

Technology Solutions Partner Since 1983

Orland Park CCTV RFP Project Management Proposal

Tuesday, September 30, 2008

TO: James Dowling / Orland Park Police Department
FROM: Steve Mancione
SUBJECT: Project Management for Orland Train Station CCTV RFP

Due to growth in the scope of work, this proposal serves as a request for additional Pace Systems' Project Management hours as outlined below.

The growth in scope of work includes:

- 1) Changes and Additions to camera counts and locations at the train stations
- 2) Additional identification and design for getting continuous power to the needed light poles at the stations to power the cameras and access points.

Price..... \$2,995.00*

***This price is based on moving forward with CCTV project at 143rd street only. This number was arrived at by taking the total project management price for all three train stations of \$11,094.00 and dividing it by 27%, which amounts to the work being done at 143rd street station only.**

***This price may increase if due to changes in scope of work, as well as if additional sites are added.**

Agreement

Customer Signature

Pace Systems Signature

Title

Title

Date

Date

Customer PO (if applicable)

12838 S. Cicero Avenue
Chicago, IL 60803
(708) 272-1113
(708) 239-1690 fax



RED HAWK

A UTC Fire & Security Company

130 West Walnut Street
Indianapolis, IN 46268
(317) 337-2020
(317) 337-2015 fax

Electronic Security Specialists

www.redhawk-us.com

CCTV • Access Control

PROPOSAL

Job Address:

Orland Park Train Stations #1, 2, & 3
143 rd St., 153 rd ST. & 179 th St.
Orland Park, IL

Bill to:

Pace Systems
2420 Corporate Lane
Naperville, IL 60563

Terms Net 30 days
Date August 5, 2008

Dear Frank:

Per your request, Red Hawk, a UTC Fire & Security Company, is pleased to provide this proposal for your consideration.

<i>Qty.</i>	<i>Mfr.</i>	<i>Model</i>	<i>Portable Air Conditioning Units</i>
3	APC	AP7003	portable, compact, self-contained, 1.6 kW cooling power, A/C unit 110 V

Total furnished & installed ...\$6180.00 (\$2060.00 ea.)
Freight included
Sales Tax exempt

Proposed by:
Daniel J. Cosgrove, MBA
Red Hawk
708-272-1113
dcosgrove@initialelectronics.com

Approved by _____

Date _____

Printed Name _____

Purchase Order# _____

ACCEPTANCE OF THIS QUOTE ACKNOWLEDGES THAT THE CLIENT HAS READ AND UNDERSTANDS THE SELLERS TERMS AND CONDITIONS - QUOTE VALID FOR 30 DAYS

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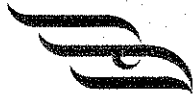
RED HAWK SECURITY SYSTEMS, INC. TERMS & CONDITIONS v052308

