



Date: May 3, 2021

Quotation Number: SA-1020-08

Limiting Date: 30 Days

To: Valerie Wax Carr
City of Green
1775 Townpark Blvd.
Green, OH 44232

Re: Fire Station #2 – Sheriff Department – Furnace Replacement

Background

Equalis Group/Sourcing Alliance ("**Equalis Group**") established an already-procured cooperative agreement (the "**Master Agreement**") with Gardiner Services Company, Inc. ("**Gardiner**") following a competitive request for proposal ("**RFP**") process conducted in accordance with public sector procurement requirements. Equalis Group members are eligible to purchase products and services from Gardiner through the Master Agreement, which provides two critical advantages to Equalis Group members:

1. The Master Agreement is a **cooperative agreement** for public sector entities, so public sector entities can enter into Gardiner customer agreements without having to conduct their own bid or RFP process through an exemption in state law from the typical procurement process; and
2. The Equalis Group Master Agreement with Gardiner includes **favorable pricing and contract terms exclusively available to Equalis Group members**.

If your organization is a Equalis Group member, you are already eligible to access the Master Agreement and the favorable pricing terms and conditions available to Equalis Group members. Not sure if you are a member? To find out, simply call Equalis Group at 844.289.6728 or email membership@equalisgroup.org.

If your organization is not already a Equalis Group member, all you need to do is complete and submit the Equalis Group membership form at www.equalisgroup.org/member-registration. There are no costs, dues, obligations, or requirements to join Equalis Group or be a member – joining Equalis Group provides your organization with the legal authority to purchase through any Equalis Group program and provides a clear trail for future audits.



Gardiner is pleased to provide the following proposal:

Sheriff Department New Furnace & Air Conditioning

- Shut down unit and lock out per proper safety protocol
- Remove the old system
- Install new Daikin DX16SA Condensing Unit
- Install new Daikin CAPT5961C4 Cased coil with new TXV
- Install new Daikin DM96 furnace
- Includes new thermostat and low ambient kit for Winter operation
- Recharge unit
- Start up and operational check

Total Investment \$8,752.00

Project Qualifications

- Customer is responsible for all necessary network drops and IP addressing.
- 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
- Installation of dampers, valves, wells, pressure taps by the Mechanical contractor.
- Electrical installation shall be in accordance with NEC standards.

Thank you for your consideration of Gardiner's and our Equalis Group program for this project. We look forward to discussing this offering with you directly. If you have any immediate questions concerning this proposal, please bring them to our attention.

Respectfully,

Rocky Williams
Gardiner Sales Representative
Sustainability Services

Acceptance of Proposal

The prices, scope of work, and conditions noted above are satisfactory and hereby accepted. You are authorized to do the work as specified per the attached terms and conditions.

Signature: _____

Date: _____



GARDINER AUTOMATION & CONTROLS STANDARD EQUALIS GROUP CONTRACT TERMS & CONDITIONS

ACCEPTANCE: If your order is an acceptance of a written proposal, on a form provided by GARDINER Service Company dba Gardiner Automation & Controls ("GAC"), 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 GAC'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 GAC 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 thirty (30) days from the date of proposal.

PAYMENT TERMS: Customer shall pay GAC's invoices within net thirty (30) days of invoice date. GAC 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 ten (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 GAC in attempting to collect amounts due.

ASBESTOS & HAZARDOUS MATERIALS: GAC'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: GAC 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 for 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 GAC, 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 GAC, or any individual whose employment with the GAC 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 GAC's damages will be difficult to ascertain and the GAC's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the GAC may have at law, the GAC shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

WARRANTY: GAC guarantees service work and all materials of GAC'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 GAC finds defective. This

components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GAC, 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.

LIMITATION OF LIABILITY: All claims, causes of action, or legal proceedings against GAC arising from GAC performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer.

