

Item #5:
Proposals For Village Office Improvements & Furniture



April 25, 2014

Sherry Shlagman
 The Village of Long Grove
 3110 Old McHenry Road
 Long Grove, IL 60047

Dear Sherry:

We are pleased to provide the following proposal for your review and consideration for your facility located at 3110 Old McHenry Road in Long Grove, IL. Per our attached layouts and your request, we are proposing option two (2) consisting of new Hon 10500 series case goods, Hon Preside casegoods and Hon Flagship storage.

Option 2

<u>Qty</u>	<u>Description</u>	<u>Total</u>
(1)	New Hon 10500 series L-configuration laminate unit with 66"W x 30"D single pedestal Left desk, Box/Box/File, 42"W x 24"D single pedestal right return, File/File, 14-7/8"W vertical Paper manager, 72"W x 14-5/8"D x 37-1/8"H stack on storage, back enclosure, Tack-board in Grade 2 upholstery, Element/Warm Beige fabric, 60"W tasklight, articulating arm with keyboard platform	\$2,542.00
(1)	New Hon 10500 series L-configuration laminate unit with 66"W x 30"D single pedestal right desk, Box/Box/File, 42"W x 24"D single pedestal left return, File/File, 14-7/8"W vertical Paper manager, 72"W x 14-5/8"D x 37-1/8"H stack on storage, back enclosure, Tack-board in Grade 2 upholstery, Element/Warm Beige fabric, 60"W tasklight, articulating arm with keyboard platform	\$2,542.00
(1)	New Hon 10500 series 48"W x 24"D shaker cherry laminate credenza shell with (2) 15-5/8"W File/File pedestals	\$1,023.00
(1)	New Hon Flagship muslin paint color 2-drawer 30"W x 18"D x 28"H lateral file, "R" pull With shaker cherry laminate top 30"W x 18"D	\$ 651.00
(1)	New Hon Flagship muslin paint color 5-drawer 30"W x 18"D x 64-1/4"H lateral file, "R" pull	\$ 995.00
(1)	New Hon Flagship muslin color storage cabinet 36"W x 18"D x 39-1/8"H, "R" pulls and (2) adjustable shelves and 36"W x 18"D shaker cherry laminate top	\$ 728.00
(1)	New Hon Preside 72"W shaker cherry laminate Hospitality credenza with 2MM/Flat edge and linear empire black handles	\$ 1,564.00
(3)	Used fabric tack-boards with Z-brackets: Fabric (TBD)	<u>\$ 225.00</u>
Project Subtotal:		\$10,270.00
Tax Exempt:		\$ N/A
Normal Delivery (1) Truck/Ramp/NO Dock:		\$ 600.00
Non-Union/Normal Installation/Receiving and Un-boxing:		<u>\$ 750.00</u>
*Total:		<u>\$ 11,620.00</u>

The above delivery pricing is based on one (1) truck load on a non-union basis during normal business hours, ramp, no dock and with a freight elevator, and if this differs, then the pricing attached is subject to change accordingly. Any and all areas receiving product must be free and clear. All equipment and personal belongings must be moved by the customer prior to the arrival of the Second Systems delivery team.

Excluded from the above proposal are data/voice and electric parts and installation, any permits fees that may be required by any municipality or governing authority, construction, project management and design fees at this time. Delays of this project may be subject to additional charges to the client including, but not limited to labor, storage and delivery. Used product is available on a first come, first serve basis and cannot be held without a deposit. New product is based on manufacturers lead time. Keys are excluded for used products; Second Systems, Inc. can provide keys at additional charge.

Our designs, layouts and supporting details are for your review only and the property of Second Systems, Inc. Copyright is reserved by us and the drawings and related information is issued on the condition that it is not copied, reproduced, or disclosed to any unauthorized person, wholly or in part, without written consent of Second Systems, Inc. If our designs are given, sent and/or used by others, charges for our intellectual properties may apply and be charged to the Customer by Second Systems, Inc.

All products are to be installed on a non-union, during normal business hours. Installation costs include removal of trash to your dumpster. Should there be any adjustments to the attached furniture selections, we will then re-determine the amounts accordingly.