1. **Conditional Offer.** This Quotation constitutes a conditional offer by Red Hawk Security Systems, Inc (hereinafter "RED HAWK") to furnish goods, materials, work and/or services listed on the first page hereof to Buyer upon the terms and conditions set forth herein. This Quotation contains the entire agreement of the parties and may not be varied or contradicted in any manner except in writing by an authorized representative of RED HAWK. This Quotation shall terminate 30 days after the proposal date unless extended or withdrawn earlier as provided herein. This Quotation will not be considered valid without the signature of an authorized representative of RED HAWK.
2. **Withdrawal or Extension of Offer.** RED HAWK reserves the right to withdraw this Quotation at any time before acceptance by sending written notice of withdrawal to Buyer at the address appearing on page 1. RED HAWK may extend the duration of this Quotation by sending written notice thereof to Buyer at the address appearing on page 1; however, all other terms and conditions of this Quotation shall remain in effect unless expressly modified by RED HAWK.
3. **Acceptance of Offer.** This Quotation shall be accepted by Buyer and shall constitute a binding contract between the parties upon RED HAWK's receipt of Buyer's written acceptance hereof on or before the Expiration Date. A party will not be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of government or government agency. If Buyer is dissatisfied with RED HAWK's goods and/or services, Buyer shall make its objections in writing to RED HAWK within fifteen (15) days after delivery to Buyer. Unless Buyer accepts replacement goods from RED HAWK, Buyer's sole remedy for any nonconforming goods shall be cancellation of the order and refund of any payment by Buyer upon return of the nonconforming goods to RED HAWK. In the absence of such notice of dissatisfaction, Buyer hereby agrees and acknowledges that the quality of the goods and/or services provided by RED HAWK conform to the terms of this agreement.
4. **Payment.** Buyer agrees to pay RED HAWK the price set forth in the Quoted Total Price within thirty (30) days after delivery of the goods and/or rendering of the services. Buyer agrees to pay RED HAWK interest at the rate of one and one-half percent (1.5%) per month or part thereof on all ninety (90) day past due amounts owed to RED HAWK from the due date of such amounts.
5. **Security Interest in Goods.** RED HAWK reserves and Buyer hereby grants to RED HAWK a purchase money security interest in all goods purchased by Buyer from RED HAWK until payment in full is received therefore. Buyer shall execute such additional documents, including financing statements, as RED HAWK may request to provide RED HAWK with a perfected purchase money security interest under the Uniform Commercial Code. Buyer shall not move any such goods from the location to which they were shipped until Buyer has fully paid the price thereof. Buyer shall keep such goods free from all other liens, claims and encumbrances and shall not execute any other financing statements or security agreements with respect thereto until Buyer has fully paid RED HAWK. Buyer shall conspicuously mark any equipment constituting a part of such goods as being subject to a first priority perfected security interest in favor of RED HAWK.
6. **Disclaimer and Limitation of Liability.** RED HAWK warrants that all services and/or installation of goods provided herein shall be performed in a good and workmanlike manner and that all services provided by RED HAWK to Buyer's equipment shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications. Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of RED HAWK to the customer, whether in contract, tort (including negligence) or otherwise, will be limited solely to the price for the goods and services delivered to Buyer hereunder. This does not limit the liability of RED HAWK for any injury to, or death of a person, caused by the gross negligence of RED HAWK. BUYER ACKNOWLEDGES THAT RED HAWK IS NOT THE MANUFACTURER OF THE GOODS NOR THE MANUFACTURER'S AGENT, AND THAT RED HAWK NEITHER MAKES NOR AUTHORIZES TO BE MADE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE QUALITY, PERFORMANCE, USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GOODS.
7. **Consequential Damages.** Notwithstanding anything else in this Agreement, RED HAWK shall not be liable for any indirect, consequential, special or economic loss, cost liability damage or expenses howsoever arising.
8. **Indemnification.** RED HAWK indemnifies the customer against liability or loss incurred by the customer for bodily injury or property damage to the extent caused directly by the negligence of, or breach of contract by RED HAWK during the performance of the work, but not to the extent that the loss or liability was caused by others.
9. **Insurance.** RED HAWK agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Seller's CGL insurance policy shall have a per location/per project aggregate of \$2,000,000. Customer will be named as additional insured under the Commercial General Liability policy and subrogation waived thereunder, but only with respect to liability arising out of personal injury or property damage to the extent resulting for the Contractor's negligent acts or omissions or willful misconduct during the ongoing performance of its obligations under the Agreement. If requested by Customer, certificates of insurance shall be furnished from Seller's carrier evidencing the foregoing coverages.
10. **Default by Buyer.** If Buyer accepts this conditional offer and then defaults in the payment or performance of any of its obligations hereunder, the entire balance due hereunder, together with accrued interest if any, shall become immediately due and payable without notice or demand. Upon Buyer's default, RED HAWK shall have all the rights and remedies available to it at law or in equity to enforce

a UTC Fire & Security company

08-05-08 Portable AC units addendum proposal.doc

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and protect its rights hereunder, which remedies shall be cumulative and not exclusive, including but not limited to the right to withhold further performance and a right of set-off against any obligation owed by RED HAWK to Buyer.

Buyer shall indemnify and hold RED HAWK harmless from and against any liability, loss, cost, claim, damage, action in respect thereto and expense, including attorney's fees and costs, asserted against or incurred by RED HAWK by reason of, or on account of Buyer's default.

