



Proposal

DATE: August 9, 2023

PROJECT: Wauwatosa Water Utility
SCADA Computer

TO: Adam Florin

Energenecs is pleased to offer the following scope of responsibility for Wauwatosa's SCADA computer project.

Main SCADA Computer - DPW

Energenecs will provide the following:

- (1) SCADA Computer, Windows 11, MS Office
- (1) Wonderware License Upgrade
- (1) WIN-911 Modem
- (1) Update WIN-911 & XL Reporter licenses (on support until August 2024)
- (1) Technical Services: Installation of new software and associated updates, port and convert existing application. No additional programming services and/or troubleshooting are included as part of this scope.

Backup SCADA Computer – Potter Rd

Energenecs will provide the following:

- (1) SCADA Computer, Windows 11, MS Office
- (1) Wonderware License Upgrade
- (1) WIN-911 Modem
- (1) Update WIN-911 & XL Reporter licenses (on support until August 2024)
- (1) Technical Services: Installation of new software and associated updates, port and convert existing application. No additional programming services and/or troubleshooting are included as part of this scope.

Exclusions

- Existing computer monitors, keyboards, and mouse to remain and be reused
- Cost of WIN-911 & XL Reporter licenses are not included in price. We will be update licenses due to Wauwatosa Water Utility being on active support.

Total Price: \$24,864.00 (12,432.00 per computer)

All applicable taxes will be added to the above price.
Energenecs terms and conditions attached apply



Sincerely,

Nick Crevcoure
Sales Engineer
Energenecs
414-313-0051



Terms & Conditions

PURCHASE ORDER FORMS

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

PRICES

All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

ACCEPTANCE

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

CREDIT APPROVAL

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

FORCE MAJEURE

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

PAYMENT

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

WARRANTY

SELLER is a system integrator/manufacturer's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.



SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

CLAIM PERIODS

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL
AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc.

Jared Feider

I accept this proposal and all terms thereof:

Accepted:

Title:

Date: _____

PO #: _____

**TO: BOARD OF PUBLIC WORKS
FOR COMMON COUNCIL APPROVAL**

**SUBJECT: EMERGENCY PURCHASE UNDER SECTION
3.20.040 (4) OF THE WAUWATOSA CITY CODE**

DEPARTMENT: _____

DATE OF PURCHASE: _____

AMOUNT: _____

ITEM OR SERVICE PURCHASED: _____

VENDOR NAME
AND ADDRESS: _____

EXPLANATION OF CIRCUMSTANCES (to be entered in the Common Council minutes):

Department Head
Approval signature: _____

Date: _____

Purchasing
Approval signature: _____
Purchasing Manager

Date: _____