



Proposal

East Peoria Office
 3105 N. Main St.
 East Peoria, IL 61611
 Tel (309) 427-7000
 Fax (309) 427-7007

Decatur Office
 860 East Pershing Rd.
 Decatur, IL 62526
 Tel (217) 876-7275
 Fax (217) 876-7289

| | |
|---|--|
| Date 10/09/2017 | Ref # 114144 rev 1 |
| Expiration 11/8/2017 | Expiration Price Change Call for Price |
| Customer Pana Comm unit #8 | |
| Description Option 11 Removal | |
| Account Executive Jason Thompson (P) (309) 427-7000 | |
| Customer Contact Scott Savage (P) (217) 562-1500 (F) (217) 562-1501 | |

| | |
|--|--|
| Site Address 14 West Main Street Pana, IL 62557 | Billing Address PO Box 377 P.O. Box 377 Pana, IL 62557 |
|--|--|

| # | Description | Qty | Unit | Manufacturer |
|---|--|-----|------|--------------|
| 1 | Telephone System Removal (Unit Office) | 1 | | |

Scope of Work

Project Parameters:

1 Heart Technologies will remove all Nortel Option 11 telephone system hardware at the Unit Office. Heart Technologies will ensure that all necessary data and telephony cable connections are secured after removal of this hardware. Pana Schools will be responsible for the storage of this hardware after removal from the wall.

Labor in this proposal is based on installation occurring during normal business hours. Deviations to this proposal will not be allowed without customer signed change orders.

THIS QUOTATION IS BASED ON ABOVE LISTED MATERIALS. IF ADDITIONAL MATERIALS AND/OR LABOR ARE REQUIRED, THE CUSTOMER SHALL BE BILLED ON A TIME AND MATERIAL BASIS.

Price

Total price for item(s) 1 - 1:

Four hundred twenty-five and xx / 100 dollars (\$425.00)

Sales tax is not included.

| | |
|-----------------------|-----------------|
| Job Price: | \$425.00 |
| Miscellaneous: | \$0.00 |
| Total: | \$425.00 |

Terms and Conditions

Payment terms shall be 100% upon receipt of invoice.



Proposal

Submitted By:
Heart Technologies, Inc.

Accepted By:
Pana Comm unit #8

Signature

Signature

Jason Thompson

Account Manager

Name

Title

Name

Title

Date

Date

STANDARD TERMS AND CONDITIONS

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.

2. Terms and amount of payment shall be those specified herein. Payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to 90% of the first 50% of the job covered by this contract and 100% of the last 50% of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.

3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.

4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.

5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..

6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.

7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.

8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc.. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.

9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.

10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.

11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.

12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.

13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.

14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of Heart Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.