

GAMEWELL-FCI ANNUAL AWARD WINNING DISTRIBUTOR SINCE 2004
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PROPOSAL

AFFILIATED CUSTOMER SERVICE, INC.

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TO : Village of Orland Park
Attention: Dennis Wokurka
14700 Ravinia Avenue
Orland Park, IL 60462
P: (708) 403-7275 F: (708) 403-6274

PROPOSAL #: 4T9073cpd

DATE: 04/02/2014

PROJECT : Orland Park Public Works Building
Fire Alarm Panel Replacement
Orland Park, IL 60462

TERMS AND CONDITIONS ARE ON THE FRONT AND REVERSE SIDES.

This quotation supersedes any oral quotation which may have been furnished by Affiliated to Buyer with respect to the Equipment List and Scope of Work. The prices and terms on this quotation are not subject to oral changes or other agreements unless approved by Affiliated. Quotation valid for 30 days but cancelable in the event of strike, material availability, and all other causes beyond Affiliated's control. Quotation subject to applicable taxes now in effect or if and when levied. Quotation only includes the Equipment listed. Any additions or deletions are subject to written price revisions and executed only by written change orders. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Purchaser's formal order, will not be binding to Affiliated.

TERMS:

Payment terms are 50% down, balance due within 10 days of receipt of Equipment 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 unless stated otherwise herein. 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 interest rate of 1.5% per month, whichever is less. Purchaser 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.

QUOTATION IS VALID ONLY IF APPROVED AND COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF AFFILIATED

FIRE ALARM MATERIAL LIST

ITEM	QTY	PART #	DESCRIPTION
A	1	SLP-BLK	Fire Alarm Control Panel, Smart Loop Addressable, Black
B	1	SLC-PM	SLP Add-on SLC Module, System Sensor
C	1	LCD-SLP	LCD Touchscreen Display Unit
D	1	E3BB-BAA	Enclosure, Black, Deep "A" Size, 1 Row (requires inner door)
E	1	AOM-2RF	Addressable Output Relay Control Module
F	4	MMI-6SF	Multi-Module Input, 6 Zone Interface Module
G	1	MMO-6SF	Multi-Module Output, 6 Circuit Signal Module
H	1	MBB-6	Back Box, 6 Unit (Requires MCH-6), for multi-modules
I	1	MCH-6	MCH-6 6-Unit Mounting Chassis
J	1	ASE 16X12X8	Cabinet, Hoffman enclosure, for 26ah batteries
K	1	F44G60	Electrical Trough
L	2	F44GCPNK	Electrical Trough End Cap
M	2	BATT261200A	Fire Alarm Battery, 261200A
N	Lot	ACSI	Installation, Programming, Technical Support, Inspection & Cert.

AFFILIATED CUSTOMER SERVICE, INC. (ACSI) would like to thank you for this opportunity in meeting your fire alarm requirement needs. **We will furnish and install the above list of materials for the sum of \$7,948.00.**

This price includes installation, programming, technical support, complete testing of all components installed and final check out of a proper operating system upon completion of project.

SCOPE OF WORK

ACSI will replace the existing malfunctioning fire alarm control panel with a new Gamewell-FCI S3 Fire Alarm Control Panel. All existing field devices and wiring is to remain.

SYSTEMS

ACSI cannot be held responsible for existing field conditions that negatively affect the Fire Alarm Control Panel (FACP). In the event that such conditions do exist, ACSI will contact proper personnel for additional work outside of this agreement.

ELECTRICAL

Installation will be completed by open shop fire alarm installers per NEC, BOCA and NFPA. All work is to be completed between the hours of 8:00 AM and 4:30 PM Monday thru Friday. Variation of these hours may constitute additional billing at overtime rates plus any necessary materials.

DEVICE COUNTS

This proposal is limited to the stated quantities listed herein and may be subject to change to meet fire departments and or state requirements and approval. Any change by the local AHJ or state that requires additional labor and or fire alarm equipment is an additional charge.

CITY TIE

This proposal does not include connection to the city or establishing a monitoring account. There is an existing one in place.

DRAWINGS AND SUBMITTALS

ACSI is responsible to submit submittals only (no drawings) for approval to the local AHJ. Submittal and approval fees are included for the local AHJ only. If the local AHJ uses an outside source/consultant to review drawings their fees will be an additional charge. This proposal does not include a PE stamp or any fees associated with obtaining a PE stamp. If a PE stamp is required it will be an additional charge.

MISC. FEE OMISSIONS / ADDS

All inclusions, restrictions and limitations for the project are as stated in the proposal herein.

All work is to be completed between the hours of 8:00 AM and 4:30 PM Monday thru Friday. Variation of these hours may constitute additional billing at overtime rates plus any necessary materials.

