



Exhibit "A" - 2

2021-R47

June 1, 2021

Amy Golson  
Gardiner Service Company, LLC  
31200 Bainbridge Road  
Solon, Ohio 44139

RE: City of Green Ionization Units

Amy:

Equalis Group has reviewed the proposal and scope of work for the City of Green – Bipolar Ionization Project. Equalis Group certifies compliance to the terms of our contract. Please assign quote # SA - 1020 - 09.

Best regards,

*Laura Rich*

Laura Rich,  
Director of Operations and Technology

## Answers

© 2004 Pearson Education, Inc.

**GARDINER**

31200 Bainbridge Road  
Solon, OH 44139  
p (440) 248-3400  
f (440) 349-6980

[www.whgardiner.com](http://www.whgardiner.com)

# PROPOSAL



***GARDINER***

City of Green – Bipolar Ionization Project

CITY OF GREEN  
1755 TOWN PARK BLVD  
GREEN, OHIO 44232

ATTN: MS. VALERIE WAX CARR

GPS QUOTE #60-5821  
SOURCING ALLIANCE PROJECT # SA-1020-09

DELIVERY TERMS: FOB Factory, Freight Allowed

TERMS OF PAYMENT: 1.5% 10 Day Net 30

Friday, May 28, 2021

## City of Green – Bipolar Ionization Project

Dear Ms. Wax Carr,

As requested, Gardiner evaluated all of the City of Green buildings for the most cost effective method of applying bi-polar ionization (air purification) to your buildings air distribution systems. The ionization equipment will be added to the existing equipment where applicable which are covered by air distribution systems as defined below.

See below for complete list of units included in this proposal:

- 1) Plasma Air Bipolar Ionization – Administration Building (ECM 01-12)
  - a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution -
    - i) Gardiner will provide all engineering, supervision, labor and material to install Plasma Air PA-602 Ionization units in the existing (64) ceiling mounted heat pump units throughout the building.
  
- 2) Plasma Air Bipolar Ionization – Fire Station #1 (ECM 02-12)
  - a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) *Proposed Solution - Gardiner will provide all engineering, supervision, labor and material to install Plasma Air PA-602 Ionization units in the existing (8) ceiling mounted fan coil units which distribute conditioned air throughout the building.*
  
- 3) Plasma Air Bipolar Ionization – Fire Station #2 (ECM 03-12)
  - a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution - Gardiner will provide all engineering, supervision, labor and

material to install Plasma Air PA-602 Ionization units in the existing (3) split system packaged heating cooling units which distribute conditioned air throughout the building.

- 4) Plasma Air Bipolar Ionization – South Annex (ECM 04-12)
  - a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution - Gardiner will provide all engineering, supervision, labor and material to install Plasma Air 7301 Ionization units in the existing (4) rooftop units which distribute conditioned air throughout the office and meeting room area of the building. The service garage area will not be covered.
  
- 5) Plasma Air Bipolar Ionization – Torok Center (ECM 05-12)
  - a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution - Gardiner will provide all engineering, supervision, labor and material to install Plasma Air PA-602 Ionization units in the existing (2) central air units which distribute conditioned air throughout all areas of the building.
  
- 6) Plasma Air Bipolar Ionization – Central park Community Hall (ECM 06-012)
  - a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution - Gardiner will provide all engineering, supervision, labor and material to install a Plasma Air PA-602 Ionization unit on the (1) smaller packaged rooftop system which distributes conditioned air to the service area and hallway and (1) Plasma Air 7301 unit for the rooftop unit serving the conference room area.
  
- 7) Plasma Air Bipolar Ionization – Raintree Golf & Convention Center (ECM 08-12)

- a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution - Gardiner will provide all engineering, supervision, labor and material to install Plasma Air PA-602 Ionization units in the (9) existing packaged rooftop and attic mounted heating cooling system which distributes conditioned air throughout the facility.
- 8) Plasma Air – Portable Meter (ECM 10-12)**
- a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution - Gardiner will provide (1) Portable Ionization meter which can be used to measure the ion count in the air to verify functionality of the ionization systems installed in the buildings.
- 9) Plasma Air Bipolar Ionization – Fire Station #3 (ECM 11-12)**
- a) For the purpose of providing the City of Green facility with purified air to eliminate the potential of airborne viruses and contaminants Gardiner has developed this proposal to furnish a bipolar ionization system to best cover all areas of the building utilizing the existing HVAC equipment available.
  - b) Proposed Solution - Gardiner will provide all engineering, supervision, labor and material to install Plasma Air PA-602 Ionization units on the (2) existing packaged rooftop units which distribute conditioned air throughout the office and main living area of the facility. The (4) private bedrooms areas which do not facilitate HVAC based Ionization each room will have separate Plasma Air Protect 200 package units to cover their bedrooms.

