



Agenda Commentary

Item Title/ Subject: Remodel Drive Thru Payment Window in Utility Office

Staff Source: Debra Blanchard, City Treasurer

History/Background Information: The Drive Thru Payment Window is original to the construction on the City Hall building in the late 60s. We have had trouble with the Speaker System and Heater and have found that it is no longer produced or serviceable.

Item/Subject Summary: Remove and Replace the Drive Thru Payment Window, to include the brick surrounding the area. Install new window, built in speaker system, counter, cash drawer pedestal, and new night payment vaulted drop box into the building. Window will be built outward to make reaching it easier for the patron, surrounding it with matching stucco look comparable to eaves and drive thru ceiling and installing bollards to protect the window.

We received two quotes for this work, Diebold for \$30,177 and Red Hawk Fire & Security for \$20,872. Being unfamiliar with Red Hawk I have spoken to 5 different banks/credit unions that have used them for construction projects. All were very satisfied. I also spoke with local banks that are using them for maintenance issues, all with the same satisfied service.

City has \$35,000 in the Capital Improvement budget for this project.

Price/Cost: \$20,872 + miscellaneous cost for minor electrical work with local contractor. We would like to complete this work to see if access is improved for drivers before considering modifying the drive up concrete/curbing to allow a ease for straightening up to the window. Those costs were estimated at approximately \$5,000.

Recommendation: I would recommend Red Hawk Fire & Security for the remodel of the Drive Thru Payment Window. Gene McCullough has been reviewing and meeting with the providers and his recommendation is the same.



"Our Business is Protecting Yours"

Project Sales Agreement

Prepared For:

CITY OF CLINTON
DEBRA BLANCHARD
CITY TREASURER
Phone: 580-3230297
eMail: debra.blanchard@clintonok.gov
P.O. BOX 1177

CLINTON, OK 73601



Prepared & Submitted By:

LARRY CLINTON

Phone: 580-279-3010
Cell: 580-421-1060
Fax: 405-787-8882
eMail: larry.clinton@redhawkus.com

Date Prepared:

September 14, 2016

Agreement Start Date:



PROJECT AGREEMENT

AGREEMENT DESCRIPTION

By and Between:

Red Hawk Fire & Security
6000 NW 2nd Street, Suite 1000
Oklahoma City, OK 73127

CITY OF CLINTON
P.O. BOX 1177
CLINTON, OK 73601

State License(s): ##

(Hereinafter "Seller")

(Hereinafter "Customer")

Installation and / or Service Location:
CITY OF CLINTON 415 GARY AVE. , CLINTON OK

PROJECT

Our price for sales and installation is: \$20,872.00 (tax exempt)

The total price for service is _____ (tax exempt)

SERVICE PROVIDED: No maintenance options included.

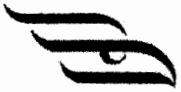
CUSTOMER MUST INITIAL HERE IF SERVICE IS NOT BEING PROVIDED UNDER THIS AGREEMENT _____

OUR PRICE INCLUDES THE FOLLOWING AS DESCRIBED IN THE STATEMENT OF WORK ATTACHED HERETO:

- 1 LISTED EQUIPMENT ON PAGE 3 DELIVERED AND INSTALLED
- 2
- 3
- 4
- 5

OUR PRICE EXCLUDES THE FOLLOWING:

- 1 ELECTRICAL WORK
- 2
- 3
- 4
- 5



EQUIPMENT INVENTORY

QTY	MAKE / PART NO	DESCRIPTION	UNIT PRICING
1	0 / CC1 - DD400	DEAL DRAWER	\$2,661.33
1	0 / CC2 - 125SED	ENVELOPE DEPOSITORY	\$1,424.00
1	0 / CC3 - EO794	HEATER	\$170.67
1	0 / CC4 - AV1580	AUDIO SYSTEM	\$640.00
1	0 / CC5 - AV0005	MYLAR SPEAKER	\$24.00
1	0 / CC6 - FS01-0027	MICROPHONE	\$24.00
1	0 / CC7 - WIN3	BR WINDOW 3' X 3'	\$1,600.00
1	0 / CC8 - S-204	UNDERCOUNTER LH SWING	\$456.51
1	0 / CC9 - P-13	CASH TRAY	\$76.92
1	/ Local Purchase	Miscellaneous parts (backboxes, wire caps, t	\$212.32
1	Labor	INSTALLATION AND MATERIALS	\$12,960.00
1	Freight		\$623.04



