ANACONDA
PROTECTIVE CONCEPTS

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***"Protecting the Life Safety Systems that Protect You"***

# ***Proposal***

**Company: Town Hall of Townsend**
**Attention: Antonina Tantillo**
**Date: February 15, 2022**
**Re: Townsend Police Department Access System**

Anaconda Protective Concepts is pleased to provide the following pricing for an access system installation at Townsend Town Hall Police Department located at 661 South Street Townsend, DE 19734 Scope of work below;

Anaconda will supply a new Honeywell card access system for the building. A total of 3 door readers will be installed. Readers will be installed on the front door, back door and evidence room door. Door strikes will be installed on each door to unlock the door. A coded keypad will be installed on the front door for access into the building without a card. Material for work is listed below.

QTY 1 – Honeywell Access System
QTY 3 – Readers
QTY 3 – Door Strikes
QTY 1 – Keypad
QTY 1 – Relay
QTY 1 – Lot Wire

Scope of Work Exclusions:
This proposal is for the access system as described above. Material cost within this proposal is only good for 24hour. If material cost increase incurs a change order will be submitted for cost increase. The following items are not included in the scope of work. If it is determined that any of the items listed below are required, they can be done at an additional cost to the proposed price.
a. Overtime, weekend, or holiday work.
b. Additional system coverage, devices, etc., other than that noted.
c. Work required because of unforeseen conditions.

Thank you for the opportunity to provide you with a proposal for this work. If you have any questions, please feel free to call anytime.

Terms and Conditions:
- All proposal pricing is valid for a period of not more than 30 days. Confirmation of pricing after that period of time will be required for delayed approvals or acceptance of proposals.
- Project proposals, service work, and inspection work may have specific scope requirements. These are to be referenced for additional notes, clarifications, and exclusions.

