CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0731

Innoprise Contract #: C15-0008

Year: 2015+

Amount: $11,377.00

Department: Building Maintenance

Contract Type: Vendor maintenance Agreement

Contractors Name: Affiliated Customer Service, Inc.

Contract Description: Preventative Maintenance Agreement - Fire Alarm System

AFFILIATED CUSTOMER SERVICE, INC.
AFFILIATED TECHNOLOGIES, INC.
AFFILIATED SYSTEMS, INC.
1441 Branding Lane, Suite 260
Downers Grove, IL 60515
PHONE: (630) 434-7900 | FAX: (630) 434-1333

Internet and E-Mail
www.AFFILIATEDINC.com
info@AFFILIATEDINC.com

AFFILIATED Customer Service, Inc.

Preventive Maintenance Agreement

Agreement Number: 20100-15

PRINT DATE: December 8, 2014

Effective from			Effective to		
Month	Day	Year	Month	Day	Year
01	01	2015	12	31	2017

Inspections Annually
1

Inspections scheduled for months shown below											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
X											

$11,377.00
Annually

LOCATIONS:

Original #	Location	2015 Price
P10011	SPORTSPLEX	$1,109.00
P11539	Cultural Center	$1,276.00
P11932.	POLICE DEPARTMENT	$1,662.00
P5573	VILLAGE HALL	$534.00
P5573	CIVIC CENTER	$710.00
P5573	REC. CENTER	$321.00
P5594	POLICE DEPT.	$656.00

Original #	Location	2015 Price
P5764	PUBLIC WORKS BLDG.	$1,260.00
P6455	PUMPING STATION	$443.00
P6455	SALT BUILDING	$299.00
P6455	OLD VILLAGE HALL	$572.00
P6455	ROBERTSON DAVIDSON	$517.00
P11717R	Metra Stations (Qty.4)	$2,018.00

INCLUDED COVERAGE:

FIRE ALARM TEST AGREEMENT

At the convenience of the Customer, Affiliated will schedule one (1) annual test and inspection of the Fire Alarm Equipment for the locations listed above. During the inspection(s), Affiliated will supply two (2) trained technicians – one (1) field technician and one (1) control panel auditor. Customer will be provided with immediate documentation of test results and will be notified of any deficiencies found during the inspection(s). Upon completion of the inspection, formal documentation of test results will be available for the customer and the local fire department. Service, repair, and replacement are available on a time and material basis unless otherwise noted. Customer will receive service call priority response over non-contract customers and access to 24-hour emergency service hotline – 365 days a year.

FIRE ALARM FULL SERVICE

Once 100% of the Fire Alarm Equipment has been tested by Affiliated representatives and deemed to be as 100% operative, Affiliated will then cover the labor and travel charges for all service calls due to normal Fire Alarm Equipment malfunctions from 8:00 a.m. – 4:30 p.m., Monday – Friday, except Holidays and not as a result of causes set forth in the "Terms and Conditions" appearing below. Upon proper authorization, any deficiencies found during testing will be repaired at no charge for labor or travel. Customer will receive service call priority response over non-contract customers, test agreement customers, and will receive access to 24-hour emergency service hotline – 365 days a year. Parts are an additional cost, unless otherwise noted. Programming of the fire alarm system is not included.

VILLAGE OF ORLAND PARK
(Customer)
14700 RAVINIA
ORLAND PARK, IL 60462

Authorized by: _____
Date: 1/9/15 **P.O. #:** _____

AFFILIATED CUSTOMER SERVICE, INC.
(Affiliated)
1441 Branding Lane; Suite 260
Downers Grove, IL 60515
P: (630) 434-7900 | F: (630) 434-1333

Company Representative: David Jackson
Phone Number: (630) 434-7900

TERMS AND CONDITIONS:

Equipment must be in good working order prior to the effective date of this agreement. Any parts or labor necessary to bring the equipment up to good working order will incur an additional charge. This agreement does not cover service and parts required due to vandalism, accidents, fire, water, storm, negligence or misuse, power failures, current fluctuations, lightning surges, Daylight Savings changes, telephone lines, repairs performed by others, repairs to waterflows, sprinklers, and halon systems, electrical wiring, or for any cause external to the equipment. Specification changes, alterations or attachments may require a change in maintenance charges. When, in Affiliated's opinion, a shop reconditioning or equipment repair is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, Affiliated will submit a cost estimate. Such work, if authorized by the customer, will be in addition to the maintenance charge. Customer is to provide a ladder, if required. Affiliated shall not be responsible for delays or inability to provide service calls due to, but not limited to, strikes, accidents, embargoes, acts of God or any other event beyond its control. When applicable, Customer is responsible for the property's fire pump during testing. This agreement will be automatically renewed for successive one-year periods.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS PRINTED ON PAGE 1 (FRONT & REVERSE) AND SUBSEQUENT PAGES.
QUOTE IS VALID FOR 30 DAYS. PRICES ARE SUBJECT TO CHANGE.

