

Mike Brofka Water Utility Superintendent Department of Public Works mbrofka@westalliswi.gov 414.302.8830

MEMORANDUM

TO: Public Works Committee/ Administration and Finance Committee

FROM: Michael Brofka, Water Utility Superintendent

DATE: May 20, 2020

SUBJECT: Sole Source Purchase- PRSMS-2-V4 2 Monitoring Module and Testing Station

This letter is to recommend the sole source purchase of 2 PRSMS-2-V4 2 Monitoring Module and Testing Stations, manufactured by Rundle-Spence.

This is a proprietary device that is designed and manufactured specifically to monitor lead and copper in a controlled environment. This unit is the approved unit in the DNR mandated Optimized Corrosion Control study to measure lead and copper release in the system water.

The pricing is considered to be fair and reasonable. I request your approval of this vendor.

The proposal price of **<u>\$11,586.00</u>** is for 2 complete units. It should be noted that these units will still be useful to monitor the systems lead and copper, even after the Optimized Corrosion Control Study is complete.

Respectfully,

Mike Brofka Water Utility Superintendent

CC: DW



Rundle - Chence

Plumbing • Heating • Industrial Wholesalers Since 1871 2075 SOUTH MOORLAND ROAD New Berlin, Wisconsin 53151 PHONE (262) 782-3000 1-800-783-6060 Fax (262) 782-5078

2800 INDUSTRIAL DRIVE MADISON, WISCONSIN 53713 PHONE (608) 222-0636 1-800-783-7373 Fax (608) 222-4164

www.rundie-spence.com

2800 Industrial Dr. Madison, Wi. 53713 Jan. 27th, 2020

Michael Brofka Water Systems Superintendent | DPW - Water Division City of West Allis 6300 W. McGeoch Ave. | West Allis, WI 53219 (mbrofka@westalliswi.gov) Ref: PRS Monitoring Station

Dear Michael,

We here at Rundle Spence are excited to be providing you with a quote for Process Research Solutions water test stations. Attached is a quotation for (2) 2-chamber station, including Metal test plates. Shipping to your facility is included, please confirm address in your PO.

Please review the attached quote, if it's to your satisfaction, I would ask that you send back a Purchase Order to my attention via email or mail to our Madison facility. If you have any questions please feel free to contact me or Abigail.

These assemblies are not a stock product for us and as such, some of the components are purchased and assembled after we receive the PO. In addition, once they are assembled into this station they are non-returnable. Therefore, we would kindly ask that you either open an account with us or provide a 50% down payment with your P.O., which can be paid by CC, just indicate that on your P.O. Attached is a credit application, please fill out completely to establish an account with a line of credit or just the billing and shipping info if you plan to provide a deposit.

Typical lead time is 4-6 weeks, however we currently have enough parts in stock to build your stations, which will shorten the lead time to 2-3 weeks after we receive a PO and deposit (or your credit app.).

Again we look forward to working with you on this project, thank-you for the opportunity.

Best Regards,

Spine

Rob Spence Rundle Spence 1-608-222-0636 <u>robs@rundle-spence.com</u> Enclosure: Quotation for (1) stations, Rundle Spence Credit App.



RUNDLE-SPENCE (MADISON) 2800 INDUSTRIAL DR MADISON, WI 53713-2252 608-222-0636 Fax 608-222-4164

QUOTE TO: CASH SALES ENTER ADDRESS HERE ! ENTER NAME HERE! NEW BERLIN, WI 53151 Quotation

| QUOTE DATE | QUOTE I | NUMBER |
|--|---------|----------|
| 01/03/20 | S28157 | 32 |
| ORDER TO: RUNDLE-SPENCE (MAD | TRON | PAGE NO. |
| 2800 INDUSTRIAL DR MADISON, WI 53713- | | 1 |