Paint & Patch is not included

Permit fees are included

Plan review fees are not included

PE Stamp is not included

COMPLETION REQUIREMENTS

Completion of the project requires "set-up" time. ACSI requires that all installation related to fire alarm shall be finished 15 working days prior to project completion due date to allow necessary final connections, programming, labeling, documentation, scheduling, pre-testing and final testing to be completed. Workdays include the hours of 8:00 AM and 5:00 PM Monday thru Friday. ACSI shall be notified when the installing contractor has completed field installation and is ready for system integration of field devices. ACSI cannot be held responsible for failure to meet the project due date if sufficient time has not been allowed for shipping, 15 working day system setup time or if ACSI had not been consulted prior to installation to provide system information requirements.

CLOSE

For inquiries please reference this proposal by the ACSI project number listed in the heading. This proposal is valid for 90 days. Please notify us if the job is awarded so that we proceed. Allow 15 working days for shipping of materials. Shipping costs and taxes have been included. Again, thank you for this opportunity. If there are any questions at all please do not hesitate to call.

Shipping has been included. For inquiries please reference this quote by the ASI project number listed in the heading. Again, thank you for this opportunity. If there are any questions at all please do not hesitate to call.

Affiliated Customer Service, Inc.
Christopher P. Davey
Account Executive
Cell: (630) 774-6542
Email: cdavey@affiliatedinc.com

Approved By: _____
Signature

Printed _____ Date _____

Authorized ACSI Representative _____ Purch. Order # _____

All Warranties of Merchantability or Fitness are for a particular purpose excluded by this Contract. There are no warranties implied or otherwise except as specifically set forth in paragraph 17 **LIMITED WARRANTY and LIMITATION OF LIABILITY**.

The warranty set forth in paragraph 17 below gives you specific legal rights, and you may have other rights, which may vary from state to state. It is expressly agreed that no oral, statutory, expressed or implied warranties other than that of title shall apply to the System or any parts thereof; and in no event shall Seller be liable for consequential damages, so the above limitations or exclusions may not apply to you.

The Purchaser hereby purchases the described components on the reverse side from Affiliated, Seller, (Affiliated Technologies, Inc., Affiliated Systems, Inc. or Affiliated Customer Service, Inc.) hereinafter called the "System", upon the terms and conditions below entitled **CONDITIONS** which Purchaser has read and fully understands, in particular paragraph 17 Limited Warranty & Limitation of Liability

