



1550 Shore Road, Naperville, IL 60563 Phone: 630.369.2900 Fax: 630.369.1211

March 5, 2024

## PROPOSAL



Scott Hiland  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL. 60462

Phone: 708.362.2553  
E-Mail: [shiland@orlandpark.org](mailto:shiland@orlandpark.org)

Project: Centennial Park West-Concert Venue Project.  
Subject: Proposal for Gate Control/Access Control & Intrusion Systems

Dear Scott,

Thank you for allowing Sound Incorporated the opportunity to provide you with a Proposal for Centennial Park West-Concert Venue Project. We have made every effort to be complete and thorough in our proposal which is based on our phone conversations.

Enclosed please find Sound Incorporated's proposal package which includes the following documents:

1. Total Investment
2. Warranty
3. Clarifications
4. Terms

Our team of professionals is looking forward to working with you. After you have reviewed our proposal, we would like to have an opportunity to sit down with you and review our scope of work and design of the system.

Should you have any questions, please contact me at (630) 885-4779.

Sincerely,

SOUND INCORPORATED

*Don Danko*

Don Danko  
Senior Account Executive - Security



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### Total Investment For Village of Orland Park

Cost for Gate Controller / Access Control System.....	\$38,171.00
Cost for Intrusion System with Access Control Disarm.....	\$17,785.00
Total Investment excluding Taxes.....	<u>\$55,956.00</u>

### Warranty

The equipment furnished by Sound Inc. under this proposal shall be warranted for one (1) year.

### Clarifications

Sound Incorporated is complying with the intent of the security bid package. The following are Clarification points to be addressed to assume proposal as a complete package.

- The proposal does not include any raceway, conduit, sleeves, coring, back boxes or 120 VAC power, where required.
- Owner is responsible for Access Control Data Panel Connection.
- Owner is responsible for Intrusion Dialer to Police Dispatch.
- All painting and patching, if required, done by others.
- All card reader data entry by others.
- Owner to provide all the necessary IP addresses for the network devices.
- All Servers, PCs require a minimum of Microsoft Windows 10 operating system.
- Should any existing equipment, or communications media (i.e. cables, fiber optics, etc.) be used on this contract Sound Incorporated does not warrant the operation of said equipment, and as such should any faults be found with existing equipment, we reserve the right to make additional charges to rectify such faults. All such faults will be reported to the client prior to rectification.
- Due to the volatile market, this proposal can only be valid for a maximum of sixty days and may be subject to cost adjustment resulting from manufacture component shortages, international production crises, market equipment values, etc...
- Owner to provide us with a list of contacts, phone numbers and e-mail addresses for the individuals that will be involved in the project.

### Terms

50% due upon order acknowledgement\*, 40% due upon completion of installation, 10% due upon acceptance. For payment via credit card a 3% handling charge will be assessed.

*\*The payment of this invoice must be received prior to delivery of equipment to site.*



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### TERMS AND CONDITIONS

1. Creation of a Security Interest.

Until such time as Buyer has paid the agreed purchase price. Seller hereby retains, and Buyer hereby grants a purchase money security interest in the described equipment. In connection therewith, Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's purchase money security interest in the equipment or otherwise protect its rights in and to said equipment. Buyer hereby authorizes Seller as its attorney-in-fact to execute and file on Buyer's behalf, any such UCC Financing Statement.

2. Limitation and Exclusion of Warranties.

Seller Hereby warrants the described equipment against defective parts for a period of one (1) year from the date of installation and warrants that the installation of said equipment shall be performed in a workmanlike manner. Buyer's exclusive remedy under these warranties shall be the repair and replacement by Seller at Seller's expense of nonconforming equipment of parts thereof.

The Warranty does not extend to any equipment which has been (1) subject to misuse, neglect, accident or abuse, (b) damaged by acts of God, exposure to elements of weather, inadequate or surplus utility power, power surges, insufficient heating/ventilating/air conditioning (HVAC), HVAC failure or causes other than ordinary use (It is the buyer's responsibility to regulate and filter any and all necessary power requirements and to supply and maintain a static free environment to insure system integrity), (c) wired, repaired or altered by anyone other than Seller without Seller's express and prior approval, (d) improperly installed by someone other than Seller, its subcontractors or affiliates, (e) used in violation of instructions furnished by Seller. In no event shall Seller be liable for consequential or incidental damages arising out of a breach of any warranty or any other provision contained herein. Seller may suspend warranty work if the purchase price is not paid in full when due and shall not be required to recommence warranty work until all obligations of Buyer under this Agreement are satisfied in full; provided, however, that nothing hereunder shall extend in the warranty period beyond one (1) year from the date of installation.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER, AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

3. Waiver, Amendment, Notice, Termination.

Any waiver of rights hereunder or any amendment or requirement of notice or termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

4. Risk of Loss.

Upon identification of the described equipment to the contract, Buyer shall bear the risk of loss and it shall remain on Buyer regardless of any breach by Seller of any provisions hereof.