TERMS & CONDITIONS

NO EXPRESS OR IMPLIED WARRANTIES

The sole obligation of Affiliated under this Agreement is to inspect and, if authorized, make necessary repairs of the Equipment. Affiliated has not made or authorized any other person or party to make ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED which would impose upon Affiliated any obligation or liability, other than as expressly set forth herein, in respect to such warranties. In no event shall Affiliated be responsible for incidental or consequential damages.

RENEWAL

This Agreement will be automatically renewed for successive one -year terms. Affiliated may terminate this Agreement on thirty (30) days prior written notice to the Customer, in which event Customer shall be given a credit to the extent Customer is entitled to a refund, which credit may be transferred to another prospective customer if written notice of the transfer is served on Affiliated within one hundred eighty (180) days after the termination date. Customer may terminate this Agreement before the expiration date on thirty (30) days prior written notice by paying in full all accrued charges and twenty (20%) percent of charges payable during the remainder of the term. Any waiver of the termination fee must be in writing and signed by an officer of Affiliated.

FEE

Payment Terms are advanced payment or Net ten (10) days where satisfactory OPEN CREDIT IS ESTABLISHED. Affiliated reserves the right to revoke or modify any credit at its sole discretion. Delivery is F.O.B. factory. Further, in the event payment is not received according to terms, Affiliated may at its discretion, assess interest at the maximum rate allowed by law or at the rate of 1.5% per month, whichever is less. Customer also agrees to pay all costs incurred by Affiliated in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.

The billing for an extension period fee will be rendered to Customer in advance of expiration of the current term. There shall be added to all charges any taxes based on such charges, the service rendered or parts supplied pursuant hereto. Affiliated shall have the right to modify the charges of the Agreement at any time or times after the expiration of the first year from the effective date of this Agreement. If the Customer is unwilling to pay any such increase and notifies Affiliated in writing at least thirty (30) days prior to the effective date of such increase, Affiliated shall be permitted, at its sole option, to terminate this Agreement as if the term had expired. Failure to notify Affiliated in writing at least thirty (30) days prior to the effective date of increase will constitute Customer's consent to the increase and all of the other terms and conditions of this Agreement shall remain in full force and effect.

DEFAULT

If Customer does not pay the fees or charges due hereunder or any additional charges: Affiliated may (a) refuse to continue the services provided for herein or (b) furnish service only on a C.O.D. "Per Call" basis. Customer shall pay the full amount of all charges, together with reasonable attorney or collection fees, if placed in the hands of an attorney or collection agency for collection.

LIMITATION OF LIABILITY

Affiliated or its agents, assigns, employees, or independent contractors providing portions of service for the Customer, all hereinafter referred to as "Others", is not an insurer; but insurance, if any, shall be obtained by the Customer. Payments provided for herein are based solely on the value of the service and parts as set forth herein and are unrelated to the value of the Customer's property or the property of others located on Customer's premises. Affiliated and Others make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the service is designed to detect or avert. If Affiliated or Others should be found liable for personal injury or property loss or damage due from a failure of Affiliated or Others to perform any of the obligations herein, including but limited to repair service or the failure of the Equipment in any respect whatsoever, Affiliated or Others' liability shall be limited to a sum equal to fifty (50%) percent of the Agreement total price or Two Hundred Fifty ($250.00) Dollars, whichever is the greater, and this liability shall be exclusive. The provision of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by the Agreement, or from negligence, active or otherwise, except from sole negligence of Affiliated or Others.

INSURANCE

Customer grants permission to Affiliated to enter upon its premises to perform the service to the Equipment as agreed herein. In return, Affiliated shall maintain workmen's compensation insurance and liability insurance in full force and effect. A certificate of insurance will be provided to Customer upon request. If the Customer requests additional coverage beyond Affiliated's standard Insurance Program, the Customer will pay the additional premium directly to Affiliated. For example, additional Insured for General Liability on "Primary/Non-Contributing Basis" is $100.00; Waiver of Subrogation for General Liability is $100.00; and Waiver of Subrogation for Workers' Compensation is subject to a Minimum of $250.00 and can be higher depending on the size of the contract. In no event shall Affiliated be liable to indemnify Customer for damage or injury to person or property caused by or resulting from negligence of Customer, its agents or employees. Customer agrees to and shall indemnify, save, defend and hold harmless Affiliated and Others from and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including Affiliated or Others' performance or failure to perform and including defects in products, design, repair service, operation or non-operation of the Equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or product liability, on the part of Affiliated or Others; but this provision shall not apply to claims for loss or damage solely and directly caused by or due to the sole negligence of an employee of Affiliated or Others while on Customer's premises.

