



FIRE+SECURITY

AZ LIC# C-16:111021 / CR-67:103313 / CR-5:213027 / CR-80:295875 / R-16:166777 NV LIC# C-41:0081042

Gilbert, AZ

63 S Hamilton Pl
Gilbert, AZ 85233
Tel: 480-464-0509

Phoenix, AZ

7150 W Roosevelt St, B137
Phoenix, AZ 85043

Tucson, AZ

3851 N Oracle Rd
Tucson, AZ 85705
Tel: 520-888-0694

www.metrofireaz.com
Fax: 480-962-5372

Fire Alarm Proposal

Proposal Submitted to:

Cochise County
1415 Melody Lane Bldg C
Bisbee

Project Location:

Cochise County Jail
Bisbee

Attention: Nikolas Dominguez
Phone: 520-432-9732
Email: ndominguez@cochise.az.gov

Proposal #: QJB2024121-CCJ
Proposal Date: 12/1/2024
Please Remit to: veronica.vazquez@metrofireaz.com

Scope of Work:

FIRE ALARM INSTALLATION
Install one new fire alarm system in the Cochise County Jail - New wire and conduits will be run when existing is to small or the wiring is THHN.

Parts:	QTY	Total
Make/Safe Demo	✓	
Fire Alarm Control Panel	1	
Fire Alarm Annunciator	2	
Fire Alarm Power Supply	2	
Smoke Detector	164	
Heat Detector	45	
Pull Station	1	
Horn/Strobes	55	
Strobes	20	
Water/Flow and Tamper Connections	1	
Kitchen Hood Connections	1	
Free Aired Wire	✓	
Back Boxes, Tbars, Batteries	✓	
City Inspections	1	
Lifts 19'	2	
New Conduit System Not to Exceed - \$140,000.00		
Permits (Estimated):		\$ 3,000.00
Design:		\$ 9,500.00
Material:		\$ 255,880.00
Labor:		\$ 131,030.00
*Total		\$ 399,410.00

*Pricing includes all parts, material, labor

Payment Terms: Monthly Progress Payments, Net 30 Days

Fire Alarm Exclusions:

After hours labor, painting, replacing painted wire, patching, drywall repair, all 120vac dedicated power circuits, phone lines, supply/power/install of duct detectors, any items not listed.

METRO FIRE EQUIPMENT, INC.

Proposal #: QJB2024121-CCJ

HOLD HARMLESS: Customer assumes responsibility for and agrees to hold Metro Fire harmless from all actions, contract or other duty assumed by or the responsibility of Customer or any third party in connection with goods or services provided under this contract.

INSURANCE: Customer acknowledges and agrees that Metro Fire is not an insurer and that the Customer shall at its own expense provide for any and all fire-related insurance. Metro Fire shall not be responsible for any claims of the Customer or any third party for any loss or damage that is insured or is required to be insured, or is insurable by the Customer.

NOTICES: Any notice given pursuant to this contract shall be in writing to the other party and sent by certified mail, postage prepaid, return receipt requested to the appropriate party as outlined at the addresses set forth in this contract.

NOTICE OF CLAIM: Customer agrees to give Metro Fire prompt notice, confirmed in writing within fifteen days of discovery, of all actions, claims, losses, accidents, malfunctions, or damages arising out of the sale, installation, operation or failure of the goods or services. Any cause of action arising out of the goods or services provided, whether in contract, tort, or otherwise, must be filed within ninety days after the date of services as evidenced by Metro Fire's invoice.

SEVERABILITY: If any term, covenant, condition or provision of the contract, or the application thereof to any circumstances, shall, at any time or to any extent, be determined by a court or competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Contract, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW: All questions relating to the validity, interpretation or performance of this contract shall be determined in accordance with the laws of Arizona.

OWNERSHIP: CUSTOMER ACKNOWLEDGES THAT IT IS THE OWNER OR OWNER'S AGENT FOR ALL EQUIPMENT INSPECTED, SERVICED, OR MAINTAINED UNDER THIS CONTRACT AND THAT IT ASSUMES ALL RESPONSIBILITY TO ENSURE THAT ANY DEFICIENCIES OR IMPAIRMENTS SHALL BE REPAIRED, OR REPLACED OR REMOVED IN A TIMELY MANNER.