5. Tax Obligation.

Buyer will pay promptly when due all taxes, assessments and other charges levied or assessed by any governments or governmental agency upon the sale of the described equipment.

6. Assignment.

Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller which consent may be withheld in Seller's sole discretion.

7. Benefit.

This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each of the parties hereto, its successors and assigns.

8. Limitation of Liability

Client understands that: a) Sound is not an insurer of Client's property or the personal safety of persons at said location b) Client will provide any insurance on said location and its contents c) the amount Client pays to Sound is based solely on the value of the system and service Sound provides and not on the value of Client's location or its contents d) security systems, alarm systems and Sound monitoring may not always operate properly for various reasons e) it is difficult to determine in advance the value of Client's property that might be lost, stolen or destroyed if the system or Sound service fails to operate properly f) it is difficult to determine how fast the police, fire department or others would respond to an alarm signal g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by Sound's failure to perform, negligence, or a failure of the system.

Therefore, Client agrees that, even if a court decided that a failure of the system, Sound's negligence, monitoring, repair or service caused or allowed any harm of damage, whether property damage, personal injury or death to Client or anyone at Client's location, Sound's liability shall be limited to six (6) times the monthly service fee, and this shall be Client's only remedy, regardless of what legal theory is used to determine that Sound was liable for the injury of loss.

9. Third Party Indemnification and Subrogation

If anyone other than Client asks Sound to pay for any harm and/or damages, including property damage, personal injury or death, connected with or resulting from a) a failure of the security/alarm services b) Sound's negligence c) any other improper or careless activity of Sound in providing the system or services or d) a claim for indemnification or contribution, Client will repay to Sound any amount which a court orders Sound to pay or which Sound reasonably agrees to pay and amount of Sound's reasonable attorney's fees and any other losses and costs that Sound may incur in connection with the harm and/or damages. Client's obligation to repay Sound for such harm and/or damages shall not apply if the harm and/or damages occurs while one of Sound's employees or subcontractors is in or about said location, and such harm and/or damages is solely caused by the employee or subcontractor. Unless prohibited by Client's insurance policy, Client agrees to release



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Sound from any claims of parties suing through Client's authority or in Client's name, such as Client's insurance company, and Client agrees to defend Sound against such claim. Client will notify its insurance company of this release.

10. Construction

This writing constitutes the final expression of the agreement between the parties and is intended as a complete statement of the terms of the agreement. No course of prior dealings between the parties and no trade usage shall be relevant to supplement or explain any term used in this Agreement. This Agreement has been finally accepted in the State of Illinois and shall be governed by the laws of the State of Illinois including the Uniform Commercial Code and its amendments as effective in the State of Illinois.

11. Attorney's Fees/Interest.

Buyer shall pay to Seller all attorney's fees, court costs, and all other expenses which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

12. Interest/Late Charges.

Buyer agrees to pay 1 ½% per month FINANCE CHARGE (18% PER ANNUM) if the purchase price it is not paid in full when due.

13. Severability.

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision thereof is declared invalid.

14. Authority.

Buyer represents, covenants and warrants to Seller that Buyer has corporate or other power to make and perform this Sales Agreement and that the making and performance of the Sales Agreement by Buyer, and the financing hereunder, have been duly authorized by all necessary corporate or other action of the Buyer and will not violate any provision of law or of its Articles of Incorporation or By Laws, Articles of Organization, Certificate of Formation or other charter, or Operating Agreement or result in the breach of any agreement to which Buyer is a party or by which it is bound.

Sound Incorporated is licensed by the State of Illinois to act as a private alarm contractor. All Sound employees involved in the engineering, design, sale, installation, documentation and maintenance of the proposed system hold Permanent Employee Registration Cards (PERC) as required by the state (225 ILCS 446/80).

Respectfully Submitted by:

*Don Danko*

Don Danko

Senior Account Executive – Security

**Acceptance of Proposal:** The above specifications, terms and conditions are satisfactory. You are authorized to do the work as specified.

**Buyer's Acceptance:**

**Sound Incorporated's Acceptance:**

Accepted by: \_\_\_\_\_  
(Printed name)

Accepted by: \_\_\_\_\_  
(Printed name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_ at Naperville, IL.