

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	11/10/2020	Meeting Date:	11/16/2020
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Contact Information:

Requested by: Rick Littleton – Director of Technology

On Behalf of Organization or Individual:

Telephone: 317-736-3602

Email address:

Mailing Address: 70 E. Monroe Street

Describe Request:

Request approval to create account with CCS Presentation Systems

List Supporting Documentation Provided:

Customer Setup Form

Who will present the request?

Name: Rick Littleton

Telephone: 317-736-3602

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.



Presenting Better Solutions

a CIM Integration Company – IN, IL, KY, OH

Customer Setup Form

Please indicate: New Customer Information
 Update Existing Customer Information

For Internal Use Only

Customer #: _____

SECTION 1 - COMPANY / ORGANIZATION INFORMATION:

Company / Organization Name:

Phone:	Fax:	Federal Tax ID#:
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Billing Address:

City:	State:	Zip Code:	County:
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Pay By ACH? Yes No Pay By Check? Yes No

Do you want invoices emailed? Yes / No If Yes, Provide an Accounts Payable email address:

Shipping Name (if different):

Shipping Address:

City:	State:	Zip Code:	County:
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Project/Job Contact Name:	Project/Job Contact Title:
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Project/Job Contact Email:	Project/Job Contact Phone:
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Accounts Payable Contact Name:	A/P Contact Title:
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A/P Contact Email:	A/P Contact Phone:
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Purchasing Contact Name:	Purchasing Contact Title:
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Purchasing Contact Email:	Purchasing Contact Phone:
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Owner/Officer Contact Name:	Owner/Officer Contact Title:
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Owner/Officer Contact Email:	Owner/Officer Contact Phone:
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Legal Type of Business (check one): Corporation: Partnership/LLC: Proprietorship: Not-For-Profit:

Public School (K-12): Private School (K-12): Other (List):

If Division/Subsidiary, Name of Parent Company:

Is the Organization Sales Tax Exempt (select one)? YES / NO If Yes, Sales Tax Exempt Number:

Company / Organization Website: (Please attach Exemption Certificate to Form)

PLEASE READ AND SIGN OUR TERMS AND CONDITIONS ON PAGES 2-4.

E-mail or fax completed form to acctsrec@cimtechsolutions.com or (812) 376-3557



Presenting Better Solutions a CIM Integration Company – IN, IL, KY, OH

Terms and Conditions

1. **PREVAILING TERMS AND CONDITIONS:** These Terms and Conditions, together with any appendix or other document into which these Terms and Conditions are incorporated (the "Agreement"), form the entire agreement between CCS Presentation Systems (CCS) and Customer as to the subject matter addressed herein (this "Agreement") and will become effective upon the execution of Customer. Requests for quotation, notification of acceptance or other purchasing documents provided by Customer concerning Products which are inconsistent with, different from or in addition to this Agreement are hereby rejected. In the event of a discrepancy in unit and extended pricing, the unit price will prevail.
2. **PAYMENT TERMS:** Subject to credit approval, the Customer shall pay within 30 days of invoice date for non-installation orders. Installed system orders require a minimum 50% down payment with order. Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to progressive billing as well. In such cases, CCS will invoice for equipment received and assigned to the project (order). Progressive invoices will be due and payable according to normal credit terms. If at any time, Customer fails to pay invoices when due, or if for any reason CCS feels insecure in extending credit, CCS may decline to provide further goods on credit.

Any account payments shall not extinguish any unpaid portion of the subject invoices, despite any notation on or accompanying payment such as "in full payment" or "in full satisfaction," or words of similar effect. CUSTOMER UNDERSTANDS THAT THIS PROVISION CONSTITUTES A WAIVER OF RIGHTS UNDER APPLICABLE LAW.

3. **FAILURE TO PAY:** If the Customer fails to pay CCS for products when due, then in addition to any other remedies available to CCS under this Agreement or allowed by law for that default, Customer will pay CCS an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and CCS's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs.

