

**OSAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
INVITATION FOR BID (IFB)**

**IFB NO.
8967**

BID OPENING: NOT LATER THAN 2:00 P.M., LOCAL TIME, TUESDAY, June 30th, 2015

SEALED BID RESPONSES are invited to be delivered to the District at the said hour and date for the following articles or services and under the conditions stated below. Bid response shall be submitted to either of the following addresses:

For Special Delivery or Hand Delivery:
Purchasing Division
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
300 Lakeside Drive, 17th Floor
Oakland, CA 94612-3534

or

By U.S. Mail
Purchasing Division
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
P.O. Box 12688
Oakland, CA 94604-2688

Refer questions to: Robert Cifelli, Buyer Tel. No.: (510) 464-6357 **THIS IS NOT AN ORDER!**

Email: rcifell@bart.gov

ADVERTISED DATE: June 4th, 2015

RC

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	BIDDERS USE THIS COLUMN FOR PRICING
1	72,000	FT	<u>Cable, Traction Power, 34.5 kV</u> ITEM TOTAL FROM PAGE 2: The Item total is provided by the Bidder for the convenience of the District. The District will, however, recalculate the Item Total and award the Contract on the basis of the Unit Price bid. Should there be a discrepancy between the Item Total and Unit Price, Unit Price will govern.	\$ <u>795,600⁰⁰</u>

Submission of a bid constitutes bidder's acceptance of the General Provisions and Special Provisions contained herein, as well as the Contract Documents, which include all documents listed in the Table of Contents of this IFB.

DELIVERY: BART
LOCATION: 951 Whipple Rd
Union City, CA 94587

F.O.B Point DESTINATION
Name (Print) Joe Helfrich
Signature [Signature]
Company One Source Dis.
Address 2001 MARINA BLVD.
City SAN LEANDRO
State CALIF Zip Code 94577
Email j.helfrich@1sourcedist.com
Fax No. 510-635-7843 Tel. No. 510-912-3988

Submit proposal on Bid Form.
DO NOT INCLUDE excise or sales taxes in price.

**SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	BIDDERS USE THIS COLUMN FOR PRICING	
				Unit Price	Item Total
1	72,000	Ft.	Cable, Traction Power, 34.5Kv EPR per Specifications "Traction Power Cables" Release- R3.0, dated January 2013. <i>OKONITE CABLE</i>	<u>\$11.05</u>	<u>\$795,600⁰⁰</u>

ONE SOURCE DIST
(Company Name)

Buy America Certification Instructions.

Buy America Requirements. This Contract is subject to the "Buy America" requirements 49 USC § 5323(j), and 49 CFR Part 661, as may be amended from time to time, and applicable federal regulations. The following is a general summary of the "Buy America" provisions. It does not relieve the Bidder of the responsibility to comply with official interpretations of the cited statutes or any other governing regulation on the subject:

- A. All iron, steel and manufactured products used in this Contract must be produced in the United States unless an exception is granted by the Federal Transit Administration (FTA) or Paragraph D below applies.
- B. The Bidder whose Bid exceeds \$100,000 must execute the appropriate "Buy America" certification in the Bid Documents. Failure to do so will make the Bid non-responsive. **The two signature blocks on the Buy America Certificate(s) are mutually exclusive. Bidder shall sign only one signature block on the Certificate. Signing both signature blocks will make the Bid non-responsive.** A false certification is a criminal act in violation of 18 USC 1001.
 1. The Bidder who has submitted an incomplete "Buy America" certificate or incorrect certificate of non-compliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and non-compliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) Days of Bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Bidder will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Bidder will simultaneously send a copy of this information to the District Secretary.
 2. The FTA Chief Counsel may request additional information from the Bidder, if necessary. The District may not make Contract Award until the FTA Chief Counsel issues his/her determination, except as provided in 49 CFR Part 661.15(m).
 3. Certification based on ignorance of proper application of the "Buy America" requirements is not an inadvertent or clerical error.
- C. A waiver from the "Buy America" provisions will be sought by the District from the FTA if the grounds for a waiver exist. The Bidder seeking a waiver must submit to the District a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the "Buy America" provisions may be granted if the FTA determines that:
 1. Their application would be inconsistent with the public interest;
 2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.
- D. In the case of the procurement of rolling stock (including train control, communication and traction power equipment), Paragraph A above does not apply if the cost of components which

are produced in the United States is more than 60 percent of the cost of all components and final assembly takes place in the United States.