Second Systems, Inc. requires a fifty - percent (50%) deposit to secure product and place any order with the balance due upon delivery. Your signature on this proposal signifies your approval of our attached Terms and Conditions Agreement and the design layout. If this meets with your approval, please sign, date and return the signed proposal and our Terms and Conditions Agreement back to us.

April 25, 2014

Sherry Shlagman
The Village of Long Grove

Thank you again for the opportunity to present this proposal and layout option to you. Should you have any questions, please do not hesitate to contact me at my office at 630-250-7555 any time. We look forward to your reply and working with you to achieve a successful project completion.

Best Regards,

Diane Sanders
Diane Sanders
President

Enclosures

Approval: _____ Date: _____
The Village of Long Grove



Terms and Conditions Agreement

Second Systems, Inc. agrees to sell to the **The Village of Long Grove** (Customer) the furnishings described in this quotation/proposal and provide other services (collectively "Furnishings") on the following terms and conditions. All transactions relating to the Furnishings or this and any additional quotation/proposal ("Proposal") are subject to these terms and conditions. The Proposal shall include the quotation documents, order forms, cover letters, and the like, of which these terms and conditions form a part, and which represent the understandings between Second Systems, Inc. and Customer.

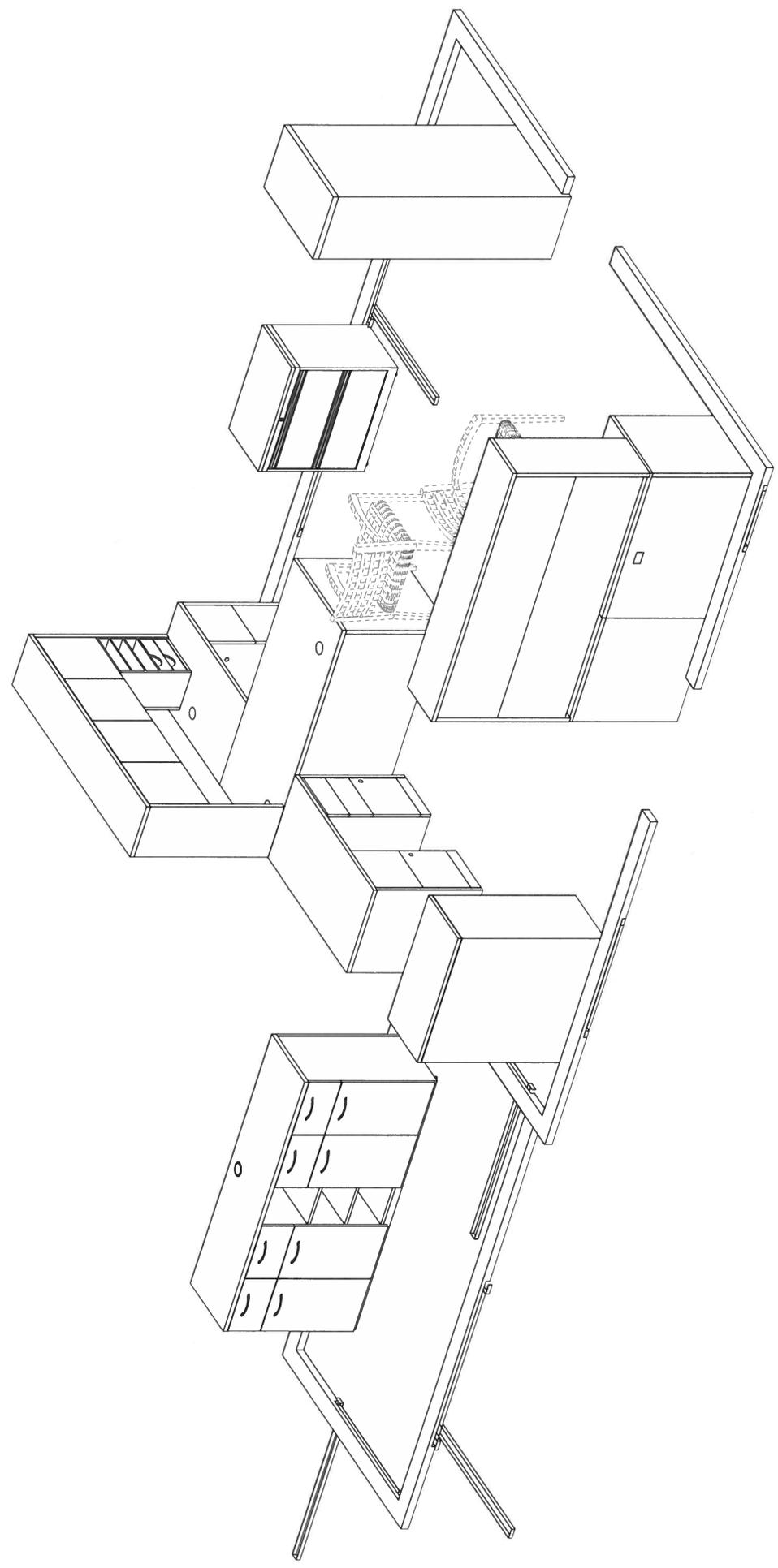
1. **Prices.** Prices quoted are firm for a period of thirty (30) days from the date of the Proposal. Keys are excluded from all Proposals and are not guaranteed. Therefore, Customer is responsible for additional costs for related labor or parts.
2. **Credit Approval.** Customer must receive credit approval from Second Systems, Inc. prior to any order of Furnishings. Credit may be established upon acceptance of satisfactory credit information, including a completed credit application. In the absence of adequate credit, full or partial payment and/or payment upon delivery will be required.
3. **Terms of Payment.**
 - A. **Payment Terms:** The terms of payment are fifty percent (50%) non-refundable deposit with balance due upon delivery. A monthly service charge of 2% per month (24% per annum), but in no event to exceed the maximum amount allowed by law, will apply to all delinquent payments and added to the balance outstanding on each invoice. Payments shall be made to Second Systems, Inc.
 - B. **Deposits:** All required deposits must be received prior to entering any order. Deposits will be generally applied on a pro-rata basis to each invoice. No interest shall accrue against such deposit. Customer may be required to supply any deposits required by Second Systems, Inc.'s vendors.
 - C. **Withholding:** PAYMENT MAY BE WITHHELD ON AN INVOICE ONLY FOR SPECIFIC FURNISHINGS NOT DELIVERED OR DAMAGED, AND CUSTOMER SHALL GIVE WRITTEN NOTICE OF SUCH WITHHOLDING TO SECOND SYSTEMS, INC. PRIOR TO THE DATE PAYMENT IS DUE.
4. **Storage and Other Charges.**
 - A. **Warehouse Shipments:** Furnishings received at and delivered by Second Systems, Inc. may be stored by Second Systems, Inc., subject to space availability. Storage charges will be invoiced for Furnishings stored beyond the scheduled delivery date. In addition, if installation of the Furnishings is delayed beyond the scheduled installation date, due to no fault of Second Systems, Inc., storage charges incurred and any other charges incurred by Second Systems, Inc. as a result of the delay will be invoiced to Customer.
