

CITY OF OBERLIN, OHIO

ORDINANCE No. 16-24 AC CMS

AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH REBMAN SYSTEMS INC. OF LORAIN, OHIO, THROUGH THE STATE OFFICE OF PROCUREMENT SERVICES FOR THE PROCURMENT AND INSTALLATION OF A FIRE DETECTION AND SECURITY INTRUSION ALARM SYSTEM FOR OBERLIN MUNICIPAL LIGHT AND POWER SYSTEM AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That pursuant to Ohio Revised Code Section 125.04 and City of Oberlin Resolution No. R88-7, the Interim City Manager is hereby authorized and directed to enter into a contract with Rebman Systems Inc. of Lorain, Ohio, through the Department of Administrative Services Cooperative Purchasing Program for the purchase of a Fire Detection and Security Intrusion Alarm System for Oberlin Municipal Light and Power System for a purchase price not to exceed \$80,000.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall take effect at the earliest date allowed by law.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: to procure and install a fire detection and security intrusion system in order to implement these risk mitigation measures as soon as possible” and shall take effect immediately upon passage.

PASSED: 1st Reading: August 15, 2016 (E)


2nd Reading: _____

3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

POSTED: 08/16/2016


RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 08/15/2016

PROPOSAL/CONTRACT

Submitted to: Oberlin Municipal Light & Power
Attn: Steve Wilson
289 S. Professor St.
Oberlin, OH 44074

Project: Fire Alarm, Detection, & Monitoring
System for Oberlin Generator Plant

Phone: (440) 776-4818

Date: May 18, 2016

Scope of Work:

Installation of a fire detection and alarm notification system with internet/cellular commercial fire communicator that will send all alarm signals from fire alarm system to the EMERGENCY24 UL central station monitoring center via the internet (primary) and thru digital cellular (backup). The communicator meets UL 864 standards and complies with NFPA 72 for communications transmission. The equipment and installation will meet UL, NEC, OBC, NFPA 72 codes and local requirements. Submittal books, battery calculations, and voltage drop calculations will be submitted to local Building Department for review. The cost for plan review is not included in this proposal. All fire alarm cables on main level will be enclosed inside EMT conduits from floor to ceiling. The basement cables will be enclosed inside conduits 100%. Cables leading to and inside pump rooms will be enclosed inside PVC conduit 100%. Cables open on high ceilings only. All EMT conduit connections will be compression type. 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 via RSI's State Term Contract #7784601507:

1 - Honeywell Vista-128FBPT Commercial Partitioned Fire & Burglary Alarm Control Panel	\$ 635.69
2 - Honeywell 6160CR-2 Red Remote Fire Annunciators (\$189.79 ea)	\$ 379.58
1 - Honeywell HPFF12 12 Amp, 24VDC, Fire Alarm NAC Power Supply	\$ 501.02
1 - Honeywell iGSMCFP4G Internet & 4G Commercial Fire Communicator	\$ 362.70
1 - Honeywell GSM3DB50KT 3Db Outdoor Antenna w/50 feet RG-8 Coax	\$ 197.70
1 - Altronix AL1024ULM-R Multi-Output Power Supply/Charger (FAAST)	\$ 392.59
1 - Gamewell BB17B Battery Cabinet	\$ 55.76
2 - Powersonic PS12120 12VDC 12 Amp Hour Standby Rechargeable Batteries (\$55.89 ea)	\$ 111.78
4 - Powersonic PS12180F2 12VDC 18 Amp Hour Standby Rechargeable Batteries (\$67.59 ea)	\$ 270.36
3 - Ditek DTK-120HW 120VAC Surge Suppressors for Power Supplies (\$40.29 ea)	\$ 120.87
3 - System Sensor 9400X Conventional FAAST Fire Alarm Aspiration Sensing (\$3,196.00 ea)	\$ 9,588.00
2 - System Sensor 8100 FAAST Aspiring Smoke Detectors (\$1,901.43 ea)	\$ 3,802.86
11 - System Sensor P-PIPE-210 CPVC Aspiration Pipes w/BlazeMaster® Resin (\$271.28 ea)	\$ 2,984.08
9 - System Sensor P-COUPPLING Pipes (\$32.38 ea)	\$ 291.42
4 - System Sensor P-ELB-90 Elbows (\$44.60 ea)	\$ 178.40
2 - System Sensor P-ENDCAP End Caps (\$32.99 ea)	\$ 65.98
2 - System Sensor P-TEE Tees (\$48.88 ea)	\$ 97.76
2 - System Sensor P-LABEL-P Sampling Point Labels (\$30.55 ea)	\$ 61.10
2 - System Sensor P-LABEL-T Pipe Labels (\$30.55 ea)	\$ 61.10

EQUIPMENT CONTINUED ON PAGE 2

Page 1 of 3

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: Steve Dyer
BUYER
 Title: Electric Director Date: 8-19-16

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 Delay: 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 liability is limited 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.



