



John A George
City of Independence
17221 E. 23rd St., South PO Box 1019
Independence, MO 64057
United States

Facility Gateway Corporation
4916 East Broadway
Madison, WI 53716
March 22, 2023
Quote #CP03202023-19668

John,

Enclosed, please find your Project Quote for the following items:

- Maintenance Bypass Cabinet

This quote is good until April 20, 2023.

We appreciate this opportunity to work with your company. Please feel free to contact me with any questions regarding this proposal.

Thank you for doing business with Facility Gateway Corporation.

Best regards,

Cassandra Plowman-Larsen
cplowman-larsen@facilitygateway.com
x124
<http://facilitygateway.com/>

Acceptance for Quote #CP03202023-19668

This is a required section. This quote is good until April 20, 2023.

Equipment	Qty	Price Ea.	Price
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950 N. Spring Street, Independence, MO 64050

✓ Maintenance Bypass Cabinet: Schneider (APC) Symmetra PX 100 0	2	\$15,995.00	\$31,990.00
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Symmetra PX 100

- Bypass Panel, 208V
- Color: Black
- Height: 78.90 in (200.4 cm)
- Width: 11.81 in (30 cm)
- Depth: 42.13 in (107 cm)
- Net Weight: 371.79 lb(US) (168.64 kg)
- Mounting Location Front

Labor	Price
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✓ Install Regular Hours (8-5):	\$17,935.00
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Install the two customer supplied UPS Bypass Panels on the existing UPS equipment. Rotate the existing Blue UPS 180 degrees, install a bypass unit, connect internal wiring, modify the existing main feeder, and install new load wiring to the blue electrical panel. Install the bypass unit on the Red UPS, connect internal wiring, modify the existing feeder by setting a junction box for compression splicing to extend with new wiring, and install new load wiring to the Red electrical panel. Provide and install conduit, fittings, supports and copper wiring. Assist with initial startup and testing.

Excluded from the quote:

1. Permits, Bonds or Fees.
2. Painting, Patching or Abatement.
3. Temporary Power, Facility or Utilities.

Maintenance Bypass Cabinet Total \$49,925.00

Freight

✓	\$1,250.00
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Totals

✓ Package Total	\$51,175.00
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A La Carte Total	\$51,175.00
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* Sales Tax is NOT INCLUDED in pricing unless otherwise stated on this quote. Sales tax calculation will be made using Avalara™ Tax's tax calculation engine included on the invoice.

Acknowledgment of Terms for Quote #CP03202023-19668

This is a required section. Please acknowledge your acceptance of this quote and the terms and conditions below.

In consideration of the prices shown for the products and/or services listed above in this quote, **City of Independence** ("Customer") accepts and wishes to enter into an agreement ("Agreement") with Facility Gateway Corporation ("FGC") for the purchase of such products and/or services. Customer recognizes and acknowledges that this quote includes and is subject to the Terms and Conditions contained herein. The individual who accepts this quote represents they are duly authorized to enter into this Agreement on behalf of Customer, and further represents they have full corporate power and authority to deliver this Agreement and to perform the obligations hereunder, including guaranteeing payment. By accepting this quote and entering into the Agreement, Customer authorizes FGC to invoice for the products and/or services shown herein and to utilize any provided purchase order number.

Additional charges may apply for any Agreement billed with extended payment terms. The Agreement between FGC and Customer includes the scopes of work, the acceptance, the acknowledgment, and the FGC terms and conditions.

This quote and its terms must be acknowledged by Customer, either by a signature or clicking "Accept". Notwithstanding the foregoing, any communication by Customer to FGC acknowledging either this quote, or a general intent to proceed with the purchase contemplated herein shall act as and be construed as Customer's acceptance and desire to enter into the Agreement. This communication or acknowledgment may take the form of a signature on this page, clicking the "Accept" button, issuance of a purchase order which is substantially similar in scope of work, goods, or price to the purchase shown in this quote, written approval to proceed (including an electronic writing), or any other similar action by Customer. In all such events, FGC's terms and conditions shall apply.

FGC has established tax registrations in certain states and provinces. Due to the complexity of tax laws FGC will not calculate tax amounts for quotes unless the tax amount is specifically requested by the customer. All sales tax calculation will be made using Avalara™ Tax's tax calculation engine. For sales that occur in any non-covered state or province or tax jurisdiction FGC's customers are to self-assess, report and remit any and all sales and use taxes due in a timely manner.

In witness thereof, the customer agrees to all of the terms specified herein.

City of Independence

Signature

Date

Name

Title

PO#

Billing Information

Customer Name: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Country: _____

Phone: _____

☐ Tax Exempt? If yes, please provide us with a copy of your tax-exempt certificate.

