

TOWN OF PENDLETON

2020 APPROVED PURCHASING WORKSHEET

EMPLOYEE: LUAS FINEW

DATE: 9 / 11 / 2023

ITEM: OMNISITE INSTALL FOR CASTLEVIEW

REASON FOR PURCHASE: TO HAVE OMNISITE ~~SE~~ MONITORING CASTLEVIEW APARTMENTS GRINDER TANK.

FUND VERIFICATION: SS. 8110.0445 as of 9-11-2023
(Date)

Guidelines: (Check one that applies)

- Materials: More than \$10,000 / Material & Labor: More than \$35,000
Written specifications, Advertising & Sealed Bids
- Material: \$3,000 to \$10,000 / Material & Labor \$10,000 to \$35,000
Attach three (3) written/fax quotations
- Material: \$500 to \$3,000 / Material & Labor \$3,000 to \$10,000 / Highway, Water, Sewer Repair \$1,000 to \$3,000
Three (3) oral/Fax quotations:

LIST VENDOR, MODEL, PRICE BELOW

1. SIEMANT EQUIPMENT \$2,019, OMNISITE CRYSTAL BALL INSTALL.
2. _____
3. _____

- Material: \$0 to \$500 / Material & Labor: \$0 to \$5,000 / Highway, Water, Sewer Repair \$0 to \$1,000
Alternate price quotations not required/subject to Department Head Approval

If lowest quoted price is not awarded, please detail reason: _____

Reasons for non-solicitation: (Check one that applies)

- Acquisition of professional services; emergencies; sole source situations; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional facilities; goods purchased from another governmental agency; goods purchased at auction; goods purchased under NY State Contract; original equipment replacement parts/service



A Division Of



100% Employee Owned

Headquarters: 175 Akron Street, Rochester, NY 14609

Service Department:

Buffalo | Rochester | Albany

P - 585-224-7937

F - 585-224-7968

www.siewertequipment.com

Serving New York Municipalities
and Industry since 1949.

Laser Alignment Specialists

EMAIL / FAX TRANSMITTAL FORM

Date: Monday, September 11, 2023

To: Pendleton, Town of

Attention: Lucas Frew

Fax/Email: lfrew@pendletonny.us

Phone: 716-622-0844

From: Michel Stam

Title: Service Coordinator

COMMENTS

Subject/Job: Service Proposal

Make/Model: Omni Crystal Ball

Serial Number:

PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



Copy: Craig Moore

Total Number of Pages Including Cover:

4

9/11/2023 12:17 PM



Service Proposal

Service Department
Buffalo | Rochester | Albany

Voice: P - 585-224-7937
Fax: F - 585-224-7968

Date: September 11, 2023
Make/Model: Omni Crystal Ball

Serial #:
Proposal #: 62369
PO #:

To: Pendleton, Town of
6640 Campbell Blvd
Lockport, NY 14094
Attn: Lucas Frew
Job: Service Proposal

Work/Solution Proposed

Proposal for onsite work
 - Modification to pump control panel adding customer provided OmniSite Crystal Ball remote telemetry system for monitoring & controlling pump station. Includes installation of 1 (one) OmniSite Crystal Ball, 2 (two) pump amp meters, 20 conductor wire for wiring controller, flexible conduit and connectors, 1 (one) service technician for an 8 (eight) hour shift and travel mileage for installation.
 2.) Customer is responsible for establishing a safe, clean and accessible work environment.
 3.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
 5.) Payment terms are Net 30 days. A 4% processing surcharge applies to all credit card orders. Price quoted does not apply to credit card payments. Please request a revised quote if you need the option to pay by credit card. Merchant name on credit card statement will be **Cummins-Wagner**. This proposal is valid for the next 30 Days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above.

PRICE FOR THIS WORK: \$2,019 Weeks
 ~ Repair lead time:

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (1) year manufacturer's warranty.

**** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ****

Proceed with Work

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes * No * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes No

If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card*: (√ one) MasterCard Visa American Express

Card # Expiration Security Code

Credit Card: A 4% processing surcharge applies to all credit card orders. Merchant name on statement is Cummins-Wagner.