Failure by Customer to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or its property, CCS may, at its option, cause the entire unpaid balance to become immediately due and payable and CCS shall have the right to enter at any time without notice upon the premises where any of the materials procured by Customer from CCS are located and take possession, reclaim, and exercise any and all rights available at law or equity to CCS with respect to the materials or collection of debt. Customer hereby expressly waives any right to action that may accrue by reason of the entry for taking possession of or the selling of with respect thereto including service charges and reasonable attorneys' fees and court costs. Customer agrees to reimburse CCS for all costs and expenses, including attorneys' fees and court costs, which CCS may incur in connection with any federal or state insolvency proceeding commenced by or against Customer, including those seeking dismissal or conversion of the bankruptcy proceeding, or opposing confirmation of Customer's plan there under.

4. **ADDITIONAL SECURITY FOR PAYMENT:** Customer hereby agrees to execute such additional documents as CCS may require from time to time including a personal and/or business guarantee and UCC Financing Statements. As collateral securing Customer's obligations, Customer grants to supplier a continuing security interest in all of Customer's accounts and all goods provided by CCS to Customer (whether or not paid for by Customer).
5. **APPROVAL OF ORDERS:** All Customer purchase orders for Products under this Agreement are subject to acceptance by CCS including, if appropriate, approval by CCS Credit Department. Upon notice by CCS, Customer will furnish CCS such financial information as CCS may reasonably request for this approval. CCS may, in its sole discretion, cancel this Agreement at any time if Customer fails to meet credit requirements established by CCS.
6. **DELIVERY:** Delivery times shown on the quote are typical for the quoted equipment but may vary due to equipment availability and installation department workload. Relevant information regarding delivery and installation scheduling, if applicable, will be provided to you as soon as we receive it. CCS will not be responsible for delivery delays due to product availability or express shipping charges to expedite delivery.
7. **TRANSPORTATION COSTS:** Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. CCS will prepay these costs and invoice them to Customer.
8. **TITLE AND RISK OF LOSS:** Title and risk of loss of or damages to any Products will pass to Customer upon CCS's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Customer directly to the carrier or the insurance Customer.



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9. **TAXES:** The prices for Products indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Customer shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. CCS will invoice Customer for any of these taxes CCS is legally obligated to collect from Customer.
10. **INSTALLATION:** If applicable, installation will be performed during our normal working hours, 7:00 a.m. – 6:00 p.m., Monday through Friday (excluding holidays) unless otherwise noted on the quote. If installations are scheduled outside of normal business hours due to client's request, those hours will be billed at overtime rates. Installation schedules must be coordinated through our Installation Department. When delivery of all required equipment is confirmed, our Installation Department will contact you to work out a firm installation schedule. If an installation must be re-scheduled at your request, it will be moved to the next suitable opening in the Installation Department schedule. If upon arrival on the scheduled installation date CCS is prohibited from working in the rooms the Customer will be responsible for all costs associated with rescheduling.
11. **CHANGES/RETURNS:** Due to the custom nature of Audio and Video equipment, customer-requested changes or changes to design once equipment is on-hand or in transit, may result in re-stocking charges to the Customer. Re-stocking charges will be assessed at the rate of 20% of the original purchase price. Any changes to the agreed-upon scope of work defined in the quote must be authorized in writing and will result in additional charges. These charges will be accomplished via a change order that must be completed and signed by both parties before any equipment or labor is provided as a result of the change in scope of work.
12. **WARRANTY:** CCS makes no warranty regarding the equipment used in the system, and does not assume any manufacturer's warranties for such equipment. For installed systems CCS warranty covers removal, repair and replacement of equipment on a "return to factory" basis for a period of **ninety (90) days** for equipment covered under the manufacturer's warranty. After **ninety (90) days** CCS will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty.