Terms and Conditions

1. **Acceptance of Terms** This quote is valid for ninety (90) days. Acceptance or acknowledgement by the customer ("Customer") of this quotation from Facility Gateway Corporation ("FGC") forms an agreement between FGC and Customer ("Agreement"). The Agreement includes this quotation, including these Terms and Conditions ("Terms"). FGC expressly limits acceptance to the Terms stated herein, and rejects any additional or different terms of Customer. No additional or differing terms proposed or delivered by Customer shall alter this Agreement in any way. These Terms shall prevail over any terms in Customer's purchase order. These terms shall also apply to any work or transactions between Customer and FGC's affiliate, FGC Construction, LLC. Any attached Manufacturer warranty information or riders are incorporated into this Agreement, and any warranty terms from the Manufacturer shall supersede any contrary or different warranty terms contained in these Terms. Both FGC and Customer may be referred to herein individually as a "party" and collectively as the "parties." This Agreement, including all of these Terms, may only be amended in a writing signed by both parties. Any work authorized by Customer pursuant to this document shall be governed by the Terms. These Terms may be updated or revised by FGC from time to time and at any time, but the version of the Terms in effect at the time of acceptance shall govern the Agreement.
2. **Term of Agreement** Unless sooner terminated as provided herein, the term of this Agreement shall begin on the date of Acknowledgment ("Contract Commencement Date") and shall end with Factory Authorized Startup, as performed by a qualified and authorized technician, except that any warranties shall survive the expiration of this Agreement, and shall last for the period specified.
3. **Payment Terminology.** FGC will invoice according to the following chart of payment terms, and the use of any payment terms requires prior credit approval. Additional charges apply for contracts billed with extended payment terms. Late payments may be subject to a charge of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law, on any outstanding balance. Prices and payments shall be in US dollars. Add four percent (4%) to the quoted price for a credit card payment. FGC may withhold services in the event that Customer fails to pay undisputed amounts due, even if this Agreement is still in effect. This shall be in addition to any other remedy which FGC may have under this Agreement or under applicable law.
 - **New Equipment, Batteries, and Parts Under \$10,000 total:** Net 30 upon shipment.
 - **New Equipment, Batteries, and Parts \$10,000-\$100,000 total:** 25% down prior to shipment, remainder net 30 upon shipment.
 - **New Equipment over \$100,000 total:** 50% down prior to shipment, remainder net 30 upon shipment.
 - **Generators:** 50% down prior to shipment, remainder net 30 upon shipment.
 - **Start-up:** Net 30 upon shipment of equipment.
 - **Installations:** 50% down prior to shipment, remainder net 30 upon start of work.
 - **Refurbished Equipment:** 50% down prior to shipment, remainder net 30 upon shipment.
 - **Overseas Orders:** 100% down prior to shipment.
 - **Turnkey:** 50% down, net 30 upon shipment for remaining balance.
 - **Time & Materials with Parts:** Net 30 upon shipment.
 - **Time & Materials without Parts:** Net 30 upon completion of work.
 - **Full Service Contracts:** Billed annually in advance - Net 30 or prior to contract start date, whichever is earlier.
 - **Preventative Maintenance Plus:** Net 30 upon completion of each PM.
 - **Preventative Maintenance Only Contracts:** Net 30 upon completion of each PM.
 - **Custom Enclosures, Custom Runtime Configurations, Special Equipment Orders, All General Special Orders:** 100% down prior to shipment.

4. FGC Terminology

- **Start of Work:** The first day a technician is at the work site with tools in hand, ready to begin work.
- **Full Service:** Includes the number of scheduled maintenance visits provided in this quotation, repairs as needed, and 24/7 emergency service and repairs.
- **Preventative Maintenance Plus ("PM+"):** Includes the number of scheduled maintenance visits provided in this quotation as well as 24/7 emergency service with a response as indicated in quotation, but does not include the purchase of replacement parts or the labor to install replacement parts.
- **Preventative Maintenance Only ("PM Only"):** Includes the number of scheduled maintenance visits provided in this quotation. No emergency service, repairs, parts, or labor are included.

5. **Changes in Order, Termination** If any changes are requested after Acceptance, such changes will be made only with the written consent of FGC and any cost related to the change shall be the responsibility of Customer. If Customer cancels or terminates this Agreement or the Purchase Order without FGC's written consent, FGC may recover a cancellation fee from Customer as outlined below:

- A. **Equipment:** A cancellation fee of not less than twenty-five percent (25%) of the purchase price if the equipment has been shipped and due net 30 upon cancellation date.
- B. **Batteries:** A cancellation fee not less than fifty percent (50%) if cancelled within sixty (60) days of delivery and due net 30 upon cancellation date. After sixty (60) days, Batteries are non-returnable.