EMERGENCY FIELD SERVICE DOES NOT INCLUDE:

Service and parts required due to vandalism, accidents, fire, water, storm, negligence or misuse, power failure, current fluctuations, lightning surges, Daylight Savings changes, telephone lines, repairs performed by others, repairs to waterflows, sprinklers, and halon systems, electrical wiring, or for any cause external to the Equipment. Specification changes, alterations or attachments may require a change in maintenance charges.

EQUIPMENT

All Equipment to be inspected, tested, or serviced in accord with the terms and conditions of the Preventive Maintenance Agreement must be listed. Any equipment not so listed will not be inspected, tested, or serviced by Affiliated, nor is Affiliated responsible in any manner for equipment not listed. If the Customer desires Affiliated to inspect, test, or service equipment not listed, Affiliated will do so under a separate agreement and Customer will be billed at Affiliated's then prevailing rates or in accord with a written cost estimate supplied by Affiliated. Customer does hereby release, indemnify and hold harmless Contractor, its agents, servants, officers and directors from any claim, claim of lost valuables of any sort, cause of action or liability, suit or damage arising from or associated with in any manner, by operating the elevator or using the elevator controller for testing, servicing and/or maintaining the fire alarm system. Customer hereby releases and discharges Affiliated from any liability for damages or expenses of the property's peripheral equipment and bear all risks of loss or damage thereto, by whatever cause inflicted claimed to be caused during the course of our inspection including but not limited to; the HVAC units for shut down, breaker box shunt, fire and jockey pumps, elevator, and various electric equipment. Panel replacement does not include equipment or labor under the full service agreement.

TESTING AND INSPECTIONS:

If the inspector's test valves or main drain valves are inaccessible or conditions are inappropriate, Affiliated will conduct a mechanical test on the water flow switches and refrain from testing the main drains. Dry systems will be tested by tripping the pressure switch. Affiliated does not provide sprinkler system certifications. All devices listed as Equipment will be tested one (1) time to verify proper functioning, unless otherwise noted. Duct detectors will be tested via remote test station when available. Heat detectors will be tested in the frequency sited in NFPA 72. An elevator company or a trained staff member is to assist with testing any devices located in the elevator shafts and with elevator recall. Customer to coordinate with Electric Company and/or elevator company if necessary to complete the inspection. Customer is to provide access to all areas to be tested or serviced to avoid extra charges. If the Customer delays the service time for any reason or any additional trips are required beyond the normally scheduled inspection(s), this time may be billable to the customer. To properly test and maintain the fire alarm system, access codes and passwords must be provided to Affiliated prior to the first service or inspection date. If a lift or ladder is necessary to complete any service or testing, customer is to provide the lift apparatus to Affiliated. Customer to provide building occupants with proper notification of fire alarm test. Device quantities on the Equipment list are estimated. The agreement price may be adjusted for any substantial deviations between the estimated Equipment quantities listed and actual quantities. This agreement reflects all testing to be conducted during normal business hours of 8 a.m.-5 p.m., Monday through Friday, except Holidays, unless otherwise noted. This agreement does not include any programming of the fire alarm system unless otherwise noted. Any parts included in this agreement will be replaced when the part is deemed by Affiliated as inoperable. Any requested variations from Affiliated's normal testing procedures might result in an additional charge.

GENERAL

Affiliated shall not be responsible for delays or its inability to provide service calls due to, but not limited to, strikes, accidents, embargoes, acts of God or any other event beyond its control. This Agreement constitutes the entire contract between Affiliated and Customer with respect to service of the Equipment and no representation or statement not expressed herein shall be binding on Affiliated. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Customer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is executed prior or subsequent to the Agreement. This Agreement is not assignable by the Customer unless such assignment shall be consented to in writing by Affiliated. In the event of an emergency or system failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time of the emergency or failure until such time as Affiliated notifies the Customer that the system is operational or the emergency has been cleared. This Agreement shall be binding and inure to the benefit of Affiliated, the Customer, and their respective managements and their successors and permitted assigns.