

**PROPOSAL/CONTRACT****Submitted to:** Clearview Local Schools
Attn: Mark Smarsh/Mary Ann Nowak
4700 Broadway Avenue
Lorain, OH 44052**Project:** South Middle Double Door Access Control
Added to Existing System
Durling Middle School
100 N. Ridge Rd. West Lorain, OH 44052**Phone:** (440) 308-5108**Date:** July 8, 2022Scope of Work:

Installation of access control equipment to add one additional access-controlled door. The new access control points will function similar to existing access doors with proximity readers. Customer will supply 120VAC power to door for power supply above ceiling. See conditions for items included, customer's responsibilities, and items that are not included and may require an additional expense.

The following will be supplied, installed, programmed and tested:

- 1 - Honeywell NXIMPS NetAXS-123 Single Door Access Control, Metal Enclosure w/Tamper Switch & Terminal Block, 4 Amp 12 VDC Power Supply, & 12V 7 Amp Battery
- 1 - Honeywell OP30HON/OP40HON Proximity Reader
- 1 - Honeywell S4 Transorb/Suppressor
- 1 - Altronix RB-5 DPDT Relay Module
- 1 - Latch Retraction, Power Supply & Power Transfer Loop to Electrify Door
- 1 - Lot Access Control Cables
- 1 - Lot Miscellaneous Installation Materials

TOTAL \$5,135.00 tax exemptAdditional Costs:

NOTE: Monthly access control cloud service fee may increase.

See page 2 for Warranties, Conditions, & Terms

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Acceptance of Proposal – By signing below, Buyer hereby acknowledges that Buyer has reviewed, approved and hereby accepts the above Proposal and all of its terms and conditions, including the Terms and Conditions listed below. Rebman Systems, Inc. is authorized to do the work as specified. Payment will be made as outlined above. Authorization below converts this proposal to a legally binding contract.

Authorized By:  Name: Kenneth G. Rebman

RSI REPRESENTATIVE

Accepted By: _____ Name: _____
BUYER

Title: _____ Date: _____

TERMS AND CONDITIONS

1. **Payment** All sums payable to Seller shall be paid as and when due and any payment not made when required shall bear interest at the rate of 18% per annum.
2. **Delays** Seller shall not be responsible for any delays caused by act of God, adverse weather conditions, strikes, war, national emergency, terrorism, unavailability of materials, accidents or other matters outside of Seller's control.
3. **Manufacturer's Warranties/Seller's Warranty** To the extent assignable, Seller extends all manufacturer warranties on all parts and equipment sold by Seller. Seller further warrants that it shall repair and replace any parts which shall fail or malfunction for a period of one (1) year after installation, provided that if repair or replacement is required due to failure by Buyer to operate pursuant to manufacturer's instructions, this warranty shall not apply. All work shall be completed in a workmanlike manner according to standard practices. In no case however, shall Seller's liability herein exceed the original cost of the equipment and installation of the equipment sold to Buyer.

4. **DISCLAIMER OF WARRANTIES; WAIVER OF DAMAGES; LIABILITY FOR DAMAGE TO PERSON AND PROPERTY:** SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PARTS, EQUIPMENTS OR SYSTEMS' MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, AS TO THE PARTS, EQUIPMENT OR SYSTEMS. INSTEAD, EXCEPT AS PROVIDED IN PARAGRAPH 3 HEREOF, ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. SELLER'S ENTIRE AND SOLE LIABILITY FOR ANY FAILURE OF OR DEFECT IN ANY PART, EQUIPMENT OR SYSTEM IS SET FORTH IN PARAGRAPH 3 HEREOF. SELLER SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO BUYER AND/OR BUYER'S PROPERTY, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, CLAIMS OF THIRD PARTIES, COST OF MONEY, IN ANY WAY CONNECTED WITH THE OPERATION OF, USE, DEFECT, OR FAILURE OF PARTS, EQUIPMENT OR SYSTEMS SOLD HEREBY OR HOWSOEVER ANY SUCH LOSS OR DAMAGE MAY HAVE BEEN CAUSED.

5. **Changes** Any deviation or alteration in the work or the specifications involving extra costs will be completed only upon a written change order and will increase cost in accordance with such change order.
6. **Insurance** Buyer shall carry fire and extended coverage insurance. Seller's workers are covered by worker's compensation insurance.
7. **Acceptance of Proposal** This Proposal is open for acceptance for a period of thirty (30) days after which it is considered withdrawn. Buyer's acceptance of this Proposal is assent to all its terms.
8. **Collection Costs** Buyer agrees to pay all reasonable attorney fees and court cost and other expenses involved with the collection of monies owed to Seller pursuant to this Agreement.
9. **Severability** In case any one or more of the provisions of these terms and conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
10. **Entire Agreement** The contract resulting from acceptance of Seller's proposal and these terms and conditions represent the entire agreement of the parties concerning the Project. Any changes or amendments hereto shall only be valid if made in writing and signed by each party.
11. **Binding Effect** The contract resulting from the acceptance of the Seller and these terms and conditions are binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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Warranties:

1. One-year installation warranty.
2. Manufacturer's equipment warranties will be extended to customer.
3. Warranties begin on the date of RSI's final invoice.
4. All warranties are void if any part of system(s) is serviced by a company or individual other than Rebman Systems, Inc.

Conditions:

1. Customer is responsible for setting up internet access, programming, switches, & routers to accept RSI's devices.
2. Customer will supply / install 120VAC power where required.
3. Customer will supply / install internet connectivity.
4. Customer will supply IP network addresses.
5. Customer will supply door closers.
6. Customer will supply electric door hardware to release door(s) with required power supply and standby battery.

Terms:

1. 50% Deposit due upon acceptance.
2. Invoiced as job progresses and/or equipment is delivered.
3. Balance due upon installation completion.
4. Net 10 days.
5. 1 1/2% interest charged per month to past due accounts.
6. If not accepted, proposal will expire after 30 days.

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RSI REPRESENTATIVE

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