- E. Any party may petition the FTA to investigate a successful Bidder's compliance with the "Buy America" certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines the evidence indicates noncompliance, the FTA will require the District to initiate an investigation. The successful Bidder has the burden of proof to establish compliance with its certification. If the successful Bidder fails to so demonstrate compliance, the successful Bidder will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

BUY AMERICA CERTIFICATE

Certification requirement for procurement of steel, iron, or manufactured products.

(Submit with Bid)

(Bidder's attention is directed to Special Provision A. This Buy America Certificate shall be executed by Bidder whose Bid exceeds \$100,000 and submitted with the Bid. Failure to do so will make the Bid non-responsive.)

NOTE: The two signature blocks below are mutually exclusive: Bidder shall sign only one signature block for either the Certificate of Compliance or the Certificate of non-Compliance. Signing both signature blocks shall make the Bid non-responsive.

Certificate of Compliance With 49 USC § 5323(j)(1)

The Bidder hereby certifies that it will comply with the requirements of 49 USC § 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date JUNE 30, 2015

Signature [Handwritten Signature]

Company Name ONE SOURCE DIST.

Title Acc Rep.



WARNING!!! BIDDER SHALL SIGN ONLY ONE CERTIFICATE - EITHER THE CERTIFICATE OF COMPLIANCE ABOVE OR THE CERTIFICATE OF NON-COMPLIANCE BELOW. SIGNING BOTH CERTIFICATES SHALL MAKE THE BID NON-RESPONSIVE.

Certificate of Non-Compliance With 49 USC § 5323(j)(1)

The Bidder hereby certifies that it cannot comply with the requirements of 49 USC § 5323(j)(1), but it may qualify for an exception to the requirements pursuant to 49 USC § 5323(j)(2)(B) or (j)(2)(D) and applicable regulations in 49 CFR Part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

(Applicable to Suppliers and Subsuppliers of any tier seeking a Subcontract exceeding \$100,000.
Bidder's attention is directed to Special Provisions A 1.12.)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS**
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689. You may contact the District's Procurement Department, email rcifell@bart.gov, for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List by contacting the District's Procurement Department, email rcifell@bart.gov, for assistance.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

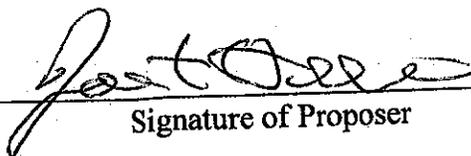
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date: June 30, 2015

Joe F. Helfrich
Name of Proposer

By: 
Signature of Proposer

Joe F. Helfrich Acc. Rep
Print Name and Title of Person Signing

(Bidder's attention is directed to Special Provisions A 1.22 of the Contract, Certification Regarding Lobbying. The Certification shall be executed by the Bidder and by applicable Subcontractors or Subsuppliers of any tier receiving an amount in excess of \$100,000 and submitted by the Bidder either with the Bid or within the time frame specified in the Instructions to Bidders or before commencement of Subcontract work, as specified in the Instructions to Bidders.)

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ONE Source DIST
Name of Firm

By: Joe F. Heilmann
Please print name of signator:

[Signature]
Title: Acc Rep

DESIGNATION OF SUBSUPPLIERS, DBEs, AND SBEs FORM

All first-tier Subsuppliers to be used must be listed on this form regardless of dollar value of each transaction.

To assist the District in evaluating DBE and SBE participation, Bidder shall list on this form the name and address of all first-tier Subsuppliers to whom Bidder proposes to subcontract. Bidder shall indicate description, and total dollar amount of the portions of the work or services subcontracted.

In the columns provided for DBE and for SBE designation, indicate if the Subcontractor listed is a DBE and/or an SBE as defined in the Special Provision B.

Attach additional copies of this form if more space is needed and paginate the forms (i.e., Page ___ of ___).

Name and Address	DBE (Check if DBE) and Insert DBE Cert. No.	SBE (Check if SBE) and Insert SBE Cert. No.	Description of Portion of Work or Services Subcontracted	Total Dollar Amount of Subcontracted Work or Services
I. All first-tier Subsuppliers (DBEs, Non-DBEs, and SBEs).				
Name: _____ _____ Address: _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		
Name: _____ _____ Address _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		
Name: _____ _____ Address _____ _____	DBE Cert. No. _____	SBE Cert. No. _____		

