

MOUNTAIN REGIONAL WATER
Bidding Information Form



General Information

Vendor Name

Nickerson Company Inc.

Today's Date

4/18/2026

Please Check the First (1st) Box Below that Applies to this Payment:

4 Sole Source Procurement

Check all Boxes Below Accurately Describe the Sole Source Purchase:

<input checked="" type="checkbox"/>	Only One Source for Item	Criteria: Compatibility with existing equipment, technology, software, accessories, replacement parts or service
<input type="checkbox"/>	Transitional Costs Unreasonable or Prohibitive	Training, conversion, compatibility, downtime, disruption of service, staff time, installation, ancillary software, hardware, equipment, or construction costs

Chief Procurement Officer Justification:

The cost associated with pump refurbishment is unknown until the pump is disassembled and, at that point, it cannot be taken to another vendor. MRW has extensive experience with 3 local vendors available for this type of work. Nickerson has been selected as a sole source provider based on our experience with them providing competitive pricing and superior workmanship standards compared to the other local vendors.

Check the Box Below that Applies to This Sole Source Purchase:

- The total amount of this purchase is less than \$50,000
 The total amount of this purchase is \$50,000 or More

5 Emergency Procurement

The procurement must be necessary to "avoid harm or risk of harm to the public health, safety, welfare, or property."

Chief Procurement Officer Justification:

6 Funding Mandated Procurements

Chief Procurement Officer Explanation of Vendor Required by Funding Mandate:

7 All Other Procurements

Complete and attach a 'Summary of Bids Form'

Signatures

Name of Person Completing this Form: Sharon M. Kellner

Date: 04/18/2026

Signature: *Sharon M. Kellner*

Chief Procurement Officer: *[Signature]*

Date: 4/18/26

Required for Sole Source and Emergency Procurements, and if Low Bid is not Accepted (see Vendor Quote Form)

Nickerson Company, Inc. Warranty, Terms, and Conditions of Sale

Purchaser: _____

Purchase Order: _____

Description: _____

All orders must be directed to Nickerson Company, Inc., at PO Box 25425, Salt Lake City, Utah 84125, and are subject to Nickerson Company, Inc.'s acceptance.

1. Agreement

These terms and conditions govern the sale of goods by Nickerson Company, Inc. ("Nickerson") to the buyer ("Buyer"). These terms supersede and reject any conflicting terms and conditions submitted by the Buyer, regardless of any statement to the contrary. Exceptions to these terms must be in a written document signed by an authorized officer of Nickerson. No representations have been made except as stated herein. This agreement supersedes all prior communications and negotiations regarding the goods, and Nickerson will furnish only the quantities and items specified on the face of this agreement. Nickerson assumes no responsibility for other equipment or materials shown in any plans or specifications for the project to which the ordered goods pertain. Any action for breach of contract must commence within one year after the cause of action accrues. Prices, discounts, terms, and conditions are subject to change without prior notice.

2. Prices

Unless otherwise stated on the face of this agreement, prices are net F.O.B. Point of Origin. Service time for factory-trained personnel is not included and may be charged separately. Applicable taxes or other government charges on the production, sale, shipment, or use of the goods will be added to the invoice unless the Buyer provides a valid exemption certificate.

3. Warranty and Limitation of Liability

If, within one year from the date of shipment, equipment sold by Nickerson fails to function properly under normal, proper, and rated use due to defects in material or workmanship existing at the time of delivery, and the Buyer promptly notifies Nickerson in writing, Nickerson will, at its option, either inspect the equipment at the Buyer's location or request its return (transportation prepaid by the Buyer) to Nickerson's Salt Lake City plant. Nickerson will then, at its expense, repair or replace the defective equipment or parts F.O.B. to its Salt Lake City plant or issue credit for the defective items. This warranty does not apply to equipment altered or repaired after shipment by anyone other than Nickerson's authorized employees, unless such alteration or repair is made with Nickerson's prior written consent. The Buyer is solely responsible for determining the suitability of the equipment for its intended use. Nickerson is not liable in any way in this respect. Equipment or parts manufactured by others and furnished by Nickerson will be repaired or replaced only to the extent of the original manufacturer's warranty. Nickerson's obligations and liabilities hereunder are contingent upon full payment for the equipment. If the Buyer resells the products, the Buyer will include in its resale contract provisions that limit recoveries against Nickerson in accordance with this section. If Nickerson fails to meet any performance representation, Nickerson may, at our option, remove and reclaim the equipment at its own expense and discharge all liability by refunding to the Buyer all sums received on account of the purchase price. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING NEGLIGENCE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION, OR OPERATION. NICKERSON WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DELAY RESULTING FROM ANY DEFECT WHATSOEVER, AND ITS LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED.