Installation Services: – Ionization Units

Scope of work for this project will include the following:

- 1) Install new Plasma Air or equivalent GPS Ionization units for the HVAC equipment in all of City of Green buildings (combination of air handling units, rooftop units and heat pump units). See table above for complete list.
- 2) Provide (1) handheld ion meter.
- 3) Install power wiring to new Ionization units from existing electrical service. All wiring is to be done in accordance with State and Local codes.
- 4) Start-up, check and adjust new equipment for proper operation.
- 5) Provide a one-year warranty for material and workmanship.

Total project cost complete as noted:                      \$ 157,987.00

Notes:

- Proposal is in accordance with Equalis purchasing requirements.
- All labor proposed shall be performed during normal working hours (M-F; 07:00-16:00).
- This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.
- *The information discussed in this presentation (or proposal) is intended for reference purposes only. Gardiner Service Company (GSC) has used its best efforts to assure the accuracy of information and industry practice. GSC encourages any end user to work with a GSC or another reputable industry specialist to assure that any measures referred to herein address specific user equipment and facility needs.*
- *End Users are therefore advised to regard these measures as general knowledge and to determine whether this information is available. GSC does not guarantee, certify or assure the performance of any technology or measures, components, or systems operated in conjunction with GSC conveyed measures or data.*
- *As of this data, we are unaware of any facts or scientific evidence, tests, or trial not reflecting the IAQ measurements referred to herein can directly affect COVID-19.*

Items excluded:

- 1) Repairs to existing system if required will be performed on a "Time and Material" basis.
- 2) Identification and removal of hazardous materials.
- 3) No Saturday, Sunday or over time included in project.
- 4) State and local taxes.
- 5) Electrical power service upgrades (if required) provided by district.

We are prepared to order the equipment and material and schedule the installation immediately upon receipt of your authorization to proceed. The equipment is currently available on a 2-12 week ship cycle depending on the item.

Terms and Conditions:

Our standard terms and conditions of sale, as well as an acceptance, are attached.

Best regards,

Mark Havens  
Government Financial Solutions

Cc: M. Ludrosky

**ACCEPTANCE**

If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company LLC dba GARDINER ("GSC"), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is GSC's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by GSC on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

**PAYMENT TERMS**

Customer shall pay GSC's invoices within net thirty (30) days of invoice date. GSC will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by GSC in attempting to collect amounts due.

**ASBESTOS & HAZARDOUS MATERIALS**

GSC's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

**INDEMNIFICATION**

GSC and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

**NO-HIRE; NO-SOLICITATION**

Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

**WARRANTY**

GSC guarantees service work and all materials of GSC's manufacture against defects in workmanship for 365 days from date of completion of work and will repair or replace such products or components as GSC finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GSC, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE.

**RESPONSIBILITY OF THE PARTIES/LIMITATION OF LIABILITY**

Each party shall be responsible for its own acts and will be responsible, to the extent permitted by law, for all damages which arise out of this agreement and which are

due to that party's own breach of contract, negligence, tort or any other theory or due to breach of contract, negligence, tort or any other theory of the party's agents, officers and employees. Notwithstanding the foregoing, in no event shall a party be liable to the other party for any special, incidental, consequential (including, without limitation, lost revenue or profits) or punitive damages. In no event shall Gardiner be liable for any damages (whether direct or indirect) resulting from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents. In no event Gardiner shall Gardiner's liability for damages exceed the greater of (A) the payments received by Gardiner from the Customer under this agreement or (B) the amount of insurance proceeds permitted by Gardiner's insurance carrier with respect to such claim, cause of action or proceeding.

**DISPUTES & CHOICE OF LAWS**

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgement upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discovery shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

**ENTIRE AGREEMENT**

These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between GSC and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GSC.

**CONTRACT AMOUNT: \$ 157,987.00**

**ASSIGNMENT**

Neither GSC nor Customer may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party.

\_\_\_\_\_  
CUSTOMER SIGNATURE OF ACCEPTANCE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GSC REPRESENTATIVE

\_\_\_\_\_  
DATE