



July 20, 2020

Boone County Schools Annex

8270 US Hwy 42

Florence, KY 41042

tonya.knaley@boone.kyschools.us

Re: Proposal for Thermal Camera

Dear David Gish,

Thank you for the opportunity to provide a proposal for your Thermal Camera. 120VAC will be required for camera location as well as a network drop (if remote network viewing). A viewing PC for the software will be required for system monitoring. Silco will furnish and install the following:

- 2 - Invid Face, Mask, Temperature Tablet
- 2 - Reader Pedestal
- 2 – Bio Security Software
- 1 – All wiring, labor, and training

System Investment: _____ **Equipment and Installation: \$7280.00**

Customer is tax exempt

Thank you again for the opportunity to propose this system to you. If you have any questions please contact me at 513-265-4503

Sincerely,

Ryan Gast
Sales Consultant
Security Division

Silco Fire & Security – Proposal for Boone County Schools Annex – Thermal Camera Installation
July 20, 2020

Terms & Conditions

Notwithstanding anything contained in Silco's proposal to the contrary, the customer acknowledges and agrees to the following:

1. Payment Terms:
 - 50% down payment with order (Must be received before equipment is ordered)
 - 50% upon completion (Must be received before final test)
2. The quoted price is valid for 60 days and **does not include** tax and permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. For Thermal Cameras used to detect Elevated Body Temperatures: Silco is not the manufacturer of the equipment. The equipment is not an FDA approved medical device and is not intended for use in a diagnosis, treatment, or prevention of a disease or other medical condition. When the equipment detects a person with an elevated body temperature this must then be confirmed with a secondary evaluation method. Customer is ultimately liable for its use of the equipment in a manner consistent with the manufacturer's labeling and recommendations, and for managing any information captured or stored by the equipment in a manner compliant with HIPPA. Customer acknowledges that regulations may impact Customer's ability to use the equipment for its desired use/purpose.
4. For fire alarms, the control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
5. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers. If phone lines are going to be used for monitoring, they need to be POTS phone lines (not VOIP). Customer is required to install RJ31X jack(s) upstream from any phone system in compliance with NFPA 72 and extend phone line(s) from DMARC to the fire alarm communicator location.
6. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
7. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
8. Installation will start upon approval of plans by authority having jurisdiction. Silco will notify the customer when permit has been issued.
9. Revisions to original approved design will be billed separately, including any AHJ required changes.
10. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
11. Silco warrants that in the event any equipment installed by Silco becomes defective within 90 days from the date of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA.
12. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
13. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving verbally, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
14. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
15. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.

16. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
17. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

Signature page to follow

Silco Fire & Security – Proposal for Boone County Schools Annex– Thermal Camera Installation
July 20, 2020

To accept this proposal, including its Terms & Conditions, please sign below and return a copy to our office.

CUSTOMER

Customer Name

Signature

Printed Name, Title

Date

SILCO FIRE & SECURITY

Signature

Printed Name, Title

Date