CONDITIONS

1. Purchaser is responsible for all phone line charges.
2. Title to the System, and any additional, accessories and substitutions thereto shall remain vested in Seller until all agreement hereunder have been punctually performed by Purchaser and full payment of purchase price as required herein has been received notwithstanding any retaking or redelivery to Purchaser or granting of extensions of payment thereunder. Credit Sales are subject to the approval of the Credit Department. In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, Affiliated shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid.
3. Purchaser, until the purchase price is paid in full, shall not, without written consent of Seller, in any manner: (1) assign, sell, mortgage, lease, loan or transfer this Contract or any interest therein or in System covered hereby, or (2) suffer the System to be encumbered or attached. The System shall remain personal property irrespective of the manner of its attachment to the realty, and the title thereto shall be and remain vested in Seller until the purchase price thereof has been fully paid in money and Purchaser has fully complied with all his obligations under this Contract; until such time title shall remain in Seller notwithstanding any granting of renewals or extensions hereof and notwithstanding any retaking of possession of the System or redelivery of the System by Purchaser. Until title vests in Purchaser, Purchaser will keep System fully insured against loss by fire and theft and other insurance requested by Seller for its protection with any loss payable to Seller and Purchaser as their interests may appear. The loss, injury or destruction of the System shall not release or abate the obligations of Purchaser.
4. This sales agreement is for merchandise and/or installation only. Monitoring and long term maintenance and repair of the system sold herein, other than as provided for in paragraph 17 below under the limited warranties, are not provided for by this agreement. Arrangements can be made with Affiliated for monitoring by another company and continued maintenance and repair of the system sold herein.
5. This Contract constitutes the entire and inclusive agreement between Purchaser and Seller with respect to System. No modification, alteration, representation or promise shall be binding on Seller, unless in writing and signed by both parties hereto and as required under paragraph 15. **CANCELLATION:** Any cancellation must be made in writing. The minimum cancellation fee is 25%. If the equipment is a special purchase item as determined by Affiliated, then the cancellation fee will be determined. If the Equipment was shipped, then Purchaser must obtain a return authorization (RA) from Affiliated.
6. Unless specifically contracted for, Affiliated denies any supervisory role and thus Agreement shall not commit Affiliated to any supervisory role, including, but not limited to the placement or routing of any wires or other Product. It is understood and agreed by the Purchaser that Affiliated is not an insurer.
7. The Seller shall not be liable for delays or failures to perform its obligation herein resulting directly or indirectly from or contributed to by the acts, demands, orders, regulations or requirements of any governmental, federal state or local, and is subject to any preference priority, limitations, allocation order or regulation of any person or agency exercising governmental authority, and is subject to the acts of God, fires, floods, strikes, labor difficulties, inability to secure transportation, unusual market conditions, accidents, acts of military authorities, war emergencies or national defense activities.
8. The Seller agrees to perform any warranty repairs and/or replacements required under this agreement during the hours of 9 AM to 5 PM Monday through Friday, except holidays. Any warranty services provided at Purchaser's request at any other times, require a charge to the Purchaser based upon Seller's normal charge for after hours warranty service calls. All non-warranty service and repairs are governed by separate servicing contract and by Seller's normal charges then in effect, and such servicing contract incorporates all limitations of Liability provided for in this Agreement.
9. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
10. Purchaser agrees to inspect and test the system upon completion of any installation, construction or warranty servicing of the System. PURCHASER AGREES THAT ANY DEFECT OR OMISSIONS IN THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICING OF SAID SYSTEM SHALL BE CALLED TO THE ATTENTION OF SELLER IN WRITING, WITHIN TWO (2) DAYS OF THE COMPLETION OF THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICING. Upon the expiration of such two (2) day period, the work shall be construed as "accepted" by the Purchaser, and totally "satisfactory" to Purchaser, the specific portions of said premises to be wired or protected set forth in this Contract notwithstanding.
11. It is agreed between the parties of this Contract that once the System is installed, if any local, state, federal agency or insurance company requires a change of modification to the property, in any manner whatsoever, such change will be paid for by Purchaser. Purchaser shall pay for any local permits required and false charges levied by local authorities or local governments.
12. Purchaser hereby warrants that it has full authority from the owner and/or any other person in control of the premises, to permit the installation, if any, of the System as described herein, and the Seller is authorized to make any alterations for such work necessary for said installation and may drill holes, use clamps, nails, screws and other devices to secure and wire any equipment securely to the building and walls. The Seller will not be liable for any damage to the premises and assumes no responsibility whatsoever for any condition created thereby at the time of said installation for the removal of the System, for any reason whatsoever. Wiring and contacts will be hidden where practical and where construction permits and is deemed necessary by Seller.
13. Drawings and wire diagrams are prepared in accordance with the project plans and specifications available to Affiliated at the time of the bid and are NOT intended to be System design or approval documents. Affiliated is not a professional engineer. Under no circumstances is any clause in this Agreement or any actions taken by Affiliated to be construed in such a way as to impose upon Affiliated the duties or liabilities of a professional engineer.
14. The customer assumes the responsibility to test the system, periodically to verify operation of the system. It is further understood that the responsibility for the replacement of batteries in the detection transmitters is the responsibility of the customer. Battery replacement may be done by the contractor upon the request from the customer, on a time and material basis.
15. This Contract shall not be binding upon Seller unless it is countersigned by an officer of the Seller's Company. No salesman or agent of the Seller has authority to orally bind the Seller or change any written item in the Agreement.
16. This Agreement shall be governed by the laws of the State of Illinois. Both parties agree that this contract was signed, and if accepted by Seller, in DuPage County, Illinois.
17. **LIMITED WARRANTY and LIMITATION OF LIABILITY.**
 - a. Seller agrees to repair or replace free of cost for a period of ninety (90) days from completion of installation, any part of the installation and/or System specified in this Contract, which upon Seller's inspection proves to be defective in material or workmanship. The Seller is not responsible for equipment and/or acts of God. To obtain warranty service, simply contact the nearest office listed on the front of this Contract.
 - b. It is agreed by and between the parties hereto. Except as provided in paragraph 17a above, neither Affiliated, its Employees or agents assumes any responsibility for any loss occasioned by malfeasance or nonfeasance in the performance of the services under this contract or a failure of the equipment to properly operate or for any loss or damage sustained through a burglary, theft, robbery, fire or other case or any liability on the part of Affiliated, Inc., its employees, or agents. This liability shall be complete and exclusive. In the event Purchaser wishes the Seller to assume a greater liability, the Purchaser may, as a matter of right, obtain from the Seller a higher limit by paying an additional amount to the Seller, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold Affiliated, its employees, or agents as an insurer.

PURCHASER ACKNOWLEDGES THAT ADDITIONAL PROTECTION OR MORE COMPLETE PROTECTION HAS BEEN OFFERED AND IS AVAILABLE AT AN ADDITIONAL CHARGE