



TEMPERATURE EQUIPMENT CORP.

17725 Volbrecht Road

Lansing, IL 60148

(P) (773) 580-0293

## Proposal

**Project Name:** Wheaton Park District

**Bid Date:** 06/24/2021

**Location:** wheaton, IL

**Expiration Date:** 07/24/2021

**Attention:**

**Proposal Number:** 0721MSIM0698

LADIES & GENTLEMEN: We propose to furnish the equipment listed below at prices stated and in accordance with the terms, price and conditions that are attached to and are a part of this quotation.

Mark For	Qty	Model Number	Description
YSC072A4	1	48FCRM07A2A6-6U2C0	Carrier Gas Heat Packaged Rooftop Unit – 6 Ton The following items are included: <ul style="list-style-type: none"><li>Voltage: 460/3/60</li><li>Heat Options: Medium Stainless Gas Heat</li><li>Unit Size: 6 Tons (07)</li><li>Refrigerant Options: Single Circuit 2 Stage Cooling</li><li>Packaging Options: Standard Packaging</li><li>Indoor Fan Options: Dir Drive-EcoBlue-Med Static</li><li>Electrical Options: Non-Fused Disconnect</li><li>Intake / Exhaust Options: LL Temp Econo w/ Baro relief</li><li>Coil Protection Options: Al/Cu - Al/Cu</li><li>Base Unit Controls: Electro-Mechanical Ctl W7220</li><li>Service Options: Powered Convenience Outlet</li></ul>
HAIL GUARD	1	CRLVHLGD048A00	Louvered Hail Guard
YSC060A4	2	48FCRA06A2A6-6U2C0	Carrier Gas Heat Packaged Rooftop – 5 Ton The following items are included: <ul style="list-style-type: none"><li>Voltage: 460/3/60</li><li>Heat Options: Medium Stainless Gas Heat</li><li>Unit Size: 5 Tons (06)</li><li>Refrigerant Options: One-Stage Cooling</li><li>Packaging Options: Standard Packaging</li><li>Indoor Fan Options: Dir Drive-EcoBlue-Med Static</li><li>Electrical Options: Non-Fused Disconnect</li><li>Intake / Exhaust Options: LL Temp Econo w/ Baro relief</li><li>Coil Protection Options: Al/Cu - Al/Cu</li><li>Base Unit Controls: Electro-Mechanical Ctl W7220</li><li>Service Options: Powered Convenience Outlet</li></ul>
HAIL GUARD	2	CRLVHLGD047A00	Louvered Hail Guard
YSC036A4	1	48FCRA04A2A6-6U2C0	Carrier Gas Heat Packaged Rooftop – 3 Ton The following items are included: <ul style="list-style-type: none"><li>Voltage: 460/3/60</li><li>Heat Options: Medium Stainless Gas Heat</li><li>Unit Size: 3 Tons (04)</li><li>Refrigerant Options: One-Stage Cooling</li><li>Packaging Options: Standard Packaging</li><li>Indoor Fan Options: Dir Drive-EcoBlue-Med Static</li><li>Electrical Options: Non-Fused Disconnect</li><li>Intake / Exhaust Options: LL Temp Econo w/ Baro relief</li><li>Coil Protection Options: Al/Cu - Al/Cu</li><li>Base Unit Controls: Electro-Mechanical Ctl W7220</li><li>Service Options: Powered Convenience Outlet</li></ul>

HAIL GUARD	1	CRLVHLGD046A00	Louvered Hail Guard
ALL	4	CA-CAR-537-TRN-572-RTAP-18	Curb Adapter to Trane Unit

### **Pricing**

Total Price for items as listed above (excluding taxes) ..... \$22,222.00

Please note the following clarifications in this proposal:

- AMONG THE ITEMS NOT INCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE:
- Labor to Install
- Refrigerant Specialties
- In Warranty Labor
- Piping System
- Equipment Start up & Supervision
- Air Distribution System
- Electrical work including disconnects
- Local and Chicago Code Requirements
- Controls
- State or Local Taxes
- Filters
- Warranty Service
- NOTES:
- Above price is firm and will remain in effect for 30 days.
- No permits included in above proposal.
- All orders subject to credit approval and acceptance by TEC Management.
- Equipment is manufactured under strict manufacturer standards and the National Electrical Code requirements.
- Compliance to local codes neither guaranteed nor implied.
- Illinois code requires an IECC 2018 compliant system. If the contractor or end user chooses to purchase a non-compliant IECC 2018 unit; TEC will not be held responsible if the job is flagged with a non-compliant system.