Lucas Frew
Pendleton, Town of

Siewert Equipment Co. Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Michel Stam
Signature: _____
Name: **Michel Stam**
Title: Service Coordinator
Date: 9/11/2023



A Division Of
CUMMINS-WAGNER
100% Employee Owned

Parts List

Service Department Buffalo | Rochester | Albany

Voice: P - 585-224-7937
Fax: F - 585-224-7968

Date: **September 11, 2023**
Make/Model: Omni Crystal Ball

Serial #: 0
Proposal #: 62369
PO #: 0

To: Pendleton, Town of
6640 Campbell Blvd
Lockport, NY 14094
Attn: Lucas Frew
Job:

<u>Material List</u>	
Quantity	Description



"A 100% Employee Owned Company"



EESCO Pump & Valve



TERMS AND CONDITIONS

- 1. PRODUCTS:** Products (parts, components, items, materials, assemblies) herein are of the Manufacturer's standard or available construction and specifications. It is Buyer's final responsibility to determine if these products satisfactorily meet Buyer's or Buyer's customer's plans, specifications and requirements. Weights and dimensions when given are approximate unless certified in writing by the Manufacturer.
- 2. SELECTION AND END USE:** Seller is not in any way liable for selection, application, or suitability of products herein for any particular use or for any installation or operational costs incurred with these products, all of the aforesaid being the final responsibility of Buyer.
- 3. QUOTATIONS:** Seller as a service to Buyer may quote orally or in writing from time to time current prices then in effect for products or services offered for sale by Seller; however, such prices are subject to change without notice. Quotations may be withdrawn at any time prior to actual receipt by Seller of a written purchase order and release from Buyer to manufacture and/or ship the products or perform the services described herein. Quotations shall become null and void upon the elapse of thirty (30) days from the date of quotation unless earlier withdrawn. Seller does not assume any responsibility for any variation in quantity or omission of any item in any quotation that may be required by any plan or specification or otherwise. Seller is not responsible for any typographical errors or reproduction deficiencies. Quotations for the Quantities, Products and Services described herein are subject to these Terms and Conditions only; Seller will only accept orders on these exact Terms, Conditions and Provisions and no inconsistent terms, conditions, provisions or modifications will be agreed to unless specifically approved in writing by an officer of Seller.
- 4. PURCHASE ORDERS AND ACCEPTANCE:** Purchase orders of Buyer resulting from oral or written quotations of Seller shall be subject to the Quantities, Products and Services herein, these Terms and Conditions, and the written approval signed by an authorized representative of Seller in the Seller's acknowledgement. Any term(s), condition(s) or provision(s) of Buyer's purchase order which are inconsistent with these stated herein, shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the products or performance of the services described herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's acknowledgement, acceptance of Seller's Terms and Conditions hereof by Buyer shall be presumed and, in the absence of such notification, Buyer's oral or written release to manufacture and/or ship the products or perform the services described herein, shall be conclusively deemed as Buyer's acceptance of these Quantities, Products, Services, Terms and Conditions herein. If Buyer notifies Seller in writing of his objections to any of the Terms, Conditions and Provisions described herein, such objections are not accepted by Seller unless specifically accepted in writing signed by an officer of Seller. Seller's responsibility is limited solely to the furnishing of the products or services described herein and assumes no responsibility for any other or further requirements or conditions expressed in any plan, specification, purchase order or other document.
- 5. SUBMITTAL:** If Specifically requested in writing by Buyer at the time of purchase order, Seller will prepare submittal data (product bulletins, descriptive data, curves, diagrams, each independently as required) for written approval, corrections, or rejection by Buyer, Buyer's customer or Buyer's customer's authorized representative. Any changes in the submitted products required by the approving authority will be at the Buyer's expense and supported by a written change order in accordance with Seller's Terms and Conditions. In case of dispute between Buyer and Seller of required changes or rejection of the products herein, either Buyer or Seller may cancel this contract in writing to the other without penalty, unless Buyer has previously released to manufacture and/or ship the products in question, which in such case Buyer will be fully responsible for the products and all payments as if a submittal had not been requested. In no case will Seller be obligated to offer for sale or furnish any modified or alternate products to those described herein.
- 6. TIME OF SHIPMENT:** Stated shipping dates are approximate. Seller shall not be liable or subject to any special or consequential damages for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, but not limited to, strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers and governmental acts and regulations.