Name and Address	DBE (Check if DBE) and Insert DBE Cert. No.	SBE (Check if SBE) and Insert SBE Cert. No.	Description of Portion of Work or Services Subcontracted	Total Dollar Amount of Subcontracted Work or Services
II. Subsuppliers who are: Manufacturers (100% credit).				
Name: _____ _____ Address: _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		
Name: _____ _____ Address: _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		
Name: _____ _____ Address: _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		
Name: _____ _____ Address: _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		

Name and Address	DBE (Check if DBE) and Insert DBE Cert. No.	SBE (Check if SBE) and Insert SBE Cert. No.	Description of Portion of Work or Services Subcontracted	Total Dollar Amount of Subcontracted Work or Services
III. Subsuppliers who are Regular Dealers: (If DBE or SBE Regular Dealers (60% credit). See Special Provision B 1.1.3 D.3 for definition of Regular Dealer).				
Name: _____ _____ Address: _____ _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		
Name: _____ _____ Address: _____ _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		
Name: _____ _____ Address: _____ _____ _____ Phone Number: _____	DBE Cert. No. _____	SBE Cert. No. _____		

BIDDERS DBE AND SBE QUESTIONNAIRE

Is Bidder a DBE?
(See Special Provisions
B 1.1.1 for definition of DBE)

YES NO

CUCP Certified?

YES NO

If YES, enter Certification Date: _____

Is Bidder a BART Certified SBE?
(See Special Provisions B for definition of SBE)¹

YES NO

If YES, enter Certification Date: _____

Is Bidder a Joint Venture with DBE or SBE Partners?

YES NO

If YES, are Joint Venture Forms attached?

YES NO

Percentage (%) of DBE or SBE participation in joint venture: 0 %

¹ If the Bidder is a joint venture, only the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work that is performed solely by the DBE's or SBE's own forces can be counted toward DBE or SBE participation. If the work is not clearly delineated between the DBE and/or SBE and the joint venture partner, only the portion of the work equal to the DBE's and/or SBE's percentage ownership interest in the joint venture will be counted. See Special Provisions B 1.1.3



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878

QUOTATION PREPARED FOR:
ONE SOURCE DISTRIBUTORS
DAVE CATHCART

OKONITE REFERENCE: 61-50503-002

CUSTOMER
REFERENCE: BART RFB 8967

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE 1000 FT
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PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION
IN ACCORDANCE WITH ITEM EXPIRATION DATE.

PRICE QUOTED IS VALID THROUGH 12/31/15 SUBJECT TO
METALS ESCALATION/DE-ESCALATION.

PRICE QUOTED FOR MNUFACTURED SPECIALS ARE BASIS
ONE (1) RELEASE TO MAKE & SHIP QUANTITIES QUOTED.

OKONITE WILL MANUFACTURE THE CABLE IN MASTER REELS
AND BILL AND HOLD OUT OF OUR SANTA MARIA PLANT.
CUSTOMER IS RESPONSIBLE TO ACCEPT 100% OF LENGTHS
MANUFACTURED.

ALL CABLE MUST SHIP WITHIN 180 DAYS OF ISSUANCE OF
THE BILL AND HOLD.

CUSTOMER MUST MAKE EVERY EFFORT TO PROVIDE CUTS
THAT RESULT IN TRUCKLOAD SHIPMENTS FROM FACTORY.

CUSTOMER MUST PROVIDE OKONITE WITH CUTS EQUAL TO
100% OF A MASTER LENGTH. WE WILL NOT HANDLE MASTER
REELS MULTIPLE TIMES.

CUSTOMER MUST ACCEPT 100% OF EVERY LENGTH. WE ARE
NOT RESPONSIBLE FOR SCRAP.

WE CAN PROVIDE A COPY OF AN INSURANCE POLICY TO
VERIFY CABLE IS COVERED WHILE STORED AT OUR
FACILITY.

001	72,000'	1/C 250 CLASS B COPPER C-RD -SS- 420 OKOGUARD EPR - 024 SC EPR - 005 COPPER TAPE - 15 X #14 SOLID COPPER CONC	2269	178235
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EXPIRES
9/22/15



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878

WIRES - DW TAPE - 080
OKO-CLEAR TP - SEQ PRINT -
35KV CT USE
SERIAL NUMBER = 83314

METAL WEIGHT LBS PER 1000 FT:
COPPER 1073

METAL BASE: (SEE BASIS IN ESCALATION SECTION)
COPPER 2.645500

SPECIAL MANUFACTURED ITEM

APPROX O.D. INCHES 1.815

OKONITE PRODUCT CODE: 115-23-3610

REELS:

14 @	5000	90X54X48 NR	(REEL WIDTH 62.5)
1 @	2000	72X36X36 NR	(REEL WIDTH 44.0)

SPECS:

INVITATION FOR BID 8967

AVAILABILITY: 12-14 WEEKS

CLARIFICATION:

WE OFFER IEEE 1202 FLAME TESTING FOR ENGINEERING
INFO ONLY IN THE EVENT OF AN ORDER.