STATEMENT OF WORK

REMOVE BAY WINDOW AND DEMO AROUND EXISTING WINDOW AND COUNTER TOP-BUILD OUT AND FRAME FOR NEW 3' WINDOW- INSTALL NEW BULLET RESISTANT WINDOW AND DEAL DRAWER-FINISH OUT INTERIOR AROUND NEW WINDOW- BUILD NEW 6' COUNTER TOP-FINISH OUT EXTERIOR WITH STUCCO TO MATCH EXISTING STUCCO-CUT OPENING AND INSTALL NEW ENVELOPE DROP-INSTALL PIPE BOLLARD TO PROTECT WINDOW AND DRAWER

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. PAYMENT: As a condition of performance, payments are to be made as follows:

Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer designated site, 30% upon substantial completion and 10% upon final acceptance by Customer.

The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a Five Percent (5%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

2. TAXES: The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

3. WORK HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8:00AM - 5:00PM

Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

4. INSTALLATION CONDITIONS:

Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller rates in effect at the time the work is performed.

6. INDEMNIFICATION: Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

7. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

8. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.



9. WARRANTIES:

Any equipment provided by the Seller will be warranted for a period of One (1) Year from the date of the equipment or replacement

parts are installed by Seller. Notwithstanding the foregoing, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts:

(a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate. (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. FORCE MAJEURE Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

12. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

13. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

14. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

15. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



19. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

20. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: Red Hawk Fire & Security
6000 NW 2nd Street Suite 1000
Oklahoma City OK 73127

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn: CITY OF CLINTON
DEBRA BLANCHARD
P.O. BOX 1177
CLINTON, OK 73601

SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN. AGREEMENT VALID UPON SIGNATURE OF RED HAWK MANAGER.

Red Hawk Fire & Security

CITY OF CLINTON

Proposed By:

Accepted By:

[Handwritten signature of Larry Clinton]

9-14-16
Date

LARRY CLINTON
Account Representative

Date

Accepted By:

Tim Williams
General Manager, Red Hawk Fire & Security
Date



INNOVATION DELIVERED®

Proposal: July 8, 2016

REVISED

Pricing valid for 30 days

CITY OF CLINTON

Debra Blanchard / debra.blanchard@clintonok.gov / 580-323-0297

Dear Debra -

It is Diebold's pleasure to present to you the following proposal for Diebold's Drive-up Equipment. Below you will find a breakdown of the product, along with Diebold's terms and conditions.

Once again, we thank you for the opportunity to earn your most valued business. I personally look forward to partnering with you on this project. Please feel free to contact me at 330-899-2537 with any questions or concerns.

Best Regards,

PAM LEMLEY | Client Representative
Diebold, Incorporated | Centralized Sales
3792 Boettler Oaks Drive, Suite A
Uniontown, OH 44685-7733
Direct: +1 330.899.2537 | Fax: +1 330.899.2552
800.999.3600


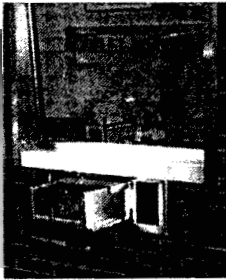
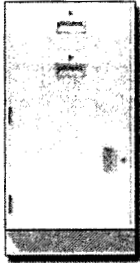
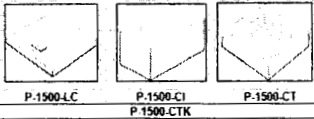
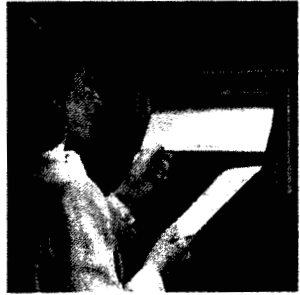
Estimate - Not To Contract