 - B. **Direct Shipments:** When the Furnishings are shipped directly to Customer from the manufacturer, Second Systems, Inc. will coordinate shipments to arrive at the jobsite at a reasonable time prior to the installation date. If Second Systems, Inc. is prevented from delivering the Furnishings to the jobsite as a result of any cause or event beyond the control of Second Systems, Inc., the Furnishings will be re-routed to another suitable location. Any charges associated with such storage will be invoiced to the Customer from the first day of storage.
5. **Taxes.** Customer shall pay all applicable taxes assessed on the sale of Furnishings. If Customer is tax exempt, Customer shall supply a completed certificate of resale or tax exempt certificate upon acceptance of this Proposal.
6. **Cancellations, Returns and Change Orders.**
 - A. **Cancellation:** Subject to manufacturer's and Second Systems, Inc. approval, partial or complete cancellation may typically be made within the first three (3) days from the date the order is placed. Any cancellation charge made by the manufacturer will be invoiced to Customer. If the manufacturer is unable to accommodate the request for cancellation, the sale will be final. Priority, reconditioned, remanufactured or Quick-Ship Furnishings are non-cancelable.
 - B. **Specials / C.O.M.'s:** All sales involving Furnishings which are non-standard or are covered in C.O.M. (Customer's Own Material) fabrics are non-cancelable. All carpet, wall covering and drapery orders are non-cancelable.
 - C. **Returns:** If a return is approved, a 50% restocking charge will be assessed on all returned Furnishings.
 - D. **Substitutions:** If any Furnishings subject to this order cannot be supplied, Second Systems, Inc. may supply similar furnishings of like quality satisfactory to the Customer. If the parties cannot agree to a substitution, the Customer invoice shall be credited for such Furnishing and the balance of this Proposal shall be performed by the parties.
 - E. **Additions:** All orders for additional furnishings, whether oral or written, made subsequent to this Proposal shall be subject to these terms and conditions unless otherwise agreed and provided in writing and Customer shall be responsible for all costs, including labor costs associated with such orders.
 - F. **Changes:** Customer shall bear all costs, expenses and penalties caused as a result of any and all change(s) in the order specifications or delivery terms requested after the placement of this order.
7. **Jobsite Requirements and Installation.**
 - A. **Jobsite Services:** Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service and suitable unobstructed dock space and secured staging/storage areas will be furnished without charge to Second Systems, Inc. Customer acknowledges and agrees that electrical or other similar services may be required, at Customer's sole expense, to allow proper installation of the Furnishings.
 - B. **Condition of Jobsite:** Customer's jobsite shall be clean, clear and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. The jobsite shall also be free of interference from all trades in the work areas, and if the jobsite is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. Subject to these conditions, Second Systems, Inc. shall be held harmless and shall not assume liability for job delay.
 - C. **Receipt and Protection of Delivered Goods:** Furnishings delivered and brought onto the jobsite as scheduled shall be inspected immediately upon delivery and accepted by the Customer, subject to any exceptions as noted in writing. Title to Furnishings and all risk of loss or damage thereto shall pass to Customer upon delivery.