PROPOSAL/CONTRACT

Submitted to: Oberlin Municipal Light & Power
Attn: Steve Wilson
289 S. Professor St.
Oberlin, OH 44074

Project: Fire Alarm, Detection, & Monitoring System
for Oberlin Generator Plant

Phone: (440) 776-4818

Date: May 18, 2016

The following will be supplied, installed, programmed and tested via RSI's State Term Contract #7784601507 Continue 1:

7 - Honeywell 5140MPS-1 Manual Pull Stations (\$30.13 ea)	\$ 210.91
7 - Honeywell 5140MPS-BB Red Back Boxes (\$12.97 ea)	\$ 90.79
22 - Honeywell 4193SNP Dual Zone Addressable Modules (\$14.26 ea)	\$ 313.72
5 - Honeywell 5193SDT Addressable Photoelectric Smoke Detectors w/Thermal Detector (\$81.89 ea)	\$ 409.45
1 - Honeywell 4101SN V-Plex Addressable Relay	\$ 57.68
6 - System Sensor 5601P 135° Fixed Temperature Heat Detectors w/Rate-of-Rise Detection (\$12.83 ea)	\$ 76.98
15 - System Sensor P2R 2-Wire ADA Horn/Strobes, Standard Candela, Red (\$46.44 ea)	\$ 696.60
4 - System Sensor SR ADA Strobes w/Selectable Standard Candela, Red (\$37.27 ea)	\$ 149.08
19 - System Sensor BBS-2 Back Boxes/Skirts for Horn/Strobes & Strobes (\$6.72 ea)	\$ 127.68
15 - System Sensor PC2R Ceiling Mount ADA Horn/Strobes (\$46.44 ea)	\$ 696.60
15 - System Sensor BBSC-2 Ceiling Mounted Back Boxes/Skirts for Horn/Strobes & Strobes (\$9.78 ea)	\$ 146.70
STATE TERM EQUIPMENT TOTAL	\$23,134.94
CABLES, CONDUITS & INSTALLATION MATERIALS	\$ 8,900.00
STATE TERM LABOR	\$37,830.00
INSTALLATION TOTAL	\$69,864.94 tax exempt

Additional Costs:

1 - City of Oberlin Work Permit	\$ TO BE DETERMINED
7 - Submittal Books (\$75.00 each)	\$525.00
1 - Plan Review	\$ BY CUSTOMER

Monitoring Service Fees:

UL Listed Internet w/2-Path Cellular Central Station Monitoring Service & Daily Auto Test

\$46.00 per month tax exempt

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: Steve Dupree
BUYER

Title: Electric Director Date: 8-19-16

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, 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 Contingency 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



PROPOSAL/CONTRACT

Submitted to: Oberlin Municipal Light & Power
Attn: Steve Wilson
289 S. Professor St.
Oberlin, OH 44074

Project: Fire Alarm, Detection, & Monitoring System
for Oberlin Generator Plant

Phone: (440) 776-4818

Date: May 18, 2016

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.

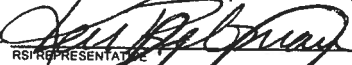
Conditions:


1. Customer will be invoiced additionally for lift rental or supply hi-lift if required.
2. Customer will supply / install 120VAC power where required.
3. Customer is responsible for setting up internet access, programming, switches, & routers to accept RSI's devices.
4. Customer will supply / install internet connectivity.
5. Customer will supply / install network connectivity.
6. Price does not include the creation and submitting of plans for approval to the authority having jurisdiction. This will be handled by customer.
7. Proposal subject to approval from authority having jurisdiction.
8. RSI's technician will train customer one hour on site.

Terms:

50% Deposit due upon acceptance. 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.

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: Steve Dyer
BUYER

Title: Electric Director Date: 8-19-16

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 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, USE, DEFECT, OR FAILURE OF PARTS, EQUIPMENT OR SYSTEMS SOLD HEREBY OR HOWSOEVER ANY SUCH LOSS OR DAMAGE MAY HAVE BEEN CAUSED.