INNOVATION DELIVERED*

PROPOSED EQUIPMENT:

00013544000B	ACM, ONE ON ONE	1
00012130000D	COUNTERETTE, DEAL DRAWER W/HTR	1
00023471000A	WINDOW, 42.24 IN, LVL 1	1
00013197000A	Countertop Kit - Black	2
00016334000A	Envelope Depository w/Env storage and 19" chute	1
00016332000A	Envelope Depository Receiving Locker	1
00022005077A	PEDESTAL ASM SU-3-C	1
11040377077A	PLATINUM	1
11035000000B	One Lot of U/C Locks Cylinders & Change Key(s) - Masterkeyed	1
00022080000A	CASH TRAY KIT	1

<p>816 One on One Audio</p> 	<p>Drawer and Window</p> 	 <p>SU-3-C</p>	 <p>Included in Cash Tray Kit</p>	<p>Envelope Depository</p> 
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Total Investment \$30,177.00

FOB: D and I

No Sales Tax Included

Refer to Proposal Summary for Descriptions, Inclusions, and Exclusions of a Delivered and Installed Order

SCOPE OF WORK INCLUDES:

1.) Site prep for wall opening and install of new 3' window, Electric Transaction Drawer with Heater, One on One Audio, Undercounter Pedestal, Formica Countertop and Envelope Depository and Receiving Locker.

- Satisfy power to drive up window to start demolition
- Demo & Dispose drive up window
- Frame rough opening for 3'
- Window, drawer and letter drop
- Brick interior & exterior walls
- Rework existing power to work with new equipment
- Install Diebold equipment
- 1- 3' window
- 1- deal drawer
- 1- letter drop
- 1- one on one audio system
- 1- pedestal
- Supply & install black Formica countertop 32" by 72"
- Can match brick according to supplier

Note: Customer's contractor to cut back curb as needed to bring reach within what they desired. Curb width spec for a Diebold transaction drawer is 6 inches. Curb cutting not part of Diebold quote. New window will not protrude from face of building like the existing unit does.

Warranty



INNOVATION DELIVERED®

Equipment Warranty: (1) Year Parts & Labor

Note: Delivered & Installed Contracts

Warranty begins from date of product installation. Warranty DOES NOT start from project completion date or when the facility is handed over to the owner – there is no exception to this Warranty Policy.

An Extended Warranty Policy can be quoted for this project. Contact your Client Representative for details.

Cancellation Policy & Restocking Charges

An F.O.B. Order cannot be cancelled once the equipment is manufactured. Should the Purchaser elect to alter or cancel the order after the equipment is manufactured – restocking charges of 50% shall apply. Acceptance of the cancellation is contingent upon payment of these restocking fees which are based on selling price, excluding freight and sales tax.

Proposal Summary: Delivered & Installed Projects Only

Descriptions, Inclusions, Exclusions

Diebold to furnish Items and install, according to approved written Diebold specifications and drawings, which are considered a part hereof, on the Customer's premises after shipment arrives at destination.

Customer Responsibilities

- Provide free, clear and easy access for a street level installation
- All equipment must fit through an existing passageway
- For Drive-Up Equipment: All lanes must be graded & free of debris to avoid rental expenses of a lift truck
- Any exceptions requires a special Diebold Installation Quotation
- Provide all Site Preparation, Electrical, and Wall Openings that meet Diebold Specs / Drawings
- Permits secured by customer

Diebold Provides

- Non-Union Labor
- Work during normal working hours of 8:00am-5:00pm, Mon-Fri.
- Installation within 100 Mile Radius or Two-Hour Drive from Diebold Installation Branch
- Staging, Unpacking, Removal of Packaging
- Testing for proper functionality, leveling
- Setting of combination locks at time of installation if applicable, product instructions