Customer shall not be entitled to any punitive, actual, consequential, indirect, or incidental damages as a result of termination of this Agreement.

6. **FGC Representations and Disclaimer of Warranties** Any warranty provided by the manufacturer shall apply to the equipment as specified, and with some refurbished equipment FGC will provide an explicit warranty on the refurbishment. EXCEPT FOR THE FOREGOING, IN THIS AGREEMENT, FGC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY PRODUCT OR SERVICE OFFERED BY FGC, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. ANY INFORMATION, SERVICES, OR EQUIPMENT EXCHANGED UNDER THIS AGREEMENT IS EXCHANGED ON AN "AS IS" BASIS. THE MANUFACTURER WARRANTY FOR THE EQUIPMENT IS THE SOLE REMEDY FOR PURCHASERS OF THE EQUIPMENT. FOR ANY AND ALL PRODUCTS SHIPPED, FGC WILL NOT BE RESPONSIBLE FOR DAMAGE THAT IS NOT LISTED ON THE CARRIER'S BILL OF LADING. IT IS THE RESPONSIBILITY OF CUSTOMER TO THOROUGHLY INSPECT EACH AND EVERY PALLET FOR POSSIBLE DAMAGE, INCLUDING, BUT NOT LIMITED TO, BROKEN SHRINK WRAP AND VISIBLE DAMAGE TO PRODUCT. SOME EQUIPMENT MAY CONTAIN PROPRIETARY ELEMENTS AND SOFTWARE, INCLUDING PADLOCK SOFTWARE. SUCH PROPRIETARY SOFTWARE MAY RESULT IN LIMITED OPTIONS FOR POST-WARRANTY SERVICE PROVIDERS.
7. **Delay in Shipment** Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at Customer's request for consolidation or pick-up, etc., will be assessed a two percent 2% per month storage charge, starting ten (10) days after the scheduled ship date. Storage will be provided for up to three (3) months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.
8. **Subcontractor Activities** FGC may operate as construction manager to assign maintenance and installation activities to vendors and subcontractors. FGC will maintain insurance certificates for operating subcontractors, and manage scheduled on-site activities, security clearances, and schedules. Subcontractor activities include one-time, non-recurring Time and Materials activities.

9. **Void of Manufacturer's Warranty** Notwithstanding anything in these Terms and Conditions, the warranty terms from the Manufacturer shall be controlling. This manufacturer's warranty does not cover damage or defect caused by misuse, improper application, wrong or inadequate electrical current/voltage/frequency, inadequate connections, inadequate water or drain services, user negligence, repair by non-OEM designated personnel, accident during shipment, tampering alterations, a change in equipment and/or accessory location or application, exposure to the elements, acts of God, force majeure event, theft, sabotage, or installation contrary to OEM's recommendations or specifications. This warranty does not apply if serial numbers have been altered, defaced, or removed.

Repair of defective equipment, equipment parts, and/or accessories does not extend the respective original warranty period. All defective equipment, equipment parts, and/or accessories shall be the property of the OEM upon replacement.

This warranty shall constitute the sole and exclusive remedy of all purchasers and users of the equipment, equipment part, and/or accessories. OEM's responsibility for equipment, equipment parts, and/or accessories shall not exceed one times the net equipment, equipment part, and/or accessory purchase price.

Replacement of a defective product/unit does not include cost of removal, shipping, labor, or any charges or costs associated with unit replacement. Battery warranties are manufacturer based; batteries may be replaced with the same or like manufacturer.

The foregoing provisions shall also apply in the event that FGC explicitly provides a warranty on the refurbishment of equipment sold as such.

10. **Battery Information** General operating and warranty conditions for UPS batteries:
- Charging float voltage should range between 2.27 to 2.30 volts per cell.
 - Average annual ambient temperature shall not exceed 25 degrees Celsius (77 degrees Fahrenheit). Cell temperature shall not exceed 33 degrees Celsius (92 degrees Fahrenheit) for more than 30 days annually.
 - Warranty does not cover damage due to neglect or abuse such as freezing, fire, flooding, explosives, or any acts of nature.
 - Registration, installation, and periodic inspection reports are to be maintained by the end user and made available to FGC on request as required to support any warranty adjustment claim. Failure to comply with these conditions may void any battery warranty.
11. **Indemnification** To the fullest extent permitted by law, Customer shall indemnify, defend (with counsel meeting the approval of FGC, not to be unreasonably withheld), save, and hold harmless FGC from and against all suits, claims, demands, liabilities, damages, losses, expenses, and costs, incurred by reason of any cause whatsoever, either in or about the premises, resulting from FGC carrying out the provisions of this Agreement, unless such damages or injuries result from: (i) the willful misconduct or gross negligence of FGC, (ii) acts or omissions by FGC in violation of this Agreement, and (iii) breach of fiduciary duty or fraud.
12. **Liability and Waiver of Consequential Damages** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FGC NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF. UNDER NO CIRCUMSTANCES SHALL FGC'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PRICE PAID HEREUNDER FOR THE GOODS AND SERVICES PROVIDED.