SHIP TO: CASH SALES West Allis Water Utility 6300 W. McGeoch Ave WEST ALLIS, WI 53219

| CUSTOMER NUMBER | c c | USTOMER ORDER NUMBER | RELEASE NUMBER | SALES | PERSON |
|-----------------|------------|---|--|------------|------------|
| 10593 | Michae | l Brofka | | R/S HOUSE | SALES PERS |
| WRITER | | SHIP VIA | TERMS | SHIP DATE | FREIGHT |
| Pob Spence | e x BR1 SO | TITTERS | CASH ON DELIVERY | 01/03/20 | No |
| ORDER DTY | PART NO | | DESCRIPTION | UNIT PRICE | NET AMOUNT |
| 2ea | | | 2 MODULE MONITORING | 5496.000ea | 10992.00 |
| 4bg | | AND TESTING STA IF RETURNABLE S RSM-PRS-PLATE-C PLATES, SET OF CDA110/ USN#110 | ATION V4 "VERSION 4" SUBJECT TO RESTOCKING CU, COPPER METAL (8) 2"x 2" PLATES, 000 COPPPER, GLASS SETS REQUIRED PER | 93.500bg | 374.00 |
| 4bg | 1442542 | CHAMBER IF RETURNABLE S RSM-PRS-PLATE-P PLATES, SET OF 100% LEAD, 2 SE CHAMBER | UBJECT TO RESTOCKING | 55.000bg | 220.00 |
| | | | TAXES NOT INCLUDED | | |
| | | ISAQUO | | Subtotal | 11586.00 |
| | change v | e firm for 30 da vithout notice a C A B L E T A X | ys, subject to fter 30 days. ESEXTRA! | S&H CHGS | 0.00 |
| | | | | Amount Due | 11586.00 |

Application & Agreement for Commercial Credit



Better Service Means Better Value

Page 1

Business Name / Address of Applicant

This confidential credit application is made for Rundle Spence Mfg. Co (supplier) to extend credit to:

| Full Legal Name | | Phone | Fax |
|---------------------|-----|----------------------|-----|
| County | | Website | |
| Mailing Information | | Shipping Information | |
| Address | | Address | |
| City | | City | |
| State | Zip | State | Zip |

Legal Structure Federal ID No. D&B No. SIC Code **Partnership Corporation Sole Proprietor** Owners, Partners, Corporate Principals, and / or Members Name Address Home Phone Title City Cell Phone Social Security No. State, Zip Name Home Phone Address Cell Phone Title City Social Security No. State, Zip Name Home Phone Address Title City Cell Phone Social Security No. State, Zip Name Address Home Phone Title City Cell Phone Social Security No. State, Zip

Application & Agreement for Commercial Credit



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Type of Business

| Plumbing MP License No. Refrigeration (EPA certificate required to purchase certain refrigerant products) Other (please specify) | Contractor Excavator General Contractor Heating Manufacturer | Mechanical Municipality / Government Pump & Well Remodeler Waterworks |
|--|--|---|
| | Annual Sales 20 Nos.? | Credit Limit Desired |
| Have you ever been bankrupt, surrendered collateral, had or have an (If yes, give details) | ny judgments, liens or other legal pr | occeedings against you? \bigcirc Yes \bigcirc No |
| Have you ever been in business under any other name? \bigcirc Yes \bigcirc | No (If Yes, provide Name, Address, Cit | y, State, Zip) |
| Are you exempt from sales tax? \bigcirc Yes \bigcirc No (If Yes, must supply a | a copy of your Tax Exemption Certificate) | |

Contacts

| lame | Position | Email | |
|-------------|-----------|-------|--|
| ame | Position | Email | |
| ame | Position | Email | |
| ame | Position | Email | |
| / P Contact | Phone No. | Email | |

Credit Card and Billing Credit card payment information Card type Card no. Name on card Expiration date 3 or 4 digit security code Card billing zip code Rundle-Spence Mfg. Co. is doing our part for the environment by offering electronic invoicing. We encourage you to participate by selecting a method below. ◯ Email ◯ Fax ◯ Mail Email or Fax No. _ Invoices : O No O Mail Statements:) Yes Email or Fax No. _