Submitted By:

**Mark Simbrowsky**  
 TEMPERATURE EQUIPMENT CORP.  
 msimbrowsky@tecmungo.com

**TEMPERATURE EQUIPMENT CORPORATION ("T.E.C." or "Seller")**  
**STANDARD TERMS & CONDITIONS**

1. T.E.C. and Customer agree that the Standard Terms & Conditions set forth below shall apply to all sales of goods and services by Seller to Customer and shall be deemed incorporated into any agreement between Seller and Customer now existing or hereafter arising or created, including any quotation issued by T.E.C. ("Quotation"); provided, however, in the event of a conflict between the terms of these Standard Terms & Conditions and the terms of a separate agreement or Quotation between Seller and Customer, the terms of such other agreement or Quotation shall control. Except as modified by such other agreement or Quotation, these Standard Terms & Conditions shall remain in full force and effect and binding on Seller and Customer. Acceptance of any Quotation is limited to the terms thereof. Any Quotation or other proposal from Seller to sell the goods and/or services described therein or in the attachments thereto is subject to these Standard Terms and Conditions, and subject to Seller's credit approval of Customer and is expressly limited to acceptance by Customer of the terms and conditions therein and herein. These Standard Terms & Conditions together with such accepted Quotation and any other proposal or agreement shall constitute the terms of the agreement between T.E.C. and Customer (collectively, the "Agreement"). No modification, change, renunciation or waiver by Seller of any term or condition or of any of Seller's rights or remedies shall be binding on Seller, nor shall this Agreement be changed by Customer, unless in each instance Seller in advance shall have expressly consented thereto in writing by Seller's authorized officer, and any purported oral or other consent shall be null and void, there being no representations, agreements, promises or understandings between Customer and Seller that are not expressed herein. Seller hereby objects to all conflicting terms in any document or purchase order issued by Customer, and Seller's failure to object to provisions contained in any purchase order or other communication from Customer shall not be construed as a waiver of these Standard Terms & Conditions, nor an acceptance of any such provisions.
2. Prices are subject to change without notice and do not include any applicable taxes or freight charges unless otherwise stated. Estimated prices are only for work according to original specifications. Unless otherwise specified, **payment terms are 1% 10 prox net 30J**. T.E.C. reserves the right to add a service charge of 2% of the principal amount due at the end of each month to any account outstanding for more than 60 days. T.E.C. may alter payment terms at any time based on Customer's financial condition, including demanding full or partial payment in advance, or the provision of other security or guaranties, and may exercise all other lawful remedies, including deferring delivery or cancelling any Agreement. Customer shall comply with these payment terms whether or not Customer itself has been paid for the goods, products and/or equipment Customer purchases from T.E.C., and the Customer may not assert a "pay-when-paid" or a "pay-if-paid" defense (or any similar defense) to T.E.C.'s claims for payment. Customer has no right to withhold any portion of the payment due as retention for any goods, products and/or equipment Customer has purchased from T.E.C. T.E.C.'s rights to pursue all liens and claims are preserved and not released or waived, including, without limitation, mechanics liens, construction liens, common law or statutory payment bond claims, stay-notice claims, lien-on-funds claims, trust-fund claims, and prompt-payment claims.
3. If Customer's account is referred to a collection agency or attorney, Customer will be responsible for paying Seller's costs and fees incurred. Customer consents that venue for any legal proceedings related to any provision of this Agreement shall, at the option of T.E.C., be in the Circuit Court of Cook County, State of Illinois, or in the Federal District Court for the Northern District of Illinois, and Customer and T.E.C. each hereby consent to and submit to personal and subject matter jurisdiction of said Courts. This Agreement is made and executed at the Seller's place of business; and the law of the State of Illinois, without regard to conflict of law provisions, shall govern all rights and duties of Customer and Seller hereunder and the interpretation of the Agreement.
4. All orders must be in writing and no order is binding until accepted by an authorized officer of T.E.C. No sales representative has any authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, statutory or otherwise. Cancellation of orders or portions thereof will not be accepted after material has been purchased or fabrication has been started.
5. As security for payment of any sum due or to become due hereunder or under any Agreement, invoice, Quotation or otherwise, this Agreement shall constitute the Security Agreement under the UCC, and Customer hereby grants Seller a security interest in the products and goods identified on any Quotation, Agreement, invoice or attachments thereto, and in all products and proceeds thereof, to secure Customer's payment in full. Seller shall also have a lien on all Customer property in Seller's possession, including work-in-process and finished work, and Seller may retain possession of such property until payment in full. Customer hereby authorizes Seller to file all required UCC financing statements or related documents, and take any other necessary steps to perfect Seller's security interests, and Customer agrees to perform all acts which may be necessary to protect any security interest of T.E.C.
6. Promises of delivery are based upon best information available from the manufacturing source and are made in good faith, but are not guaranteed. T.E.C. is not liable for any delays in delivery or for any damage suffered by the Customer or others by reason of any delay.
7. Delivery of Non Stock items must take place within 30 days from date of last receipt. Failure to take delivery within this timeframe will initiate the Bill and Store Agreement; resulting in a storage fee of 5% of order value per month. Billing will start on the 31<sup>st</sup> day from last receipt.
8. Permission to return goods for credit plus shipping instructions and return tags must be secured from T.E.C. before returning any goods. All returned goods must be unused, in new condition, and in original crates. Goods returned without authorization will be refused and returned to shipper. Goods which are obsolete or made to special order are returnable only with prior written approval signed by an officer of T.E.C. and shall be conditioned upon Customer paying a minimum restocking charge of not less than 30% of the original invoice price (not including freight and taxes) for stocked products and 100% for non-stock/special order products.
9. All amounts billed by T.E.C. must be paid by Customer without setoff or deduction of any kind, unless expressly agreed to in advance in writing by an officer of T.E.C. All requests for deductions will T.E.C. must include complete detail as to the reason behind the requested deduction. Failure to provide appropriate detail may subject your account to being placed on credit hold. No request more than one (1) year from last statement date will be accepted.