Please note: CCS will assist the customer in obtaining cure under manufacturers' warranties for system equipment for a period of one (1) year from the date of Substantial Completion at no cost to the Owner. This will include providing invoices, warranty information and contacting the manufacturer on behalf of the customer to initiate warranty repairs or replacement.

CCS recommends the purchase of the optional **CCS Extended Labor Warranty and 1 Year Managed Service Agreement**. This agreement provides one (1) preventive maintenance call and extends the labor warranty for removal, repair and replacement of the equipment to one (1) year. Without acceptance of the **CCS Extended Labor Warranty & 1 Year Managed Service Agreement** any labor for removal and replacement of equipment covered under manufacturer warranty, non-warranty service calls, manufacturer's repair fees, shipping charges and bench time will be billed at the prevailing labor and travel rates.

CCS warrants the system or systems it designs, sells, and installs to be free of defects in our workmanship and installation materials (cables, connectors and hardware) for a period of one (1) year from the date of Substantial Completion. If during that time, the system fails to perform as specified due to defective workmanship or installation materials, CCS will correct the problem at no additional charge.

CCS is not responsible for the condition or functionality of the customer's existing equipment.

Definitions:

Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the Work for its intended use. This is the date that the customer begins utilizing the equipment.

Workmanship is our physical installation of the equipment and components so that they form a complete system.

Installation Materials are the cables, connectors, hardware and accessories utilized to assemble the equipment into a functioning system.

Equipment is the physical components such as audio, video and control system electronic components, microphones, cameras, projection screens, lecterns, racks and furniture that are provided with a separate manufacturer provided warranty.

Limitations: This warranty does not apply to any appearance items of the product or to any product the exterior of which has been damaged or defaced. This



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warranty does not cover failure due to system or product misuse, abnormal service or handling, removal of Customer's media or replacement, improper operation, system alterations or modifications from CCS's design or construction, or failure to maintain or use equipment in accordance with manufacturer recommendations. This warranty does not cover damage caused by fire, smoke, water, lightning, electrical surges or other damage caused by weather, natural disaster, or any outside forces. This warranty does not cover service calls that are the result of the mis-adjustment of the system or the connection of Owner's equipment to the system. This warranty does not include maintenance activities such as re-convergence of projection systems, re-programming of control systems or the replacement of projection lamps or other expendable items. CCS is not responsible for "image burn" as a result of prolonged periods of static images being displayed on certain devices.

The duties of CCS are limited to those expressly stated in this Agreement. CCS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ON THE SYSTEM OR ANY PARTS OR SERVICE RENDERED HEREUNDER. CCS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF BUSINESS OPPORTUNITIES OR LOST PROFITS, DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S DIFFICULTY WITH OR INABILITY TO USE THE SYSTEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT.

13. **WAIVER:** Either party's waiver of the other's default in its obligations under any terms or conditions of this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.
14. **BONDING:** If required CCS can provide performance bonding for work covered under this Agreement. Cost for such bonding will be added to the first progress invoice.

ENTIRE AGREEMENT: This Agreement and appendices to this Agreement supersedes, terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on attached schedules, quote summaries and/or change orders are by this reference incorporated in this Agreement.

Please sign below to indicate acceptance of these Terms and Conditions.
Signature will also indicate purchase approval.

Accepted By: _____
(By signing, the above confirms the authority to legally bind the Company/Organization named on page 1 of this application or agreement appended to these Terms and Conditions of CCS Presentation Systems.)

Print Name & Title: _____ Date: _____

FOB: Origin – Customer will be invoiced for all freight charges.

Delivery: Stock – 60 days - CCS is not responsible for delays in product delivery.

Payment Terms: Net 30 Days with approved credit for non-installation orders. For installation orders, a 50% deposit is required with approved credit.

Sales, Excise or other State and Federal Required Tax (where applicable): Will be added and remitted unless Tax Exempt Certificate accompanies purchase order.