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Trade References

Please supply at least 3 trade references with whom you have a minimum one year history

| 0 | 2 | 3 | |
|--------------------------|-----------|--------------|--|
| ompany Name Company Name | | Company Name | |
| Contact | Contact | Contact | |
| Address | Address | Address | |
| City | City | City | |
| State Zip | State Zip | State Zip | |
| Phone No. | Phone No. | Phone No. | |
| Fax No. | Fax No. | Fax No. | |

| Banking Reference | | | | |
|--------------------------|----------------------|----------|-----|---|
| Bank name | Phone no. | Fax. no. | | |
| Street address or PO Box | City | State | Zip | |
| Contact | Checking account no. | | | / |

Terms, Conditions and Sales Agreement (continued on next page)

- 1) Acceptance of Terms and Conditions: Orders are accepted on the basis of terms and conditions in effect at the time the order is received and approved by "SELLER". Acceptance of any products delivered hereunder by "SELLER" or any of its Assignees shall constitute Buyers agreement to the terms and conditions set forth herein or as found in our invoices, pick tickets, and order forms. No considerations stated by Buyer in its offer acceptance shall be binding on "SELLER" if in conflict with, inconsistent with, or in addition to "SELLERS" each time an order is received.
- 2) Prices: Prices and pricing policies will be those set forth in "SELLERS" price list in effect at the time of shipment. Prices are subject to change without notice.

3) Terms of Payment:

- a) Unless agreed upon in writing, upon approval of credit, terms of payment shall be 30 days net.
- b) Past due invoices are subject to service charges of 1-1/2% per month (18% per annum, or the maximum legal rate) from invoice date until paid.

c) Orders are subject to a minimum charge of \$20.00 (No minimum on cash sales at our counter)

- d) Return checks are subject to a \$20.00 charge.
- e) If Buyer fails to fulfill these terms or if "SELLER" at any time has any doubt as to Buyer's financial responsibility, "SELLER" may demand immediate full payment and decline to make further deliveries except against cash or satisfactory security.
- f) Any indebtedness owing from Buyer to "SELLER" can be set off and applied by "SELLER" and associated companies on any indebtedness at any time, from time to time, either before or after maturity of demand.
- 4) Deliveries: All orders are subject to a minimum delivery charge of \$15.00. If order is shipped via "SHIPPERS" truck and the order's value is over \$400.00, this will be waived.
- 5) Inspection / Acceptance: You will have 72 hours from the time you receive the goods to inspect and reject them. After 72 hours, the goods will be deemed accepted unless you have notified us in writing of their rejection and the claimed nonconformity. We do not authorize any returns without our prior written approval. We will have the right to cure any non-conformity within a reasonable time after we receive notice.
- 6) Returns: Customer must obtain a return goods authorization ("RGA") prior to returning goods. Unless we have errored in filling an order, all returns must be prepaid. All exchanges of product made by our vehicles will be subject to a delivery charge. No merchandise will be accepted for return which was special ordered. We reserve the right to determine if the Buyer has abused the item in question. If it can not be returned to stock, credit will not be given. All returns must be accompanied by original shipper or invoice. Orders returned due to customer error must be prepaid and are subject to restocking charges. No material will be accepted without a "RGA". No returns after 60 days.

