

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Tech Sales CO., located at 311 W. 44th Street, Minneapolis, MN 55409 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

1. **Term.** The effective date of this Contract is February 2nd 2024. The Contractor must not begin work under this Contract until Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 Contract expires July 1st 2024.
- 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
- 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
- 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
- 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination, Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor’s Duties

2.1 The Contractor shall provide the following goods or services (“**Goods and Services**”):

Provide 2 eight inch 8750W Rosemount Magnetic Flowmeters.

GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor.

2.2 Contractor agrees that all Goods and Services shall comply with all applicable laws and legal requirements without extra expense to GRPUC.

2.3 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions.

2.4 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety and shall ensure that all persons who perform the Services are professionally competent and properly qualified.

2.5 Contractor warrants that: (A) Contractor has good title to the Goods, free and clear of any encumbrance, and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall take any further actions that are necessary to transfer title in the Goods to GRPUC, free and clear of any encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.

3. **Consideration and Payment**

3.1 Consideration. Contractor will be paid Eight Thousand Five Hundred and Seventy Five Dollars and Twelve Cents (\$8,575.12) for the Goods and Services. Plus a not to exceed price of Five Hundred Dollars for shipping expenses, for a Grand Total of Nine Thousand Seventy Five Dollars and Twelve Cents. (\$9,075.12) This is the total obligation and liability of GRPUC under this Contract.

3.2 Payment. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.

4. **Authorized Representative**

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Travis DeGroot at the following business address: 311 W. 44th Street, Minneapolis, MN 55409, and the following telephone number: 612-823-8238, or his/her successor.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC.

7. **Insurance.** Contractor shall maintain with reputable insurance companies all insurance required by law and insurance against loss or damage of the kinds customarily insured against by members of Contractor's profession, of such types and in such amounts as are customarily carried under similar circumstances by members of Contractor's profession. Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

8. **Miscellaneous.** No provision of this Contract may be modified or waived except as agreed to in writing by the Parties. This Contract shall be governed by the internal laws of Minnesota. Contractor may not assign or subcontract Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in counterparts. An electronic signature and counterpart shall be treated the same as an original. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe all of GRPUC's policies and procedures, including, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, overnight courier, or United States mail (postage prepaid) addressed to the address set forth in the preamble.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Tech Sales CO.

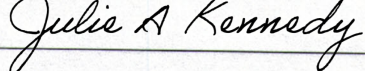
By: 

Print Name: Travis J. DeGroot

Title: Sales Manager

Date: 02/02/24

Grand Rapids Public Utilities Commission

By: 

Print Name: Julie A. Kennedy

Title: General Manager

Date: 02/12/2024

QUOTATION

Quotation From:

TECH SALES CO.
311 W. 44TH STREET
MINNEAPOLIS MN 55409
Ph: (612) 823-8238 Fx: (612) 823-4272

Page: 1

Quotation For:

Grand Rapids Public Utility Comm.
500 SE 4th St
Grand Rapids MN 55744
Ph: (218) 326-7196 Fx: (218) 326-7199

Quotation#: 2240136
Revision#: 1
Date: 02/02/24

Attn: Troy Bridge E-Mail: tcbridge@grpuc.org
Ref: Rosemount 8750 Mag Meters

Please Address Order To:

TECH SALES CO.
311 W. 44TH STREET
MINNEAPOLIS MN 55409

FOB: Factory
Shipment: 6-8 Weeks ARO
Salesman: Travis DeGroot
Validity: 30 Days
Terms: NET 30 DAYS

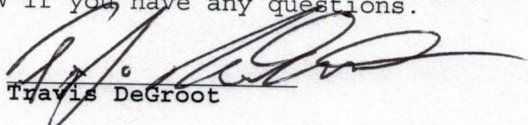
Item	Qty	Part#/Description	Unit Price	Total Price
1	2	8750WDMT1A4FPSB080CA1DWM4G1AXQ4 8750W Rosemount Magnetic Flowmeter System	4,287.56	8,575.12
		D Revision D		
		M Revision 4 Electronics		
		T Integral Mount transmitter		
		1 AC power supply		
		A 4-20 mA, digital HART; scalable pulse		
		4 1/2-14 NPT, additional conduit entries		
		F Flanged sensor		
		P Polyurethane liner		
		S 316L stainless steel electrodes		
		B 2 electrodes - Bullet Nose		
	080	08 inch line		
		C Slip-on, raised-face, carbon steel flange		
		A1 ASME B16.5 (ANSI) RF Class 150		
		DW NSF drinking water certification		
		M4 Local operator interface		
		G1 316L Stainless Steel Ground Rings (Qty 2)		
		AX Two discrete channels (DI/DO 1, DO 2)		
		Q4 Calibration certificate		

Tag: TBD

Quote Total: 8,575.12

Prices shown do not include freight or sales tax. MasterCard/Visa payments are accepted but may be subject to a 4% surcharge. Please review this quotation and let us know if you have any questions.

By:


Travis DeGroot