**WARRANTY INFORMATION**

10. Unless otherwise provided herein, Seller warrants title and that all goods sold shall conform to the Quotation provided by T.E.C. T.E.C. extends only the warranties given by the Manufacturer upon goods manufactured by it as those warranties are expressed in the Standard Product Warranty issued with each individual model by year of manufacture. Except as otherwise expressly stated herein, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. It is expressly agreed that T.E.C. SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR ANY OTHER SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising out of or related in any way to any products sold pursuant to any Quotation or Agreement including, but not limited to, the inability of Customer to use any such product, equipment or material.
11. Customer expressly agrees that T.E.C. DOES NOT REPRESENT OR WARRANT that the equipment sold hereunder will comply with any applicable laws or ordinances of the governmental jurisdiction where the equipment is to be installed.
12. Under no circumstances will T.E.C. make or secure installations, replacements or be responsible for the costs thereof, or for any damages caused by faulty installations or repair by contractors or dealers or for improper or inadequate specifications.
13. Customer agrees that its **SOLE AND EXCLUSIVE REMEDY** against T.E.C. in the event any product, equipment or materials sold to Customer shall fail to conform to the terms and conditions of any Quotation or to any express or implied warranty set forth herein, and T.E.C.'s sole and exclusive liability shall either be (1) to repair or (2) to replace such nonconforming part, equipment or material. T.E.C. shall not be responsible for labor charges for removal or reinstallation of such equipment or material or charges for transportation, handling and shipping or charges for refrigerant losses. IT IS AGREED THAT T.E.C.'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE EQUIPMENT OR MATERIAL CLAIMED TO BE DEFECTIVE OR NONCONFORMING SUBJECT TO T.E.C.'S RIGHT OF REMOVAL AND RETURN OF SUCH EQUIPMENT OR MATERIAL. The foregoing shall constitute Customer's sole and exclusive remedy and T.E.C.'s sole and exclusive liability for supplying nonconforming or defective goods.
14. No right or interest in this Agreement shall be assigned by either the Seller or Customer without the written consent of the other, except Customer's consent shall not be necessary for Seller to assign or transfer any right to payment arising from any Agreement.
15. Any action for breach of this Agreement, in whole or in part, not filed within two (2) years after the cause of action shall have first accrued, shall be barred.

Accepted By:

Proposal Date:

07/14/2021

Name:

Proposal Number:

0721MSIM0698

Title:

PO Number:

*Michael Bernard*  
*Executive Director*

Company:

Wheaton Park District

Project Name:

Wheaton Park District

Date:

July 22, 2021