- Working hours are 7:30am – 4:00pm Monday – Friday unless noted otherwise. No overtime, weekend, or holiday work included. If other than regular working hours, additional costs will apply.
- Minimum service charges and transportation charges will be billed and added to final invoices.
- Fire watches are not included unless specifically addressed.
- If a scheduled inspection needs to be rescheduled, (2) business days' notice is required, or cancellation fees may apply.
- Owner/Customer must supply access to all work areas including secured rooms (if applicable) during the scheduled work/inspection times.
- Owner/Customer must provide escorts or other when performing work/inspections in locations such as apartments, secure areas, condo units, stores, offices, correctional facilities, hazardous areas, and the like unless otherwise agreed upon.
- Inspection and/or testing and monitoring contracts and agreements are for three years and will renew each year after the initial three years unless cancellation noticed is provided within 60 days of the renewal date unless otherwise noted.
- Any and all payments and fees paid are not refundable once this agreement is in effect.
- Cancellation of any contract or agreement for convenience will result in all contract and agreement amounts to be due immediately and paid in full.
- In the case of sale of properties or other like transference that are part of this agreement, this agreement will remain in force and the Owner/Customer or their agent will be responsible for the final payment of all unpaid/unbilled agreement amounts.
- Should contract or agreement cancellation be for cause, non-performance, or other related circumstance, or should there be a claim against APC, APC must be given certified notice of cause or claim within 30 days of the cause or claim, and shall be given a reasonable opportunity to cure the same in a period of not less than 30 days. Failure to provide required notice or opportunity for cure will result in total contract or agreement amounts to be due immediately.
- Owner/Customer is responsible for confirming that all Owner/Customer provided information and/or all the system(s) and/or device counts are accurate.
- Inspection and testing proposals are for the inspection and testing of the described systems only. All deficiency repairs and requested service are to be directed and approved by the Owner/Customer or Owner/Customer's authorized representative, and billed for separately or under a separate agreement.
- This agreement is for annual inspections only unless noted otherwise. If monthly, quarterly, semi-annual, or other inspections are required this would be in addition to this agreement.
- Any work or materials not specifically described in this Agreement are an extra cost and will be billed accordingly.
- APC is not responsible for the proper operation of the systems being inspected or tested. Any failures or other non-performance issues that cause or result in re-testing, repairs, or the like will result in additional charges.
- APC or its agents are not responsible or liable for the failure of fire alarm communication systems for monitoring agreements where dispatching has not occurred and associated losses are a result. Failures may include but are not limited to failure of devices, fire alarm control panels, communicators, means of transmission such as phone lines or web based reporting, system failures as a result of accidents, vandalism, acts of God or other, and typical related scenarios that cause communication errors or failures.
- APC will provide for inspecting and testing based on NFPA standards. APC cannot be held responsible for inspecting or testing where there are hidden conditions, inaccessible conditions, restricted areas or conditions, locked rooms, such as concealed piping, valves, drains, wire, panels, or the like. Additionally, APC cannot be held responsible for the original design intent or applicability for a given hazard or occupancy, the original installation condition, workmanship, or the like, that may affect system operation or other conditions.
- All documents and follow up repairs will be coordinated with the Owner/Customer or Owner/Customer's representative.
- Any inspection and testing pricing does not include any fees required by authorities or other agencies. These will be billed in addition to the base agreement amounts and billings.
- Sales tax, use fees, and permit fees are additional if not specifically included as may be applicable.
- Should Owner/Customer or property be tax exempt, the exempt status certifications are to be provided to APC in a timely manner so as to avoid required tax payments.
- APC offers all contract Owner/Customers' payment terms of "Net 30 days". All overdue invoices are subject to penalty as defined by APC.
- Invoices not paid within 30 days shall be subject to a late charge of 1.5% per month (18% per year). Owner/Customer is also liable for all costs of collection of unpaid invoices incurred by APC, Inc., including reasonable attorney's fees.
- Projects such as fire pumps, fire alarm installation, and other like projects may require specific terms including but not limited to 50% down payment, and or 90% payment prior to final completion and certification and full payment within 30 days.
- First time Owner/Customers may be required to pay for services with check or credit card either before or at the completion of service depending on the amount and type of service provided such as inspection services and other.
- In cases where Owner/Customers utilize Contractor Approval Services, or 2nd Party Payment Services or similar, application fees, membership fees, filing fees, yearly fees, or other, will be billed in addition to this Agreement.
- Acceptance of any part of this proposal or agreement (whether implied, expressed, conditional, via a separate contract stating scope and price, purchase order, or other) is acceptance of all terms and conditions herein stated without exception, whether the proposal is signed or not.
- Please be advised, that as a licensed contractor in your state and jurisdiction, APC is required and obligated by law to report fire protection system deficiencies and impairments to the authority according to the procedures stipulated by the relevant regulations. In some cases, when deficiencies and impairments are corrected expeditiously, the reporting can be avoided. It is never the intent of APC to create untenable situations for its Owner/Customers in these cases but only to follow the regulations as is required.
- Should APC provide service on your fire protection system, this service (inspection, testing, repair, maintenance, or other) is limited to the specific service issue and does not extend to any other portions of the system or the system as a whole. Also, this service does not warrant the use, fitness, or merchantability of the system. It should be understood that in many circumstances there may be unforeseen or hidden conditions, such as design, original installation, system wear and tear, deterioration, obsolete components, or other, that may affect the system use and operation. The service provided by Anaconda Protective Concepts is not intended to address all of these factors or full system compliancy with standards, code, or any state or local regulation.
- The terms and conditions stated herein refer to and make reference to Owner/Customer. These terms and conditions extend to any owner, customer, entity, agent, representative, or other, with whom this agreement or proposal is made and to the property for which any services are provided. Any entity agreeing to work performed based on this agreement or proposal accepts all terms and conditions herein without exception.
- Limited Warranty (Installation, Inspection and Service Work): APC agrees that for a period of thirty (30) days after completion of the Services (any work performed by APC), it will, at its expense, repair or replace any materials or workmanship supplied or performed by APC which, after the APC's inspection, fails to conform to professional workmanship standards or with applicable manufacturer specifications. This warranty shall be null and void in the event that Owner/Customer defaults on its payment obligations hereunder and expressly excludes coverage for any materials that have been damaged, mishandled, used improperly, or altered or repaired by any person other than APC's authorized agents. Owner/Customer understands that APC is not the manufacturer of any products and equipment that may be provided to Owner/Customer hereunder. APC does not warrant the performance, operation or integrity of any such product or equipment, but merely passes-through to Owner/Customer whatever end-user warranties the applicable manufacturers provide with their respective products or equipment. Except as expressly set forth herein, APC disclaims all warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose or use. Projects such as work under general contractors or managers, or other types of larger projects may have required warranties specific to the contracts under which the work is performed that may be applicable as determined. Further, any service on any system does not imply a warranty on that system as a whole. Original installation conditions, use, wear and tear, age, changing conditions, or other, may impact the use, operation, and fitness of a particular system, any of which are not warranted by any work performed by APC.
- Limitation of Liability and/or Liquidated Damage Warranty: Anaconda Protective Concepts (APC) makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent or representative of APC shall constitute a warranty by APC or give rise to any liability or obligation. APC's liability to Subscriber, Owner/Customer, 2nd person agent, 3rd person agent, persons responsible for contracting work, or any other related such person, (any of which known as the Owner/Customer) for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price or $500.00 whichever is greater. APC shall be held harmless from any and all claims, 2nd party claim, third party claims, and so on, for personal injury, death, or property damage arising from the Owner/Customer's failure to maintain their fire protection systems or other or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall APC be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Owner/Customer's property, loss of profits or loss of production, whether claimed by the Owner/Customer or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

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| **Total Labor** | **$4,936.00** |
| **Total Material** | **$6,514.00** |
| **Total Price** | **$11,450.00** |

***"Protecting the Life Safety Systems that Protect You"***

**Proposal By: Steven Redden**

**Authorization/Approval**_____

**Date** _____ **PO#**_____