
7	1	each	8"	Tap valve Gate RSV OL	FlgxMJ OL 2" Op nut		
8	3	each	2"	Valve Gate RSV OL	FMIPT (TBE) OL 2" Op nut		
9	8	each	6"x13"	Swivel Adapter	Solid x Swivel MJ		
10	15	each	5-1/4x36"	Valve Boxes Complete	51/4x36"(TYLER T-562s)		
11	15	each	5-1/4"	Valve Boxes Centering Rings	Multi-Fit 9001 Blue		
12	4	each	2"	Union PJ (PVC) x MIPT	Ford C77-77 NL		
13	10	each	6 x 1"	Service Saddles all stainless	FS313-690-CC4		
14	11	each	8x 1"	Service Saddles all stainless	FS313-905-CC4		
15	5	each	3x 1"	Service Saddles all stainless	FS313-350-CC4		
16	26	each	1"	Corporation Stop PJ (CC x CTS)	F1000-4		
17	3	each	6X6X6	Tee x swivel (Hyd tee)	6" MJx6" MJx6" MJ Swivel		
18	4	each	8x8x6	Tee x swivel (Hyd tee)	8" MJx6" MJx6" MJ Swivel		
19	3	each	2"	Blow Off	Main Guard Model 77 Horizontal Fmipt		
20	3	each	3"x2"	Tapped Cap (MJ x 2" FMIPT)	AWWA C153		
21	6	each	2"x12"	Nipple Brass	TBE (Threaded Both Ends) NL		
22	3	each	2"	Mega Lug for PVC IPS	Meets or exceeds ASTM F1674		
23	2490	each	8"	Pipe PVC C900 (Cabot Spec)	SDR18 9.05 C900 w/gasketed Bell		
24	1254	FT	6"	Pipe PVC C900 (Cabot Spec)	SDR18 6.90 C900 w/gasketed Bell		
25	810	FT	3"	Pipe PVC C900 (Cabot Spec)	SDR21 CL200 3.50 W/gasketed bell		
26	900	FT	1"	Pipe Multiplex PEX DR9 160psi blue	100' coils CTS OD		
27	200	FT	2"	Pipe PVC Sch40 Heavy Wall	Sch40 With Solid Weld Bell (Glue Bell)		
28	7	each	5-1/4"x3.5	Fire Hydrants Cabot Spec	(Factory painted Safety Yellow)		
29	5000	FT	12 GA	Trace Wire (500' Rolls)	Blue, Solid Copper 12 GA		
30	5	each	2"x1000'	Burry Tape	Magnetic Blue 2"x1000'		
31	400	each	3/4"x4"	T-Bolts & Hex Nuts	Core Blue SS Bolts and nuts		
32	21	each	Single	Meter Boxes Complete w/ Lid	Single Meter Box (DFW 1017-10-BODY AF1MP)		
33	21	each	1"x5/8"x3/4	Single Setter (1" PJ (CTS)x5/8x3/4DP)	Single Meter Set (FORD-VB72-7W-41-43NL)		
34	21	each	3/4x12"	Nipple Sch80	Sch80 (Threaded Both Ends)		
35	21	each	3/4"	Cap Sch40	Sch40 FMIPT		
36	4	each	8"	Mega Lug Bell Restraint 1900 Series	Mega part 1908 series (Bell Harness) Astm F1673		
37	17	each	6"	Mega Lug Bell Restraint 1900 Series	Mega part 1906 series (Bell Harness) Astm F1674		
38	4	each	3"	Mega Lug Bell Restraint 6500 Series	Mega part 6503 (Bell Harness for IPS)		
39	3	each	6x3"	Reducer Plane 6" x 3" Mj	AWWA C153 (Plane x small end MJ)		
40	6	each	6"	Bend 45 degree MJxMJ	AWWA C153		
41	2	each	6"	Bend 90 degree MJxMJ	AWWA C153		

Cabot Waterworks Bid Form

<u>Bid</u> <u>Item</u>	<u>QTY</u>	<u>Unit</u>	<u>Size</u>	<u>Description</u>	<u>Description 2</u>	<u>Cost Each</u>	<u>Total</u>
42	3	each	3"	Mega Lug (Fitting Restraint)	(For PVC IPS Od 3.50)		
43	34	each	6"	Mega Lug (Fitting Restraint)	(For PVC C900 OD 6.90)		
44	3	each	6"	Mega Lug (Fitting Restraint)	(For DI 6.90 OD)		
45	2	each	8"	Mega Lug (Fitting Restraint)	For PVC C900 OD 9.05		
46	3	each	3"	Gaskets MJ Transion	FOR 3.50 OD		
47	48	each	6"	Gaskets MJ Standard	FOR 6.90 OD		
48	8	each	8"	Gaskets MJ Standard	FOR 9.05 OD		

Sub-Total _____

Sales Tax _____

Freight _____

Bid Total _____

Business Name: _____

Business Address: _____

Signature: _____

Printed: _____

Phone (Business Office and Cell): _____