Billing Information

Name or Company: _____

Accounting Contact: _____

Address: _____

Phone: _____

City, State, Zip: _____

Email: _____

Proposal Acceptance

I hereby authorize Metro Fire to perform the service and/or maintenance of equipment as described in this proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. Metro Fire is authorized to do the work described above. Payment will be made as described above.

Presented By: Metro Fire Equipment, Inc.

Accepted By: _____

Name: John Baker

Name: _____

Title: Estimator

Title: _____

Date: _____

Date: _____

Notes:

General Terms, Qualifications & Exclusions

- Payment terms: Progress Payments
- A valid Arizona Form 5005 must be provided, or tax will apply
- Typical City plan review time is 30 business days
- Allow 20 business days from date of signed contract for Fire Sprinkler and Alarm Design
- All work is guaranteed, insured and performed by qualified personnel
- Quote is valid for 60 days due to material pricing surprise increases.
- Gross receipt sales taxes are not included
- After-hours labor is not included
- Performance and Payment Bonds are not included (can be provided at additional cost)
- Metro Fire Equipment, Inc. will require 2 weeks lead time prior to starting job

Additional Terms and Conditions

ACCEPTANCE: This agreement, when signed by the Customer and Metro Fire Equipment Inc. (hereinafter "Metro Fire") becomes a contract between the two parties. The Customer agrees to furnish and be responsible for access to a safe and habitable workspace for Metro Fire to perform its responsibilities.

ADDITIONAL EQUIPMENT: In the event additional equipment is installed after the date of this agreement, the annual inspection charge shall be negotiated in accordance with Metro Fire's prevailing rates. The quantity list may not be inclusive. Upon inspection, if the quantity list changes, then the price may be changed accordingly.

PRICE AND PAYMENT: Any failure to pay any amount when due and payable according to the terms of this agreement shall be deemed to be an event of default ("Event of Default"). Upon the occurrence of an Event of Default, the entire balance shall become due and payable, and the balance shall accrue interest at 2% per month, 24% per annum from date of invoice until paid. In the event it becomes necessary to employ an attorney or collection agency to collect any amount due, it is agreed by and between the parties that the Customer shall be liable for attorney's fees and/or collection costs, plus any court costs incurred. It is further agreed by and between parties hereto that that title to the property herein described shall remain in Metro Fire, until such time as the Customer has fully performed and paid all amounts due herein. It is further agreed that Metro Fire shall have the statutorily allotted time within which to perfect any materialmen or mechanic's lien it may deem necessary in order to protect its interests described herein. Upon breach of the contract by the Customer, Metro Fire has the right to retrieve the property and enter Customer's premises in order to effectuate its rights. CUSTOMER ACCEPTS RESPONSIBILITY FOR PAYMENT AND ANY LIABILITY ASSOCIATED THEREWITH, AND SUCH LIABILITY IS NOT ASSIGNABLE OR TRANSFERRABLE WITHOUT THE EXPRESS WRITTEN CONSENT FROM METRO FIRE.

WARRANTY: Metro Fire does not warranty any goods or equipment independent of any manufacturer's warranty. Metro Fire warrants that the services provided hereunder will be performed in accordance with the generally accepted industry standards and practices. There are no other warranties expressed or implied in the connection with the sales of goods or services under this contract. Metro Fire makes no other promises or implied warranties beyond these terms and makes no warranty of merchantability or fitness for a particular purpose, and any and all such warranties are expressly waived under this agreement

LIMITATION OF LIABILITY: Customer agrees that Metro Fire's liability whether in contract, in tort, under any warranty, in negligence or otherwise, and Customer's remedy or damages shall be limited to the return of the amount of the purchase price paid. NOTWITHSTANDING THE FOREGOING, METRO FIRE SHALL NOT BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE, OR EXPENSES HOWEVER ARISING, WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. CUSTOMER ACKNOWLEDGES THAT THE PRICE STATED FOR GOODS OR SERVICES PROVIDED, IS BASED UPON AND IN CONSIDERATION OF LIMITING METRO FIRE'S LIABILITY.

INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES: IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST METRO FIRE OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REASON RELATING TO METRO FIRE'S PERFORMANCE, DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS METRO FIRE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED WARRANTY, CONTRIBUTION OR INDEMNIFICATION OR STRICT OR PRODUCT LIABILITY ON THE PART OF METRO FIRE, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.