13. **Confidentiality** In the performance of its duties hereunder, FGC may provide information to Customer that FGC considers confidential. All information provided by FGC to Customer that is marked "confidential" or otherwise identified by FGC to Customer as confidential ("Confidential Information") shall be maintained in strict confidence by Customer. Except as may be authorized by FGC in writing, Customer shall not disclose Confidential Information to any person other than Customer's attorneys, accountants, employees and subcontractors directly engaged in the activities under this Agreement. Customer shall use at least the same degree of care to protect the Confidential Information of FGC as it uses to protect its own confidential information, but not less than a reasonable degree of care. Involuntary disclosure, such as pursuant to a subpoena or court order, or made as part of any proceeding brought to resolve a dispute between Customer and FGC, shall not constitute a breach by Customer of this Section, provided that Customer shall give FGC prior written notice of such disclosure so that FGC may seek any protective orders they deem reasonably necessary.

Any processes, ideas, concepts, software, and techniques used by FGC in the performance of its services under this Agreement are proprietary to FGC. Customer shall maintain all such proprietary information in strict confidence, and only for use pursuant to this Agreement. Customer shall not disclose any such proprietary information to others, or use any such proprietary information in connection with services provided outside of this Agreement, without FGC's prior written consent. FGC may collect, retain, and use data on and provided by Customer for its internal operations, and may use, market, and license externally data collected from Customer in an anonymous, aggregate format.

The covenants set forth in this Section shall survive the termination of this Agreement and shall be specifically enforceable.

14. **Jurisdiction; Venue; Waiver of Jury Trial.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Wisconsin and controlling U.S. federal law without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a court of competent jurisdiction in Dane County, Wisconsin. To the extent allowed by law, the parties each waive their right to a jury trial for any matter arising from or relating to this Agreement.
15. **Collections** FGC may recover from Customer any and all costs, fees, and expenses, incurred in recovering and collecting amounts due from customer.
16. **Remedies Cumulative** All remedies of either party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy to the exclusion of all others.
17. **Force Majeure** Except for the payment of monies when due and owing, to the extent that a party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder by reasons of any law or governmental regulation or other governmental act, or flood, war, fire, riots, strikes, explosion or other natural catastrophe or act of God, or acts of third parties or other causes beyond the reasonable control of such party (a "Force Majeure Event"), such party shall be temporarily excused from such obligations to the extent so prevented until the abatement of such Force Majeure Event. The term of this Agreement will not be extended by the period or duration of the Force Majeure Event. Notice of any such disability and the abatement will be immediately given to the other party by the party claiming same.
18. **Entire Agreement and Interpretation** This Agreement is the entire understanding of the parties with respect to the matters contained herein, and may be modified only by mutual written agreement. The language used herein is the language chosen as the mutual intent of the parties, and no rules of strict construction will be applied against either party.
19. **Assignment and Third Party Benefit** Customer may not subcontract, transfer, or assign its rights or obligations under this Agreement to another person without the written consent of FGC, and FGC explicitly may subcontract, transfer, or assign this Agreement to one of its affiliated entities or a subcontractor chosen by FGC in its absolute discretion. Nothing in this Agreement is intended to create a contractual relationship for the benefit of any third party, the intended beneficiaries of this Agreement are FGC and Customer.

20. **Severability and Non-Waiver** No provision in this Agreement shall be construed, interpreted, or enforced in such a manner that violates any applicable law or regulation. In the event that any provision is found to be void or unenforceable for any reason, that provision shall be deemed to be stricken from this Agreement, and the balance shall survive and remain enforceable. No provision will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by duly authorized representative of each party. No course of conduct between Customer and FGC shall act as a waiver of any provision unless such waiver is in writing and signed by each party.
21. **Notice Information** Any notices required under this Agreement shall be in writing and sent by certified mail, return receipt requested, and postage prepaid to the other party at the address provided to the other, or by email at the email address provided to the other. Either party may change its address by written notice to the other party. The date of receipt or refusal shall be the date of any notice.