 - D. **Working Hours:** Delivery and installation will be made during normal working hours. Additional labor costs resulting from overtime work performed at Customer's request will be paid by Customer at Second Systems, Inc. standard overtime rate.
 - E. **Responsibilities:** Second Systems, Inc. shall receive, inspect and make any necessary freight claims, except when shipments are direct from the manufacturer in which case freight claims shall be handled by the Customer and Customer shall receive and inspect shipments. However, Second Systems, Inc. may elect to meet direct trailer shipments at the jobsite and receive, inspect and make any necessary freight claims and install without rehandling. Second Systems, Inc. shall notify Customer of such election.
 - F. **Erection and Assembly:** If trade regulations in force at the time of installation restrict Second Systems, Inc. ability to use its own installation personnel to erect, assemble, dismantle, attach, affix or bolt in place any Furnishings, Customer shall bear all costs resulting from such restrictions.
8. **Warranties.** Second Systems, Inc. warrants that Second Systems, Inc. is the legal and rightful owner of Furnishings or that it is legally licensed and/or authorized to sell and/or distribute Furnishings being purchased hereunder by Customer. Except as set forth in Section 11, all Furnishings delivered under this Proposal will be free and clear of any and all encumbrances of any kind. Customer acknowledges that Second Systems, Inc. is not the manufacturer of any Furnishings purchased hereunder. Customer shall be entitled to all manufacturers' product and intellectual property warranties associated with Furnishings purchased by Customer hereunder. SECOND SYSTEMS, INC. DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND PRODUCT LIABILITY, SPECIFICALLY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event will Second Systems, Inc. be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory.
9. **Force Majeure.** Second Systems, Inc. shall not be liable for any conditions resulting in any strike, lockout, work stoppage, accident, act of God, manufacturer's or carrier's delay, or other delay beyond its control.
10. **Assignment.** No transfer, renewal, extension, or assignment of this Proposal or any interest thereunder, or loss, injury or destruction of Furnishings shall release Customer from the obligations hereunder. Any assignee of Second Systems, Inc. shall be entitled to all its rights under this proposal.
11. **Entire Agreement.** This Proposal supersedes any terms and conditions appearing on Customer's purchase order or any other documents and all verbal communications and/or related understandings. This Proposal contains the entire agreement of the parties, and no changes, modifications, amendments or cancellations shall be effective unless mutually agreed to in writing.
12. **Applicable Law.** This Proposal shall be construed and enforced under the laws of the state where the Furnishings are sold, without regard to its choice of law provisions.
13. **Customer's Defaults.** The following shall be Defaults by Customer under this Proposal: (a) failure to make any payment or perform any obligation under this Proposal; (b) bankruptcy, insolvency, receivership or liquidation or assignment for the benefit of creditors of Customer or any guarantor of customer; or (c) loss, theft, substantial damage, sale or encumbrance to or of Furnishings, or the seizure, levy or attachment of or to Furnishings.
