

**PROPOSAL/CONTRACT**

Submitted to: Clearview Local Schools
Attn: Mark Smarsh/Mary Ann Nowak
4700 Broadway Avenue
Lorain, OH 44052

Project: Access Control System on Cloud Server
Clearview Wellness & Fitness Facility
4700 Broadway Avenue
Lorain, OH 44052

Phone: (440) 308-5108

Date: July 6, 2022

Scope of Work:

Installation of an access control system in the proposed Wellness & Fitness facility. The new access control equipment will duplicate the other buildings in the district and connect to the Honeyweb "cloud server" provided by Rebman Systems. Rebman Systems is providing an access control "design of equipment" based on bidding plans and information provided by school district contacts. Rebman Systems will install all equipment and cables, terminate equipment, program and test. All door hardware, conduits for door hardware power connection, conduits for proximity readers and internet switch will be supplied by other contractors or owners' vendor. Electrical contractor will supply 120VAC primary power on a dedicated breaker for access panel and power supply. The entire access control system will have a battery standby. Rebman Systems will supply all submittal documents required. See conditions for 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 MPA1002U-MPS 2-Door 4-Reader Controller (2 Door License), Metal Enclosure, 12V 7AH Battery
- 1 - Honeywell MPA1004U-MPS 4-Door Control Panel (4 Door Licensed), Metal Enclosure, (2) MPA2RJ, 12V 7AH Battery
- 6 - Honeywell OP30HONS/OP40HONS Proximity Readers
- 1 - Ditek DTK-120HW 120VAC Surge Suppressor
- 1 - Altronix EFLOW6NA8D Eight PTC Outputs Power Supply/Charger w/Multi-Output Access Power Controllers
- 2 - MK Battery ES12-12SA 12VDC 12 Amp Hour Standby Rechargeable Batteries
- 2 - Honeywell 4193SNP Dual Zone Addressable Modules
- 1 - Lot Access Control Cables
- 1 - Lot Miscellaneous Installation Materials

INSTALLATION TOTAL \$9,221.00 tax exempt

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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 SIGNATURE BUYER PRINTED NAME

Title: _____ Date: _____
BUYER TITLE DATE PROPOSAL SIGNED

TERMS AND CONDITIONS

- 1 **Payments** 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, EQUIPMENTS 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's vendor is responsible for setting up internet access, programming, switches, & routers to accept RSI's devices.
2. Another contractor will supply/install 120VAC power for access panels & power supplies.
3. Another contractor will supply/install door closers.
4. Another contractor will supply electric door hardware to release door(s).
5. Customer's vendor will supply/install internet connectivity.
6. Customer's vendor will supply IP network addresses.
7. Any additional monthly costs for "cloud service" will be invoiced to Clearview Schools.

Terms: Invoiced as job progresses and/or equipment is delivered. Balance due upon installation completion. Net 30 days. 1 1/2% interest charged per month to past due accounts. If not accepted, proposal will expire after 30 days.

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REBMAN REPRESENTATIVE

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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.
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