4. Delivery

Delivery, shipment, and installation dates are estimates only and, unless otherwise specified, are calculated from the date Nickerson receives complete technical data and approved drawings, if applicable. Nickerson is not liable for delays caused by carriers, labor difficulties, shortages, strikes, stoppages, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government, weather, or any other causes beyond its reasonable control. Estimated delivery dates will be extended accordingly. Nickerson will not be liable for any damages or penalties whatsoever, whether direct, indirect, special, or consequential, resulting from its failure to perform or delay in performing, unless otherwise agreed in writing by an authorized officer.

5. Operating Conditions and Acceptance

Quotations and recommendations are based on operating conditions specified by the Buyer. If actual conditions differ and adversely affect equipment performance, the Buyer is responsible for the cost of all necessary changes to the equipment. Nickerson reserves the right to cancel the order, and the Buyer will reimburse Nickerson for all costs and expenses incurred. Nickerson reserves the right to refuse any order based on a quotation containing an error. Specifications or charts issued by Nickerson are descriptive only and are not warranties or representations. Nickerson will, upon request, certify the rated capacity of any product. Capacity, head, and efficiency certifications are based on shop tests using clear, fresh water at a temperature not exceeding 85°F. Certifications apply only to this specified rating and do not cover sustained performance or conditions varying from these.

6. Shipping

Unless the Buyer specifies otherwise in writing, (a) goods will be boxed or crated as Nickerson deems appropriate for normal handling, and additional charges will apply for special packaging (e.g., preservation, waterproofing, export boxing); and (b) routing and method of shipment will be at Nickerson's discretion and may be insured at the Buyer's expense (value to be declared at order price). For all shipments F.O.B. Nickerson's plant, delivery to the initial carrier constitutes delivery to the

Buyer, and the goods are shipped at the Buyer's risk. Claims for loss or damage in transit must be filed by the Buyer with the carrier. Acceptance of material from a common carrier constitutes a waiver of any claims against Nickerson for delay, damage, or loss.

7. Cancellation and Returns

Orders may be canceled only with Nickerson's written consent and upon payment of reasonable and proper cancellation charges. Goods may be returned only with Nickerson's prior written authorization. Buyers will be charged for costs incurred by Nickerson in placing returned goods in saleable condition, any related sales expenses, a restocking charge, and all transportation costs paid by Nickerson.

8. Credit and Payment

Payment is due 30 days net. Pro-rata payments are due upon partial shipments. A late charge of 2% per month, or the maximum rate permitted by law (whichever is less), will be applied to all past-due invoices. Nickerson reserves the right to alter, suspend, or change credit terms if, in its sole judgment, the Buyer's financial condition so warrants. Failure to pay invoices when due, at Nickerson's election, makes all subsequent invoices immediately due and payable, regardless of terms, and Nickerson may withhold subsequent deliveries until the full account is settled and may terminate this agreement. Acceptance of partial payment does not waive any of Nickerson's rights. The Buyer represents that it is not insolvent as defined in applicable state or federal statutes. Buyers will notify Nickerson in writing if it becomes insolvent before delivery. Failure to provide such notice at the time of delivery will be deemed a reaffirmation of solvency. Regardless of the delivery destination, Nickerson has the right to withhold or reclaim goods under applicable state and federal statutes. If the Buyer is responsible for shipping delays, the date of completion of the goods may be deemed the shipment date for payment purposes. Completed goods held at the Buyer's request are at the Buyer's cost and risk, and Nickerson may bill the Buyer for reasonable storage and insurance expenses. All orders will be invoiced for a minimum of \$200.00 net, regardless of the quoted price.

9. Inspection

The Buyer may inspect goods at Nickerson's plant, provided such inspection does not unduly interfere with Nickerson's workflow and the Buyer submits complete details of the desired inspection in writing in advance.

10. Records, Audits, and Proprietary Data

Unless otherwise agreed in writing signed by an authorized officer of Nickerson, the Buyer will not have any right to examine or audit Nickerson's cost accounts, books, or records, or have access to or control over any engineering or production prints, drawings, or technical data that Nickerson considers proprietary.

11. Taxes, Duties, and Tariffs

The Buyer is responsible for all taxes, duties, fees, tariffs, and other charges related to the contract, its performance, or payment for work under it. This includes, but is not limited to, taxes on consumption, gross receipts, imports, property, sales, stamps, turnover, use, and value-added, as well as any withholding taxes, deficiencies, penalties, additions to tax, interest, or assessments, regardless of the government authority imposing them and whether imposed on the Buyer, Seller, or their subcontractors.

Acceptance

By placing an order, the Buyer accepts these terms and conditions and acknowledges being bound by them. Title to and right of repossession of the property remains with Nickerson until payment is received in full. Upon any default of this contract, the Buyer agrees to return the merchandise in good order upon demand, and all prior payments will be forfeited as compensation for rental and use, plus any legal or attorney fees incurred by Nickerson in enforcing these provisions.

Signature: _____ **Title:** _____

Date: _____