- 7. DELIVERY AND FREIGHT:** Delivery of these products shall be F.O.B. the place of shipment to Buyer. Thereafter Buyer assumes full responsibility for any damage or loss irrespective of Seller's prepayment of freight charges. Buyer shall furnish at Buyer's expense, labor and equipment necessary to expeditiously unload products delivered by Seller. Any expenses incurred by Seller due to the delay in unloading shall be reimbursed to Seller by Buyer.
- 8. STORAGE:** A product held in storage for the convenience of Buyer will be invoiced to Buyer as if the products were shipped and Buyer agrees to pay for same plus additional reasonable storage charges in accordance with the following payment terms.
- 9. PAYMENT:** Buyer agrees to pay Seller within thirty (30) days of invoice date. If Seller has not received payment within these thirty (30) day terms, Seller may add and receive payment from Buyer interest charges at the rate of 1½% per month on unpaid balance plus such other reasonable collection costs and expenses incurred including attorney's fees, collections fees, court costs and otherwise. Cash or anticipation discounts are not offered unless specifically stated on Seller's invoice, no discounts are allowed on freight, shipping, taxes or interest charges. Cash discounts offered for early payment are earned only when payment is received in the office of Seller on or before the specified discount terms or date. Seller reserves the right to make partial invoices(s) for storage, shipments or services performed and receive payment in accordance with the above terms. Buyer agrees not to make any deductions for taxes, freight, retainages, alleged damages or otherwise from any payments due herein. Payment by credit card may incur a 4% fee.
- 10. TAXES:** Buyer shall pay in addition to the purchase price and other charges herein, all excise, sales, privilege, use or other taxes, Federal, State, Local or Foreign, payable by Seller because of the execution of this contract.
- 11. CREDIT AND DEFAULT:** If financial responsibility of Buyer becomes impaired or unsatisfactorily in the sole judgment of Seller under this or any other contract between the parties, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller and any shipments due under this or any contract may be withheld until all payments due are received in full and Buyer's credit has been re-established satisfactorily in the sole judgment of Seller. In addition to all other remedies, in the event of default by Buyer under the terms of this agreement, Seller shall have the right to take exclusive possession of the products sold herein wherever found and to remove same without legal process, any payments having been made on account thereof to be retained by Seller as liquidated damages; or Seller may, in addition to all other remedies available to it, if it deems said products are not readily removable or resalable, sue for and collect any unpaid payments including interest charges, plus such other costs and expenses as Seller has incurred or may incur which shall become immediately due and payable upon Buyer's default of any of the terms of this contract, said remedies to be cumulative.
- 12. WARRANTIES:** There is NO WARRANTY, representation or condition OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE) by Seller regarding the products herein; Buyer is solely limited to the Manufacturer's express written warranty, copies of which will be furnished to Buyer upon request. No warranty conditions will be considered until payment of this contract has been made in full.
- 13. SELLER'S LIABILITY:** Seller's liability shall be limited to the stated selling price of any defective product and in no event shall Seller be liable for prospective profits or special, direct, indirect or consequential damages of any kind caused by a product, component or part failure. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any product, component or part herein.
- 14. RETURNS:** Products purchased herein may not be returned without the express written permission of Seller, as evidenced by Seller's or Manufacturer's properly authorized return material form, of which a copy must accompany the returned material. Authorized returns shall be shipped at the expense and liability of Buyer to the destination specified by Seller. Such returns are accepted by Seller or Manufacturer for inspection only; any allowance or credit originates with the Manufacturer subject to charges for freight, handling, inspection, repair, restocking and otherwise. Damaged, installed, used or special order products are not returnable. Seller or Manufacturer will not accept debit charges from Buyer for returned products.
- 15. SERVICE:** Seller does not include any field or shop labor or service equipment and/or materials for the products herein unless specifically stated as an item in the body of this contract. Any service requested in addition to that not included in the body of this contract will be considered a separate contract and require a separate purchase order from Buyer. No service requests will be accepted or performed when Buyer's account is past due according to the payment terms herein.
- 16. CHANGE, MODIFICATION, CANCELLATION:** This contract cannot be changed, modified or cancelled except by written agreement executed by Buyer and an officer of Seller.
- 17. JURISDICTION:** This agreement shall be governed and construed in accordance with the laws of the State of Maryland.