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FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES
WILL APPLY FOR LENGTHS 500 FEET OR LESS.

F.O.B. SHIPPING POINT

TERMS: NET 30 DAYS

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +0%
PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS
OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

* ATTACHED FILE ENTITLED *
* OKONITE-TERMS-AND-CONDITIONS.PDF, *
* FORM PART OF THIS QUOTATION. *

THE OKONITE COMPANY



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII. SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT IS ALLOWED.

ESCALATION:

PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMPLETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE. ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN. ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE, SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:

COPPER: COMEX PER NY TIMES/WALL STREET JOURNAL, CURRENT MONTH SETTLE PRICE, PREVIOUS DAY CLOSING.
ALUMINUM: METALS WEEK - INGOT.
LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.
STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)



Terms and Conditions of Sale

1. ACCEPTANCE

This document is not an expression of acceptance or confirmation of any terms or conditions contained in Purchaser's request for quotation or similar document. Seller's offer set forth herein to supply products to Purchaser is conditioned upon Purchaser's assent to all of the terms and conditions contained herein. Purchaser's assent shall be deemed to have been given in any one or more of the following ways: (i) the submission by Purchaser of a purchase order with respect to any one or more of the products enumerated herein notwithstanding the inclusion of additional or inconsistent terms thereon all of which are hereby rejected; (ii) the submission by Purchaser to Seller of any instructions relating to the products; (iii) acceptance by Purchaser of the products; (iv) any other conduct by Purchaser consistent with the existence of an agreement whereby Seller is to supply products on the terms and conditions stated herein.

2. QUANTITIES

The prices, deliveries and reels listed in this quotation are based on the quantities indicated. If the quantities ordered, or released for production, or the number of reels required, differ from those listed, we reserve the right to revise our quotation accordingly.

3. LENGTHS

If lengths longer than those quoted, or exact lengths, with no tolerance are ordered, price revision may be required.

4. ACCEPTANCE PERIOD

Prices quoted herein unless otherwise specified must be accepted within 30 days. After 30 days, or in the event of a Declaration of War or a National Emergency, prices are immediately subject to renegotiation.

5. SALES AND SIMILAR TAXES

These prices do not include sales, use, excise or similar taxes, consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sales of the products hereunder shall be paid by the Purchaser.

6. FACTORY ACKNOWLEDGMENT

All orders are subject to written acceptance at our factory. Once an order is accepted by Seller, and in production, changes or cancellations may be subject to a charge for the work performed.

7. RISK OF LOSS

Products shipped at Purchaser's risk where terms are F.O.B. shipping point - not insured unless so ordered.

8. INSPECTION and SHIPPING RELEASE

(Except Paper Power Cable) If this quotation results in an order which is released by the Purchaser for processing, the Purchaser agrees to inspect and/or release the products for shipment within thirty (30) days after receipt of notification from Seller that processing of products has been completed. If the Purchaser does not release the products for shipment within said (30) thirty days, Seller reserves the right to invoice the Purchaser for the products. Seller further reserves the right to invoice the Purchaser and additional charge for storage at 1% of the selling price per month effective thirty (30) days after notifying the Purchaser that processing has been completed.

9. DELAY

Seller shall not be liable for any delay in performance or in the delivery or shipment of products hereunder or for any damages suffered by Purchaser by reason of such delay, when such delay is directly or indirectly, caused by or in any manner arises from fires, floods, accidents, riots, mobilizations, war, rebellions, revolutions, blockades, hostilities, governmental regulations, requirements, restrictions or interference, embargoes, strikes, lockouts, differences with workmen or other industrial disturbances, inadequate transportation facilities or other difficulties, shortages of labor, fuel, material supplies or power, or any other cause or causes (whether or not similar in nature to any of those herein before specified) beyond Seller's control. This order shall be deemed to be suspended so long as any such causes prevent or delay the execution. Seller agreeing to make and Purchaser to accept deliveries whenever such causes have been remedied. Seller's delivery date is its best estimate and Seller shall endeavor to deliver by such date, however, such date shall not limit or commit Seller to deliver by such date.