14. **Remedies of Second Systems, Inc.** Upon the occurrence of a Default, Second Systems, Inc. may, at its option and without notice, (a) declare all amounts payable under the Proposal to be immediately due and payable; (b) refuse to cause further deliveries hereunder to be made; (c) terminate this Proposal, or (d) exercise all of the rights of a secured creditor under the Uniform Commercial Code enacted in the state where the Furnishings are sold, including, without limitation, repossess any furnishings delivered hereunder to Customer. Customer shall pay the costs and expenses, including reasonable attorney's fees and court costs, of Second Systems, Inc. in enforcing any of the provisions of this Proposal. The rights and remedies granted to Second Systems, Inc. hereunder are cumulative and non-exclusive. The exercise of any right or remedy under this Proposal shall be without prejudice to the exercise of any other rights or remedies provided by law or this Proposal. If Customer shall consist of more than one person or entity, the obligations hereunder of such persons or entities shall be joint and several.
15. **Independent Contractor.** Second Systems, Inc. acknowledges that it is an independent contractor and not an employee, legal representative or agent of Contractor and that this Proposal is not intended to create an agency relationship of any kind, apparent or actual, between the parties. Second Systems, Inc. may only act as an agent or Customer if Customer specifically agrees in writing.
16. **Mutuality.** All debts and obligations of Second Systems, Inc. and Customer to each other are mutual and subject to setoff. For purposes of this section, "Second Systems, Inc." and "Customer" shall be deemed to include each party's respective subsidiaries and affiliates which directly or indirectly control or are controlled by that party through 100% equity ownership.
17. **Insurance.** Second Systems, Inc. shall procure and maintain at its own expense Workers' Compensation insurance, Commercial General Liability (Occurrence) insurance, and Automobile Liability insurance (collectively, the "Policies"). Customer shall procure and maintain at its own cost, builder's risk and owner's property insurance on an all-risk basis, including coverage for theft, vandalism, malicious mischief, collapse and water damage for the full insurable value of Furnishings. Such insurance shall cover Second Systems, Inc. and its subcontractors for their respective interests in Furnishings. Upon request, Customer shall provide Second Systems, Inc. with a Certificate of Insurance verifying the coverage.
18. **Keys.** All Keys are excluded for lateral files, overhead bins, and pedestals etc. Additional charges will apply.
19. **Design Disclaimer:** Our designs, layouts and supporting details are for your review only and the property of Second Systems, Inc. Copyright is reserved by us and the drawing and related information is issued on the condition that it is not copied, reproduced, or disclosed to any unauthorized person, wholly or in part, without written consent of Second Systems, Inc. If our designs are given, sent and/or used by others, charges for our intellectual properties may apply and be charged to the Customer by Second Systems, Inc.

Execution of these Terms and Conditions acknowledges acceptance for ALL orders placed with Second Systems, Inc. Used furniture is sold as is, additional charges will apply for repainting and touch ups.

Terms: 50% Deposit/ Balance Upon Delivery Customer Signature: _____ The Village of Long Grove Date: _____



4.24.14_Village of Long Grove_Rev2 Option 2 Furniture Layout_New HON Casegoods





4.24.14 Village of Long Grove_Rev2 Option 2 Furniture Layout_New HON Casegoods