General Exclusions

- Permits, Licenses, Certificates or Inspection Fees
- Wall openings or other construction related modifications
- No Sales Tax is Included unless stated otherwise
- Troubleshooting problems unrelated to equipment installation, modifying or moving existing equipment
- Repairs or damage due to Acts of Nature or Outside Influences
- Job Site Security (such as Guards)
- Extended delays/return trips due to improper contractor scheduling, changes in scope of work
- No local purchase items
- No wire, wire pulling, conduit installation, modifications
- High voltage connection or terminations
- Mounting of product back boxes or templates
- Grouting of depository heads, chests, vault doors
- Training in excess of normal product instruction
- Weather related delays
- Coordination of other trades not covered under Diebold contract or scope of work

Vault & Vault Door Installations

Purchaser is responsible for providing free and clear access to the site for delivery and erection of the vault or vault door. Additional charges will be applied if conditions are not met. Free and clear access is defined as . . .

- Stable roadway to a parking area directly adjacent to the building slab
- Free from standing water, unstable soils and sand

Additional Information

1



INNOVATION DELIVERED®

Performance or Payment Bonds

Unless specifically and separately listed in this proposal, the cost of any performance or payment bonds will require a separate quote *and is subject to availability and Diebold Contract Administration approval.*

Prevailing Wages

Unless otherwise noted, the price quoted does not include prevailing wages. If prevailing wages are required, additional installation charges may apply and will require a separate quote from Diebold *and is subject to availability.*

Union Labor

Diebold is non-union. If it is a requirement to hire union labor, additional installation charges will apply and requires a separate quote from Diebold *and is subject to availability.*

Employment Checks

Employment for all candidates is contingent upon passing a drug test and a comprehensive background verification which included a criminal history check and past employment confirmation. The drug tests were administered by a third party within applicable state laws. The background verification was administered through an independent, outside source. Expenses for any additional background checks will be incurred by Purchaser and/or General Contractor

Drug Abuse Policy / Prevention Program

Diebold will abide by our own Drug Policy, which is strictly enforced. Diebold employees will not be subjected to drug tests by project owners and Diebold will abide by local laws. Diebold has its own drug prevention policy and program in place. Each employee has read this policy and has signed a copy attesting that they read and understand our corporate policy. This signed copy is a part of their permanent record. New employees must read and sign a copy of the policy statement. This is a condition for employment.

Terms and Conditions

This proposal is based upon your acceptance of the provisions of one of the following signed agreements:

- **Your signed Diebold Comprehensive Agreement ("DCA") on file with Diebold.
- Your Master Agreement on file with Diebold. *Note: The Sale of Fire Product under a Master Agreement is subject to Diebold review and approval.*
- Diebold's Offer of Sale Terms of Diebold's Memorandum of Agreement. Please go to Diebold's Web site at <http://www.diebold.com/tc> for a copy of the Terms & Conditions. *Note: Fire Product cannot be purchased under the Sale of Terms of the Memorandum of Agreement.*
- **Diebold Healthcare Comprehensive Agreement on file with Diebold

**** NOTE. IF THIS PROPOSAL CONTAINS FIRE PRODUCTS, THE FOLLOWING APPLIES**

- All equipment and installations are subject to final approval by the local AHJ/Fire Department (FD). Any changes needed to meet local requirements will be billed separately.
- Except as specifically stated in the proposal, fire alarm permits and fire system AHJ/FD inspection fees are not included.
- Pricing is based on all work being performed during normal work hours: M-F 8:00 a.m. to 5:00 p.m.
- Pricing includes fire alarm system submittal packages for the local AHJ and customer. Extra sets are available for an additional charge.
- Diebold inspects and tests the fire system function and not the system design. Diebold neither verifies nor assumes any liability for the system design when conducting a fire system inspection and test.

Terms: Fire Product Sales are based on Purchaser acceptance of the provisions of Diebold's Comprehensive Agreement (DCA). Please go to Diebold's website at www.diebold.com/tc for a copy of the DCA Terms and Conditions.