



Building Solutions. Building Performance.

March 12, 2012

Company: City of West Allis Phone: (414) 302-8471
 Address: 6300 W. McGeough Fax: (414) 302-8889
 City, State: West Allis, WI Zip: 53214
 Attention: Jeff Dubey Email: jdubey@ci.west-allis.wi.us
 Subject: Fire Admin, Fire #1, & Fire #2 Tridium License & 532 Software Upgrade

Thank you for the opportunity to provide the following proposal for this project:

Scope:

Environmental Systems, Inc. (ESI) will install the new upgraded network controller software; provide a license transfer, supervisor and three existing network controller's upgrades and verification of the control operation of the BAS system.

Material:

Item	Quantity	Description
	3	Tridium Software License 532 upgrade

Services:

Item	Quantity	Description
	1	Installation of software license transfer and software 532 upgrade.
	2	Verify the BAS system operation upon installation completion.

Conditions and exceptions:

Item	Description
1	Project cost is based on scope of work as defined in this proposal
2	Internet service provider and monthly fees are not included and must be provided by others
3	Verification of proper operation of Internet access with customer's existing network and equipment is not included and is the responsibility of the customer
4	Additional network interfaces and other equipment as may be required to provide proper operation within the customer's existing network configuration is not included and must be provided by others
5	Customer-provided operator workstations must have Internet Explorer 6.0 or greater installed and operational
6	Installation of all control equipment, all control devices, all control panels, Ethernet network wiring, Lon network wiring, power wiring, low voltage wiring, control interlocks, all wiring terminations, pneumatic tubing and/or piping and static pressure sensor pick-up tubing are not included and shall be provided by others
7	Pricing in this proposal does not include applicable sales and use taxes.

Terms:

We propose to provide the above products and services for the sum of: **Option 1: \$2,476.00.** This proposal is valid for 60 days from the date of the proposal.

Payment schedule:

Down payment, upon receipt of order:	15 % of total contract value
Monthly progress payments:	Equal to material and services provided in the 30 day period

The attached Standard Terms and Conditions of Sale are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize Environmental Systems, Inc. to proceed please sign below and return to our office.

Sincerely,

ENVIRONMENTAL SYSTEMS, INC.



Phil Lach

CUSTOMER ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are hereby accepted. ENVIRONMENTAL SYSTEMS INC. is authorized to do the work as specified. Payment will be made in accordance with your terms listed. I agree to pay a 1 1/2% service charge for all invoices over 30 days. All projects extending past 30 days will be billed on an in progress basis.

Authorized By: _____ Date: _____

Signature: _____

mjo: F:\Job Estimates\Phil Lach\City of West Allis\P120312City of West Allis 532 Software Upgrade.doc

**Environmental Systems, Inc.
Standard Terms and Conditions of Sale**

These Standard Terms and Conditions apply except to the extent directly inconsistent with other terms or conditions stated in the body of a written document signed by Seller.

1. Acceptance. No contract is formed until Environmental Systems, Inc. ("Seller") accepts Buyer's order in writing. Unless otherwise stated, any quote or proposal provided by Seller is valid for 30 days only. Seller's acceptance of Buyer's order is expressly conditional upon Buyer's agreement to these terms and conditions. All inconsistent or additional terms, modifications, or changes are deemed material, are expressly rejected, and do not form a part of the contract unless Seller agrees to such terms in writing.
2. Shipment. All shipments are made FOB shipping point. Title to the goods and liability for loss thereto passes to the Buyer upon the goods being tendered to a carrier for delivery to the Buyer. Any loss or damage thereafter shall not relieve Buyer from its obligation to pay for the goods shipped. Method and route of shipment are at Seller's discretion unless Buyer supplies explicit written instructions.
3. Billing and Payment Terms; Security Interest. Upon receipt of order, at Seller's option, Buyer will be invoiced as costs are incurred every 30 days or in full, upon shipment of the goods or completion of the project, if completed or shipped within 30 days. Prices are exclusive of any applicable taxes. Payment terms are NET 30 DAYS, with all overdue amounts bearing a finance charge of 1 1/2% per month. If, in Seller's sole opinion, Buyer's financial condition at any time causes Seller to deem itself insecure, Seller may require full or partial payment in advance and suspend its performance pending such payment. Each shipment shall be invoiced and require payment per terms without regard to other scheduled deliveries. Seller reserves a security interest in any goods delivered until payment in full is received.
4. Warranties. Seller warrants all material to be free of defects in material or workmanship for a period of one (1) year following delivery or installation. Installation of material found defective within 30 days of installation will not be charged to buyer. Seller also assigns to Buyer all warranties that are made by the manufacturer of the particular product or component sold to Buyer, except as such assignment may be limited by law or the applicable warranty. Seller's sole obligation shall be to repair or replace, at its option, the defective product or component or to correct the defective service. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. Limitation of Liability. The Seller's price is based on the enforceability of this limitation of liability, and the Buyer understands that the price would be substantially higher without this limitation. SELLER SHALL HAVE NO LIABILITY TO BUYER FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POTENTIAL DAMAGES IN ADVANCE.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE CONTRACT PRICE.

IN THE EVENT THAT ANY WARRANTY OR WARRANTY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, IN CONSIDERATION OF THE OTHER PROVISIONS OF THIS AGREEMENT, THE PARTIES UNDERSTAND AND AGREE THAT ALL LIMITATIONS OF LIABILITY UNDER THIS PROVISION WILL NEVERTHELESS REMAIN IN EFFECT.

6. Cancellation; Returns. Any order accepted by Seller may be cancelled by Buyer only upon written notice to Seller and payment of Seller's cancellation charges. At Buyer's request a statement of such charges will be furnished by Seller prior to cancellation. All returns are subject to a minimum 20% restocking charge. Custom ordered, non-stock material is not returnable for credit unless agreed to in writing by Seller.
7. Design Changes. Manufacturers of the products sold by Seller are constantly making improvements and changes in the design and features of their products. Seller reserves the right to deliver goods of revised design unless specified otherwise by Buyer in writing when the order is placed and agreed to in writing by Seller.
8. Drawings. Unless otherwise specifically agreed in writing by Seller, Seller is under no obligation to provide Buyer with any drawings, electronic or hard copy, and Seller is not agreeing to transfer any intellectual property rights to Buyer, all of such rights being specifically retained by Seller.
9. Force Majeure. Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of Buyer's omission, fire, labor troubles, accident, acts of civil or military authorities, acts of God, shortage of labor or material, or any other cause beyond Seller's reasonable control.
10. Waiver. No waiver by either party of a right under this agreement shall waive any other rights.
11. Governing Law; Jurisdiction; Venue; Waiver of Jury. This agreement shall be governed by the laws of the state of Wisconsin. With respect to any disputes arising out of the subject transaction: (i) Buyer expressly consents to, and subjects him/herself to, the personal jurisdiction of courts located in the State of Wisconsin and to venue located in Milwaukee or Waukesha County; and (ii) waives any right to trial by jury.
12. Attorneys fees. Seller shall be entitled to reimbursement of reasonable attorney fees and collection costs incurred to enforce its rights under this agreement.
13. Severability. Any legally unenforceable provision may be severed from this agreement, and the remaining terms and conditions will be enforced as a whole.
14. Entire Agreement. These terms and conditions and any other writing signed by Seller constitute the entire agreement, and may not be modified other than by a written document signed by Seller.