11. **Notice.** All notices, demands, Buyer's acceptance of this Quotation and other communications given under the parties contract shall be in a writing that is hand-delivered, sent by telephonic facsimile, electronic mail, registered or certified mail to the RED HAWK address listed on the proposal, or such other addresses as the parties shall furnish each other in writing. Except as otherwise provided by law, the date of telephonic facsimile, mailing or hand-delivery shall constitute the receipt of such notices, demands and other communications.
12. **Entire Agreement.** This document, together with RED HAWK's specifications, when accepted, will constitute the entire agreement of the parties, and they shall not amend or vary its terms except by a written instrument signed by both parties. This document, when accepted, shall bind and inure to the benefit of the parties and their respective successors and assigns. The invalidity of any provision of this document shall not diminish the enforceability of any other term of this document. Any party to this document, when accepted, may enforce specifically any or all of its terms. Any waiver of any term, condition or breach of the parties' contract by any party shall not waive any subsequent act or breach.
13. **Disputes.** The laws of Illinois shall govern the construction of this contract. The parties shall resolve any disputes hereunder in a court of competent jurisdiction in Chicago, Illinois and each party hereby consents to jurisdiction in the State of Illinois and venue in Cook County, Illinois for purposes of enforcing this document and hereby waves any and all rights to contest such jurisdiction and venue.
14. **Authority.** The person accepting this offer for and on behalf of Buyer warrants and represents that this conditional offer has been duly and validly authorized by Buyer, constitutes a valid and binding obligation of Buyer enforceable in accordance with its terms, and that such person has the authority to execute this document for and on behalf of Buyer.

SYSTEM WARRANTY & SERVICE AGREEMENT

1. All new equipment installed by RED HAWK includes a one year parts and labor Warranty. This Warranty begins on the day the customer assumes beneficial use, in whole or in part, of the equipment included in the security system purchase. Warranty repairs are made during normal business hours at no charge to the customer. A charge for labor will be added for Warranty repairs that are made outside of normal business hours (billed at the prevailing premium labor rate).
2. New equipment installed by RED HAWK and added to an existing system will be covered by a one year parts and labor Warranty. This equipment will be added to the Service Agreement after the Warranty period expires. Once the Warranty has expired the Service Agreement price will be increased to cover the additional cost to service the new equipment.
3. Equipment that is removed from an existing system, by RED HAWK technicians, will also be removed from the Service Agreement. Once the equipment has been removed the Service Agreement price will be adjust to account for the reduced inventory and the associated cost of service.
4. The Service Agreement covers parts and labor repairs at no charge when repairs are made during normal business hours (an extended-hours Service Agreement is available at additional cost). The Service Agreement includes at no additional cost, two annual preventive maintenance inspections, no charge for loaner equipment when off-site repair is required and/or for access to Help Desk support during normal business hours.
5. The purchase of a security system or equipment from RED HAWK assumes a second year Service Agreement once the Warranty has expired. Customers may choose to refuse this service when signing the proposal or at any time during the warranty period. A Service Agreement will be sent to the customer 90 days prior to the warranty expiration date unless this service is refused.
6. The System Warranty and/or Service Agreement does not cover equipment damaged due to misuse or abuse, or the Customers failure to follow operating instructions furnished by the manufacturer of the equipment, or damage resulting from lightning, vandalism, malfunctions caused by work performed by persons other than RED HAWK representatives, failure of foreign interconnection equipment, riots, civil disorders, acts of God, fire, flood or other casualty. Any cost incurred, including fines, penalties or service charges, as a result of false alarms originating from Customer's premises shall be the responsibility of the Customer.

ADDITIONAL TERMS & CONDITIONS

- A. All work to be performed during normal business hours: Monday thru Friday - 7:00 a.m. to 3:30 p.m. any work requested after normal hours to be billed at our current hourly rate.
- B. All conduit, power, door hardware and electric locking hardware, fire system interconnects, elevator interconnections, network connections to be supplied and installed by customer unless included in quotation.
- C. Any additional services requested by customer above and beyond quotation to be billed at our current T&M rates.
- D. Quoted price does not cover defective cable (exposed or concealed) that is existing or installed by others. Repair or replacement of defective cable will be charged T&M rates.
- E. Any equipment or cable not included as NEW in this quotation will not be covered under the system warranty.
- F. Shipping, handling and taxes not included unless stated on quotation
- G. For New Customers, 50% DEPOSIT REQUIRED WITH ORDER OR BILLED UPON RECEIPT OF ORDER BY RED HAWK.
- H. PROGRESS BILLING WILL COMMENCE WHEN JOB EXCEEDS 50% DEPOSIT OR WHEN APPLICABLE.

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