Shipping Information

In preparation for the delivery of your order, Facility Gateway Corporation requires pre-shipment information related to your facility. Failure to provide this information in advance may cause additional charges to be incurred during the delivery process. For safety reasons, all areas leading to and including the installation area must be clear of debris and obstructions for drivers and technicians to remain safe. If not, additional charges may apply for time or inside delivery may be refused.

Quote based on client locating the materials within 50 feet of the equipment to be serviced.

Shipment may be delayed if form is not fully completed

(\$) = Additional Fees

Company Name

Receiving Address

City, State, Zip

Contact Name

Contact Phone

Contact Email

What type of dock is available?

- ☐ Commercial w/ dock
- ☐ Commercial, no dock (\$)
- ☐ Non-Commercial (\$)
- ☐ Residential (curbside delivery unless Inside Delivery added) (\$)

Special Requirements

- ☐ Appointment required (\$)
- ☐ Pallet breakdown (\$)
- ☐ Inside delivery (complete inside delivery section) (\$)

- ☐ Hazmat (\$)
- ☐ Delivery Vehicle Size Restrictions: _____
- ☐ Parking Restrictions: _____

Shipment Details

Pallet Qty: _____

Pallet Dimensions: _____

Pallet Weight: _____

Pallet Description: _____

Expected Delivery Date: _____

- ☐ Guaranteed Delivery Date (guaranteed by carrier, refund if not met, not available for all shipments) (\$)

Inside Delivery Instructions (only required for inside deliveries)

Entrance Type:

- ☐ Main
- ☐ Shipping/Receiving
- ☐ Street
- ☐ Other: _____

Interior Travel:

Approx. distance to install site from delivery (>50ft \$): _____

Limited hallways/doorways: _____

- ☐ Floor Weight Restrictions: _____

- ☐ Floor Covering Required

- ☐ Pallet Jack Not Allowed

Floor # (above/below/at ground level): _____

Room #: _____

- ☐ Freight elevator (weight capacity): _____

- ☐ No Freight elevator (flights of stairs) (\$): _____

- ☐ Union Labor required (\$)

- ☐ On-site storage limited x x (ft.): _____

Clarifications

- All non-invasive tasks to be performed during working hours (7:00am – 3:30pm Monday – Friday).
- All tasks requiring interruption of normal facility operations to be performed after hours.
- It is understood that in the event undisclosed conditions or materials are encountered, or job conditions vary from this proposal, FGC will be paid for additional labor, materials, equipment, expense, overtime, and profit resulting from undisclosed conditions or materials.

Exclusions

- Consequential damages: loss of use, loss of revenue, and any third-party consequential damages limited to coverages provided by Subcontractor's General Liability Insurance
- Permits
- Sales tax
- Holiday pay
- Utility company charges
- Underground utility lateral to meter pedestal
- Energy or Electrical code compliance of existing systems
- Labeling of existing electrical distribution or branch wiring
- Warranty or repair of existing electrical work/existing code violations
- Payment and performance bond
- Additional cables or connectors

Optional

The following items are not included in this proposal but are available upon request and additional charges:

- Commissioning and testing
- Breaker-coordination study
- Maintenance SOPs and MOPs
- Arc-flash study
- Short-circuit calculations
- As-built or engineered drawings

Service Scope

1. **National Footprint** — FGC is a national company that can service all you're your sites. This includes all makes, models, and types of equipment.
2. **Facility Keys** — FGC's patented asset management software platform that includes all your service information in one place. A single login for asset info, FSRs, MOPs, scheduling, and billing.
3. **National Operating Center (NOC)** — FGC staffed, 24/7/365 support, with technical resources to triage all emergency calls. We quickly dispatch technicians if necessary to ensure your site continues to run at its most optimal level.
4. **MOPMachine** — Custom written scopes that FGC ensures will be followed during the maintenance of your equipment. FGC holds all vendors accountable to your scope. These scopes are fully customizable based on your requirements.
5. **National Service Vendor Network** — We have a primary and secondary technician in all major markets. Our certified technicians are trained by the OEM to work on all major brands of generator, UPS, batteries, and HVAC. Use of this network ensures that your equipment is maintained to factory standards and necessary response times are easily met.
6. **20-million-dollar umbrella insurance** — Peace of mind that you're in good hands.
7. **National parts storage** — FGC has access to national parts stocking and guarantees overnight shipping if necessary. Many of our technicians stock major components on their truck to keep your down time to a minimum.
8. **Work directly with OEMs** — If you prefer OEM service, FGC can support your equipment. We have longstanding relationships with all OEM service providers.