



Alpha Controls & Services, L.L.C.
4104 Charles Street
Rockford, Illinois 61114
Cellular: 815-520-4237
Email: jefff@alphaacs.com
Proposal #: ACS20-1079 R

**Subject: Boiler Optimization Support Agreement
Harlem Schools**

Alpha Controls & Services is pleased to present the following Boilers Optimization Agreement. Our Boiler Optimization Program will assure energy efficient operation of facility systems, minimize down time, and extend the life of facility equipment.

Preventive maintenance will be performed per attached tasking sheet on each boiler detailed in attached equipment schedule. Combustion analysis will be performed utilizing a Testo-350 Combustion Analyzer tool. A before and after efficiency report will be provided for each boiler tested. Efficiency reports will be submitted to Nicor along with all paperwork needed to acquire max available incentive.

- Rockcut:
 - Boiler 1: Cost \$1,200.00
 - Boiler 2: Cost \$1,200.00
- High School:
 - Boiler 1: Cost \$1,500.00
 - Boiler 2: Cost \$1,500.00
 - Boiler 3: Cost \$1,500.00
 - Boiler 4: Cost \$1,500.00
 - Boiler 5: Cost \$1,500.00
 - Boiler 6: Cost \$1,500.00
- Windsor:
 - Boiler 1: Cost \$750.00
 - Boiler 2: Cost \$750.00
- Machesney:
 - Boiler 1: Cost \$1,350.00
 - Boiler 2: Cost \$1,350.00
- Maple:
 - Boiler 1: Cost \$750.00
 - Boiler 2: Cost \$750.00
- Middle School:
 - Boiler 1: Cost \$1,500.00
 - Boiler 2: Cost \$1,500.00
 - Boiler 3: Cost \$1,050.00
 - Boiler 4: Cost \$1,050.00
- Olsen:
 - Boiler 1: Cost \$1,200.00
 - Boiler 2: Cost \$1,200.00
- Parker:
 - Boiler 1: Cost \$1,200.00
 - Boiler 2: Cost \$1,200.00
- Ralston:
 - Boiler 1: Cost \$1,200.00
 - Boiler 2: Cost \$1,200.00

Total Cost All Boilers..... \$29,400.00
Total Potential Incentive..... \$29,400.00 (*Subject to Approval)

Clarifications

- Subject to Nicor Approval
- See attached list of schools and Boilers
- See attached supporting documents.
- Covered Heating systems and pricing per the attached Equipment Schedule.
- Required repair or system modifications, beyond the preventive maintenance scope, will be billed at our regular spot service rates.

Exclusions

- Existing system deficiencies and corrective actions.
- Controls issues existing in current Management System.

This proposal, including the attached pages constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by Alpha Controls & Services. This agreement supersedes all prior presentations and agreements not incorporated herein.

The standard terms and conditions of sale are attached and are a part hereof:

The standard terms and conditions of sale are attached and are a part hereof

Proposed by: Jeff Francis
Facility Services & Solutions
jefff@alphaacs.com (815) 520-4237
Date: March 1, 2021

Accepted by: _____
Signature: _____
Date: _____
Title: _____

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS

All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods,

services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
3. **Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 1-1/2% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. Cancellation by Customer.

(a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.

(b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resaleable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

6. **Force Majeur.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
7. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduit (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
8. **Governing Law.** The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
9. **Prices** in this quotation remain in effect for 45 days from date of issue.