Application & Agreement for Commercial Credit



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Terms, Conditions and Sales Agreement (continued)

- 7) Taxes: Buyer agrees to indemnify "SELLER" against payment of taxes, whether or not included on Buyer's original invoice.
- 8) Title: Title and security interest to the merchandise shall remain in "SELLER" until payment to "SELLER" of full purchase price by Buyer. "SELLER" retains the right to repossess and any other remedies provided by law.
- 9) Warranties: The only warranties on the goods are those provided by the manufacturer, if any. We are not a co-warrantor or party to any manufacturer warranty. As a non-manufacturer seller of the goods to you, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 10) Limitation of Damages: UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR CONNECTED WITH THE SALE OR USE OF THE GOODS. This exclusion of liability for consequential or incidental damages includes, without limitation, liability for lost profits, loss of time, use of equipment or good will, expenses incurred in replacing goods, damage to or replacement of equipment or property, and any other loss or damage of an economic nature. Our total liability with regard to any goods will not exceed the amount that we are paid for those specific goods. This paragraph applies to all claims whether asserted under contract, tort, statue, or any other legal theory.
- 11) Limitation of Liability: IN NO EVENT SHALL "SELLER" BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THE AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, NOR SHALL "SELLER" BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION OR FURNISHING OF THE MERCHANDISE OR SERVICES BY ANY MANUFACTURER OF MERCHANDISE OR OTHERWISE.
- 12) Indemnification: In accepting the goods, you agree to defend, indemnify and hold us harmless from all claims made by any third person arising out of or connected with the sale or use of those goods.
- 13) Security Interest: By accepting the goods, you agree to grant us a purchase money security interest in them until you have paid for them in full. If requested by us, you will sign any documents necessary for us to perfect this security interest.
- 14) Installation: All price quotes are for goods without installation. We assume no responsibility for installation of the goods.
- 15) Suspension of Performance: If we are unable to deliver the goods or perform any other obligation with regard to them due to an act of God, our inability to obtain supplies, fire, accident, failure of machinery or transportation, governmental action, labor dispute, or other reason beyond our control, our obligation to deliver the goods or other performance will be suspended to the extent made necessary by such an event.

Credit and Security Agreement

The undersigned represents that he or she is authorized to act for Applicant and agrees on behalf of the Applicant as follows: Supplier is authorized to obtain and release any necessary information needed to decide whether to extend credit to Applicant. Any indebtedness incurred by Applicant to Supplier will be primarily for business purposes. Any indebtedness incurred by Applicant to Supplier will be paid in full according to supplier's terms of the Supplier's invoice reflecting such indebtedness, unless otherwise agreed in writing by Supplier. Any indebtedness not paid when due will be subject to a late payment penalty of 1.5% per month, compounded monthly, (or the highest rate permitted by applicable law, whichever is less) until paid in full. Applicant hereby grants Supplier a security interest in all equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Applicant's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Applicant (or by Applicant with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing ("Collateral"), wherever located, to secure all indebtedness of Applicant to Supplier in the past, contemportaneously or in the future). Company also hereby grants a Purchase Money Security Interest to Supplier in goods purchased by Applicant form Supplier in enforcing this Credit and Security Agreement. If Applicant is married, Applicant represents that all indebtedness to Supplier is incurred in the interest of his or her marriage or family. We agree that returned materials will be subject to a restocking charge. Juris

| Signat | ure |
|--------|-----|
|--------|-----|

Print Name

Title

Date

Personal Guaranty

In consideration of creditor extending credit to customer, the undersigned guarantor(s) hereby jointly and severally, personally and unconditionally guarantee full and prompt payment of past, present, and future obligations and terms due creditor from customer, and/or any successor in interest (corporate or non corporate) to customer's business, hereby waiving notice of acceptance of this guaranty, notice of rendering services and/or sale of goods provided customer by creditor and notice of default or change or extension of credit terms. The undersigned consent to any extension of time for payment and assert that this is a continuing guaranty of payment to creditor until revoked in writing. Any married individual signatory to this application represents that any credit granted pursuant to the subject account is an obligation incurred in the interest of his or her marriage or family. **Individually, and not as a corporate officer or partner**.

Signature

Date

Rundle-Spence Mfg. Co. • Attn: Credit Department 2075 S. Moorland Road, PO Box 510008 New Berlin, WI 53151-0008 Phone 262-782-3000 Fax 262-782-8470