5 Change. 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
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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.

1909 North Ridge Rd. E., Unit 1
 Lorain, OH 44055-3379

PROPOSAL/CONTRACT

Submitted to: Oberlin Municipal Light & Power
 Attn: Steve Wilson
 289 S. Professor St.
 Oberlin, OH 44074

Project: Intrusion Detection w/Bird-Proof Motion
 Detection System for Oberlin Generator
 Plant

Phone: (440) 776-4818

Date: May 18, 2016

Scope of Work:

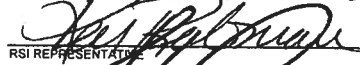
Installation of intrusion alarm devices interfaced with fire alarm control panel on a dedicated partition. Intruders will be detected by dual technology microwave and passive infrared sensors. The motion detectors will be adjusted to ignore birds. Installation of a Honeywell hardwired intrusion alarm system to detect unauthorized entry into secured premises. The system will transmit all alarm signals using internet/cellular two-path communication to a UL listed central station monitoring center. The system will arm/disarm using a four-digit pin code at keypads. Upon activation of intrusion detection devices, an alarm condition will be activated. An alarm condition will display on keypad, sound interior alarm from keypad, sound indoor siren, and notify the authorities via the central station monitoring center along with one contact from a customer provided list of up to five phone numbers. This system will include battery standby and AC surge protection. Honeywell's Vista advanced communications will deliver the most reliable technology for property and life safety. 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:


- 3 - Honeywell 6160 Keypads w/Indoor Sounder
- 1 - Honeywell 4297 Polling Loop Extender/Isolator
- 1 - Altronix AL400ULM Power Supply w/Fire Alarm Disconnect, Grey Enclosure
- 1 - Ditek DTK-120HW 120VAC Surge Suppressor for Power Supply
- 2 - Powersonic PS1270 12VDC 7 Amp Hour Standby Rechargeable Batteries
- 1 - ELK Products ELK-1103 Channel Voice Siren Driver
- 1 - Honeywell 713 Outdoor 40-Watt Speaker
- 2 - Honeywell 7945GY Overhead Door Contacts (Entry/Exit Doors)
- 1 - Honeywell 959 Overhead Door Contact (Entry/Exit Overhead Door)
- 8 - Honeywell 4193SNP Dual Zone Addressable Modules
- 2 - Protech SDI-76XL2 Pyramid XL2 Outdoor Motion Sensors, Tamper Proof (Bird Immune)
- 2 - Protech SDI-77XL2ABC Pyramid XL2 Outdoor Motion Sensors, (Bird Immune)
- 1 - Lot CLM Intrusion Alarm Cables Enclosed Inside EMT Conduits for Vertical Risers & Low Ceilings. All Conduit Fittings Used Will Be Compression Type.
- 1 - Lot Miscellaneous Installation Materials

TOTAL \$6,995.00 tax exempt

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: Steve Pope
BUYER

Title:  Date: 8-19-16

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 Debts. 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.
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PROPOSAL/CONTRACT

Submitted to: Oberlin Municipal Light & Power
Attn: Steve Wilson
289 S. Professor St.
Oberlin, OH 44074

Project: Intrusion Detection w/Bird-Proof Motion
Detection System for Oberlin Generator Plant

Phone: (440) 776-4818

Date: May 18, 2016

Monitoring Service Fees:

Monitoring intrusion system is not an additional cost if fire alarm system is under a monitoring contract.

NOTE: Requires the installation of a fire alarm control panel to complete system.

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.

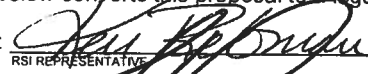
Conditions:


1. Customer will supply / install 120VAC power where required.
2. Customer will be invoiced additionally for lift rental or supply hi-lift if required.
3. RSI's technician will train customer one hour on site.

Terms:

50% Deposit due upon acceptance. 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. **Lease/Purchase options available – please call for quote.**

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: Steve D'Pee
BUYER

Title: Electric Director Date: 8-19-16

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 Warranty/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 or such 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, USE, DEFECT, OR FAILURE OF PARTS, EQUIPMENT OR SYSTEMS SOLD HEREBY OR HOWSOEVER ANY SUCH LOSS OR DAMAGE MAY HAVE BEEN CAUSED.

5. Change: 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.