10. REELS

Non-returnable type reels are used whenever possible. When cable must be shipped on returnable type reels, they are not included in price of cable, but are charged separately and shall be paid at the amount charged, net thirty (30) days, without discount. If such reels are returned to the point of origin or other specified location in good condition, freight collect, a percentage of the deposit will be refunded according to the terms below:

Time from Date of Invoice	Percent of Refund
0 - 1 years	100%
1 - 2 years	75%
Over 2 years	Contact Okonite to arrange partial refund.

The toll free number to call for reel return instructions is (800) 631-7188. Any such reels requiring repairs will be accepted at the option of Seller, in which case a reasonable charge for repair will be deducted from the amount of the refund. No credit will be allowed for return of wood lagging.

11. WARRANTY AND LIMITATION OF LIABILITY

(a) **WARRANTIES:** Seller hereby extends the following warranties, subject in each case to the remedy and limitations set forth respectively in subparagraphs (b) and (c) below:

(i) For Paper Power Cable Only

All of Seller's paper power cable is manufactured and tested in accordance with the A.E.I.C. Impregnated Paper Insulated Cable Specifications in effect at the date hereof.

Seller agrees to replace (supply new cable) for (1) any length of cable found defective in material or workmanship during the installation of the cable or (2) any length of cable failing during normal and proper use within one year of the date of placing in service which shows defects in materials or workmanship, provided in each case that immediate written notice of such failure is given to the manufacturer and that he is given all reasonable opportunity to inspect such failure.

The date of placing in service is to be interpreted as the date on which operating voltage was first applied, but in no case shall it be later than six months after the shipment of the cable from the factory or, if shipment is delayed at the request of the purchaser, not later than six months after completion and preparation for shipment.

(ii) For Submarine Cable Only

Owing to the hazards attending the installation and operation of submarine cable, Seller's warranty shall terminate when the cable has successfully met the factory tests prescribed by the specifications under which the cable was manufactured.

(iii) All Other Products

Seller warrants that any products of its own manufacture will be free from defect in materials or workmanship for a two year period commencing with the date of shipment to the Purchaser.

(b) **REMEDY:** Seller will replace any products of its own manufacture which fail to meet the applicable warranty set forth in subparagraphs (a) above. All products which have been replaced by Seller shall become the property of Seller and shall be made available by Purchaser at Purchaser's site.

(c) **LIMITATION OF LIABILITY:** Except as set forth in subparagraphs (a) and (b). NO OTHER WARRANTY OR REMEDY, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS) SHALL EXIST IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE OR USE OF ANY OF THE PRODUCTS DESCRIBED HEREIN. IN ADDITION, SELLER'S WARRANTY DOES NOT COVER AND SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO: (i) Matters not reported to Seller in writing within two years of the date of their shipment by Seller to Purchaser, (ii) Failure or damage due to misapplication, abuse, improper installation, corrosive matter or abnormal conditions of use, (iii) Products which have been altered in any way after leaving Seller's plant, (iv) The fitness of the products sold for the purpose or use intended by Purchaser, (v) Products damaged in shipment or otherwise damaged through no fault of Seller, (vi) Expenses incurred by Purchaser for installation of products prior to discovery of the alleged defect or expenses incurred in an attempt to correct the same, (vii) Expenses incurred by Purchaser for removal of non-conforming products and/or expenses for the installation of replacement products, (viii) Products which are not of Seller's manufacture but Seller will assign to Purchaser any warranties extended by the manufacturer in question, (ix) Commercial loss of any kind including loss of use of Purchaser's facility, interruption, loss of time, inconvenience, liabilities of Purchaser to its customers or other third parties and all other direct or indirect consequential damage, loss, cost or expense, (x) Products which Seller is not afforded a reasonable opportunity to inspect and test after Seller has received notice of alleged defects, (xi) Failure or damage which can not conclusively be proven to have proximately and solely resulted from defect in materials or workmanship.

12. RETURNS

No returns of products accepted unless previously authorized in writing.

13. DEFINITIONS

"Seller" shall refer to The Okonite Company; "Purchaser" shall refer to the person indicated on the face of this form in the space entitled "Quotation Prepared For".

14. UNPAID INVOICES

Seller may refuse to ship any products contemplated herein if Purchaser is delinquent in the payment of any invoices or other indebtedness owing to Seller. A service charge of 1 1/2% per month (18% per annum) will be imposed by Seller on all past due invoices.

15. ESCALATION

Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment as soon as completed. Unless otherwise noted, these prices shall be adjusted only for changes in the price of metals (copper, steel, lead or aluminum), which may occur between the date of quotation and the dates shipments are made.