IN NO EVENT SHALL GAC'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GAC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GAC DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

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 judgment 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 discoveries 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 GAC 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 GAC.

warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective



Date: May 3, 2021

Quotation Number: SA-1020-07

Limiting Date: 30 Days

To: Valerie Wax Carr
City of Green
1775 Townpark Blvd.
Green, OH 44232

Re: Fire Station #2 – Sleeping Quarters – Furnace Replacement

Background

Equalis Group/Sourcing Alliance (“**Equalis Group**”) established an already-procured cooperative agreement (the “**Master Agreement**”) with Gardiner Services Company, Inc. (“**Gardiner**”) following a competitive request for proposal (“**RFP**”) process conducted in accordance with public sector procurement requirements. Equalis Group members are eligible to purchase products and services from Gardiner through the Master Agreement, which provides two critical advantages to Equalis Group members:

1. The Master Agreement is a **cooperative agreement** for public sector entities, so public sector entities can enter into Gardiner customer agreements without having to conduct their own bid or RFP process through an exemption in state law from the typical procurement process; and
2. The Equalis Group Master Agreement with Gardiner includes **favorable pricing and contract terms exclusively available to Equalis Group members**.

If your organization is a Equalis Group member, you are already eligible to access the Master Agreement and the favorable pricing terms and conditions available to Equalis Group members. Not sure if you are a member? To find out, simply call Equalis Group at 844.289.6728 or email membership@equalisgroup.org.

If your organization is not already a Equalis Group member, all you need to do is complete and submit the Equalis Group membership form at www.equalisgroup.org/member-registration. There are no costs, dues, obligations, or requirements to join Equalis Group or be a member – joining Equalis Group provides your organization with the legal authority to purchase through any Equalis Group program and provides a clear trail for future audits.



Gardiner is pleased to provide the following proposal:

Sleeping Quarters New Furnace & Air Conditioning

- Shut down unit and lock out per proper safety protocol
- Remove the old system
- Install new Daikin DX14SA048 Condensing Unit
- Install new Daikin CAPT4961C4 Cased coil with new TXV
- Install new Daikin DM96 furnace
- Includes new thermostat and low ambient kit for Winter operation
- Recharge unit
- Start up and operational check

Total Investment \$8,550.00

Project Qualifications

- Customer is responsible for all necessary network drops and IP addressing.
- 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
- Installation of dampers, valves, wells, pressure taps by the Mechanical contractor.
- Electrical installation shall be in accordance with NEC standards.

Thank you for your consideration of Gardiner's and our Equalis Group program for this project. We look forward to discussing this offering with you directly. If you have any immediate questions concerning this proposal, please bring them to our attention.

Respectfully,

Rocky Williams
Gardiner Sales Representative
Sustainability Services

Acceptance of Proposal

Signature: _____

The prices, scope of work, and conditions noted above are satisfactory and hereby accepted. You are authorized to do the work as specified per the attached terms and conditions.

Date: _____



GARDINER AUTOMATION & CONTROLS STANDARD EQUALIS GROUP CONTRACT TERMS & CONDITIONS

ACCEPTANCE: If your order is an acceptance of a written proposal, on a form provided by GARDINER Service Company dba Gardiner Automation & Controls ("GAC"), 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 GAC'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 GAC 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 thirty (30) days from the date of proposal.

PAYMENT TERMS: Customer shall pay GAC's invoices within net thirty (30) days of invoice date. GAC 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 ten (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 GAC in attempting to collect amounts due.

ASBESTOS & HAZARDOUS MATERIALS: GAC'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: GAC 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 for 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 GAC, 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 GAC, or any individual whose employment with the GAC 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 GAC's damages will be difficult to ascertain and the GAC's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the GAC may have at law, the GAC shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

WARRANTY: GAC guarantees service work and all materials of GAC'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 GAC finds defective. This

components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GAC, 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.

LIMITATION OF LIABILITY: All claims, causes of action, or legal proceedings against GAC arising from GAC performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer.

IN NO EVENT SHALL GAC'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT. NOR SHALL GAC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GAC DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

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 judgment 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 discoveries 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 GAC 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 GAC.

warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective