

# DUXBURY MA, TOWN OF - TOWN HALL

ANDREW LOREAU  
JANUARY 09, 2025

# CORPORATE OVERVIEW

## STORAGE SOLUTIONIST

Donnegan Systems was established in 1976 and is a storage solutions provider offering space planning and innovative storage solutions. We handle various industrial, distribution, manufacturing, office, public safety, agriculture, higher education, healthcare, and commercial projects in the New England and Eastern New York markets.

Donnegan Systems is a leader in providing value-added storage solutions to our customers by creating a successful partnership with them throughout the entirety of the project. We pledge to establish lasting relationships with our customers by exceeding their expectations and gaining their trust through exceptional performance by every member of the Donnegan Systems team.

## OUR MISSION

Dedication to providing quality products, technical and management services to our customers. We will strive to implement a long-term relationship with our clients based on safety, quality, timely service, and anticipating their needs. To help fulfill this mission, we will treat all employees fairly and involve them in the quality improvement process to insure responsiveness and cost-effective work execution.



## TESTIMONIAL

We are very pleased with the start-to-finish process that Donnegan had provided. The system operates exactly as promised and I am very pleased how everything went.

I want to give high praise to ALL the individuals who were here on site getting the system up and running. They were extremely courteous and showed up on time when they were expected. Communication was flawless with the crew when it came to giving status updates. In today's given workforce pool, Donnegan definitely has some great employees!

— *Production Manager*

The end result is a system that fulfills all of my requisites and perfectly fits all of our delicate inventory. To say I am thrilled with the end product is an understatement - I am over the moon with how great this experience has been.

Thank you all so much for your help and for providing such superior products and service!

— *Archivist*



# DUXBURY MA, TOWN OF - TOWN HALL

JOHN DOE

123 MAIN ROAD  
DUXBURY MA, 02332

Thank you very much for this opportunity and your business!

Date:	January 09, 2025
Proposal:	DONN-1234
Presented By:	Andrew Loreaux
Office:	800-222-6311 ext. 222
Cell:	339-832-0920
Fax:	508-393-3974
Website:	<a href="http://www.donnegan.com">www.donnegan.com</a>

**It is understood that the recommendations herein are intended for consideration only by your organization and that the detailed operating advantages are obtainable through the integrated utilization of Donnegan Systems, Inc.'s products and services. Under no circumstances should this information be supplied to anyone not authorized by Donnegan Systems, Inc.**

**Donnegan Systems, Inc.  
170 Bartlett Street  
Northborough MA, 01532**

*\* This proposal is valid for 14 days*



# SUMMARY

## **objective**

This is our objective.

## **solutions**

- Sol 1



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# 1

## EQUIPMENT SUMMARY

### **Room 1**

- Item 1
- Item 2
- Item 3

### **Room 2**

- Item 1



# 2

## INVESTMENT PROFILE

Section / Items	Price
<b>Product</b> <ul style="list-style-type: none"><li>Item 1</li></ul>	\$1,012.75
<b>Install</b> <ul style="list-style-type: none"><li>Install for project</li></ul>	\$5,250.00
<b>Freight</b> <ul style="list-style-type: none"><li>Freight Is Subject To Change</li></ul>	\$2,000.50
<b>Total Price</b> <i>*State Sales Tax, if applicable, is not included*</i>	<b>\$8,263.25</b>





# 3

## CUSTOMER ACCEPTANCE

### FINISH SELECTION & ORDER ENTRY PROCESS

#### **Finish Selection:**

End Panels:	_____	(if applicable, see appendix)
Shelving:	_____	(if applicable, see appendix)
Lockers:	_____	(if applicable, see appendix)
Floor Covering:	_____	(if applicable, see appendix)

#### **Order Entry Checklist**

Sign Off On Drawing:	_____
Sign Off On Proposal:	_____
Submittal Of Purchase Order:	_____
Submittal Of One-Half Deposit:	_____



# Acceptance

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**Donnegan Systems, Inc.** President Donnegan Systems

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**Donnegan Systems, Inc.** Andrew Loreaux

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**Duxbury MA, Town of - Town Hall** John Doe

## Notes:

- 1. Please circle or fill in the above selections at the time of order placement.*
- 2. Pricing is based on standard finish selections. All custom paint finishes (indicated by bold print or in the metallic family) have an up-charge.*
- 3. It is the customer's responsibility to see that the above checklist items have been addressed before the submittal of the purchase order.*

## Purchase Orders:

Purchase orders should be made out to the following:

Donnegan Systems, Inc.  
170 Bartlett Street  
Northborough, MA 01532  
Fax #: 508-393-3974

Please include finish selections, ship to address, contact name and phone number on your purchase order

## Installation and Support:

All installation work is performed by insured and factory-trained system installers, ensuring high quality workmanship and accountability. Donnegan Systems, Inc. will coordinate installation with your schedule. All labor is based on straight time labor during normal working hours (7 a.m. to 3:30 p.m.). If overtime is required, additional costs will be incurred.

## Terms and Conditions

Enclosed are the standard terms and conditions of Donnegan Systems, Inc. Please note that a non-refundable down payment of one-half of the contract amount is due within ten calendar days of contract award.

## Leasing Options:

Leasing options are now available. Leasing payment plans eliminate the need to fund the total purchase price, maintain your company's capital, and free up valuable bank credit lines. Please let us know if you want more information about this payment option.



# 4

## SCHEDULE OF VALUES

### Donnegan Systems, Inc.

Project Name	Duxbury MA, Town of - Town Hall	
Total Project Value:	<b>\$8,263.25</b>	<i>*Does not include State Sales Tax</i>
Item No.	Description of Work	Price
1.	½ Deposit for Material Release - Due at time of order	\$4,131.63
2.	2 <sup>nd</sup> Payment - Due on shipment of product from manufacturer	\$2,065.81
3.	3 <sup>rd</sup> Payment - Due upon completion of product installation	\$2,065.81
<b>Grand Total:</b>		<b>\$8,263.25</b>



# 5

## STANDARD TERMS AND CONDITIONS

The following are the standard terms and conditions of sale for Donnegan Systems, Inc., and will necessarily be made part of any contract resulting from this proposal.

### **FIELD VERIFICATION:**

In the event that Donnegan Systems cannot take field dimensions before placing the order with the manufacturer, the customer will incur additional costs if the as-built drawings differ from the original design drawings.

### **DELIVERY (Dock, Elevator and Dumpster):**

Donnegan Systems, Inc. will notify your designated contact person twenty-four (24) hours prior to delivery. Dock space and/or elevator availability will be arranged by you and made available at no cost to Donnegan Systems, Inc. A dumpster for removal of all shipping and packing materials will be provided at no charge to Donnegan Systems, Inc. the dumpster must be conveniently located and easily accessible at all times during the installation of the equipment.

### **STORAGE:**

If, for any reason, you are not ready to receive the materials and storage is required, storage and handling fees will be added to your invoice.

### **SPACE REQUIREMENTS:**

The space shall be ready for installation and free and clear of all obstructions. If it is not and there is a resulting delay, then the additional person-hours will be billed. The space shall be adequately lit. If additional lighting is required to perform the work safely, the additional cost will be invoiced. It is your responsibility to be certain the space is suitable for the installation of this equipment, i.e., adequate fire protection, clearances, and floor load capacity.

### **FIRE CODE:**

It is the customer's responsibility to verify that the shelving system height is verified on-site prior to placing the purchase order to ensure that proper clearance is maintained.

**FREIGHT:**

Due to volatility in freight charges, the shipping cost provided on this quote is an ESTIMATE only. Freight costs and the number of truckloads may change. The actual freight cost will be charged at the time of shipment OR on the final invoice. This estimate assumes the product ships in an enclosed van. The freight estimate does NOT include flatbed truck, special equipment, special skidding, or packaging unless the customer specifies at the time of the quote request. Additional charges such as detention fees, re-consignment, refusal/re-delivery, and other unforeseen carrier charges will be added to final freight billing. Shipping and delivery dates are approximate and are not a guarantee of shipment or delivery on any particular date. Time shall not be of the essence of the contract. Seller shall not be liable for delays in or failures of delivery due to strikes or labor troubles, supplier's delays, accidents, fire, flood, acts of God, action by a governmental authority, changes requested by Buyer, or other causes beyond its reasonable control. Suppose the shipment is delayed at the request of the Buyer. In that case, the Buyer shall make payment as though shipment had been made as specified and for any expenses incurred by Seller due to Buyer's request in delaying shipment; and the material shall be stored at the Buyer's risk and subject to reasonable storage charges.

**INSTALLATION:**

Installation is in addition to the price of the materials. Labor is planned as straight time unless otherwise noted. Overtime occurring not at Donnegan Systems, Inc.'s discretion will be added to your invoice.

**TAXES:**

All applicable sales taxes, as required by law, will be billed.

**PAYMENT:**

This system has been specially designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 50% of the contract amount is due with order, 25% upon shipment from the manufacturer, and the balance 30 days after acceptance. One and one-half (1 1/2) percent interest per month will be charged on any unpaid balance after thirty (30) days. A hold-back of reasonable value is allowed if the installation is not totally complete upon final invoicing without incurring interest charges.

**WARRANTY:**

The system is warranted against defects in materials in accordance with the given manufacturer's warranty.

**INSURANCE CERTIFICATES, PERMITS AND FEES**

We reserve the right to pass on any additional costs to obtain insurance certificates, building permits, or miscellaneous fees that have not been previously identified and/or specified in our proposal but are required to complete the project.

**CHANGE ORDERS AND OR CANCELLATION:**

If, for any reason, you cancel the order, any cancellation, restocking, and handling charges will be invoiced. Change orders requested after receiving your purchase order may also incur additional charges.



# 6

## CONDITIONS OF CONTRACT

1. It is agreed by the purchaser that this contract, when accepted by the seller, is not subject to cancellation or to any verbal agreement or condition not stipulated in writing on it, and that
2. Title to the goods described on the fact hereof shall not pass until the purchase price is paid in full. The purchaser hereby grants a security interest in said goods to secure payment and performance to the seller. It is mutually agreed that the billing of such goods is for convenience only; and does not carry the title with it, and that
3. In case of default of payment, or in case of removal of said goods or any part thereof without the consent of the seller, or in the event the purchaser shall mortgage or part with the possession of the said property, voluntarily or involuntarily, without the consent of the seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, a reasonable attorney's fee and cost shall be added to it, and that
4. In the event that the sale or use of the merchandise herein is subject to any Federal, State, Municipal, or other tax, now or hereafter enacted, the amount of any such tax shall be added to the purchase or rental price.
5. The seller shall not be liable for any delay in shipment or for failure to deliver the goods covered hereunder because of fire, strikes, war, or other emergencies, whether national or state, or due to controls, laws, or regulations issued by any Nation or State, or any political subdivision thereof, or other causes beyond its control. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, FUNCTIONING, OR CUSTOMER'S USE OF THE GOODS.
6. All claims for shortage must be made within five (5) days from receipt of goods.



7. Any Equipment sold hereunder is warranted to be in satisfactory operating condition when delivered. Should any part prove defective in material or workmanship during the warranty period, replacement of same will be made without charge. Buyer shall permit full and free access to perform these services when equipment is not portable; otherwise, Buyer shall return equipment for service at its expense. This warranty does not include replacing parts due to misuse, neglect, damage, burned-out motors, or fuses.

THE FOREGOING WARRANTY AND LIMITATIONS ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. To the extent any other written agreement between the parties specifically covering the sale of equipment goods is inconsistent, and such other written agreement shall take precedence over these standard conditions.
9. This contract is subject to our credit department approval. This quotation is made for immediate acceptance and is subject to change without notice. If based on specially printed forms, it presupposes your acceptance of overruns or underruns not exceeding 10% of the quantity ordered.
10. Deliveries are subject to delays from fires, strikes, and other causes beyond our control. We reserve the right to correct clerical errors.
11. This contract shall be construed in accordance with the Laws of the Commonwealth of Massachusetts.
12. Payment terms are 50% with the order, 25% upon shipment from the manufacturer, and the balance 30 days after acceptance.
13. Under any resulting contract, Donnegan Systems, Inc. will retain a security interest and retain all rights as a secured creditor under the Uniform Commercial Code until all checks have been cleared and payment in full has been received. In the event of default, the customer shall pay all collection expenses, including attorney fees

Accepted:

By: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

Title: \_\_\_\_\_



# 7

## PREVENTATIVE MAINTENANCE & SERVICE AGREEMENT

Donnegan Systems, Inc. stands behind its industry leading products with preventative maintenance and emergency services. These preventative maintenance and emergency services (PM/ES Agreement) assure that the equipment is in productive condition at all times thus eliminating nonproductive downtime, reducing maintenance costs, extending equipment life, and protecting the investment that the equipment was purchased for initially.

These preventative maintenance and emergency services are covered as a part of your PM/ES Agreement and will begin on completion of installation.

1. **A minimum of one to a maximum of two preventative maintenance sessions will be performed within [12] months.** This service is performed by direct employed, factory-certified, service and installation personnel and includes a multi-point equipment inspection, all lubrications and adjustments as necessary, and replacement of worn or unserviceable parts as recommended by the manufacturer. PM's may be performed during normal corrective repair visits.
2. **Unlimited emergency service calls** will be performed during Donnegan Systems' established business hours.
3. **Priority service** attention is provided to equipment covered by a PM/ES Agreement before service is rendered to other equipment that is not covered by such an agreement.
4. Equipment covered by a PM/ES Agreement will **have a higher trade in and/or resale value** than equipment that is not under proper maintenance.
5. **A 20% discount on parts** after the initial 5 year manufacturer's defect warranty.

To ensure Continued Service, please sign and return the enclosed agreement. Feel free to call (800) 222-6311 x229 should you have any questions regarding this PM/ES Agreement covering your Equipment.





## 7.1. SPACESAVER MOBILE 17 POINT INSPECTION

Under a Donnegan Systems PM/ES Agreement, Spacesaver modules receive comprehensive inspections, adjustments, and parts replacements as necessary during preventive maintenance calls.

1. Drive Chains – tension check, chain wear, squeaks and lubrication
2. Drive Shafts – shaft connections, drive pins.
3. Drive Sprockets – teeth wear, sprocket movement.
4. Safety Circuits – check waist, toe, floor, infrared and auto devices.
5. PC Boards – check for dust, heat damage.
6. Limit, Prelimit, Override, Indicator switches – confirm proper operation.
7. Wiring – confirm that wiring is contained and connections secure.
8. Carriage motor – confirm alignment, wear, gearbox operations.
9. Carriage Wheel flanges – wear, rubbing track.
10. Safety Devices – proper operation of aisle locks, anti-tips.
11. Range alignment – check for improper movement.
12. Ramp connection – confirm all connections.
13. Shim/Deck – check for movement
14. Reference Shelf – confirm proper operation.
15. End Frame – check end frame attachment and alignment.
16. Track – confirm track is unobstructed.
17. Inspection Report – review inspection with customer.



## 7.2. TERMS AND CONDITIONS OF AGREEMENT

Mechanical Service will be furnished to the customer by Donnegan Systems for the equipment listed during the established business hours of Donnegan Systems Monday through Friday excluding holidays. All prices quoted herein for Systems and Microfilm Equipment to be placed under agreement are based on the understanding that all equipment will be used during a standard 40 hour work week of one shift, excluding Saturday, Sunday and holidays. Where equipment is used on a two or three shift basis, the regular pricing of the agreement is to be increased 25% or 50% respectively to cover usage only.

The maintenance provided shall include preventative maintenance & corrective maintenance as set forth below. Parts will be offered with a 20% discount.

Preventative maintenance as required shall be performed during established business hours Monday through Friday. This service may be performed in connection with corrective maintenance. Preventative maintenance shall consist of lubrication, necessary adjustments and replacement of unserviceable parts.

Corrective maintenance shall consist of on call remedial maintenance.

Service requested by the customer during other than established business hours will be charged at the rates then in effect, including travel time and expense.

MAINTENANCE SERVICE AND PARTS REPLACEMENT DOES NOT COVER REPAIRS OR PARTS REQUIRED BECAUSE OF AN ACCIDENT, FIRE, WATER, ABUSE OR MISUSE, NOR DOES IT COVER CHANGES IN SETUP, NOR, IN THE CASE OF MICROFILM EQUIPMENT, DOES IT INCLUDE BURNED OUT MOTORS, LAMPS, MIRRORS, RUBBER SLEEVES, SPONGES, SCREENS AND EXPENDABLE PARTS.

The following repairs are not covered under the scope of this agreement:

1. Damage or intermittent failure caused by connection to incorrect power supply.
2. Damage caused by improper storage of materials within equipment.
3. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power surges, riots, war, or acts of God.
4. Any repairs attempted by the customer or other personnel not authorized by Donnegan Systems.

- 
5. Repairs to ancillary equipment supplied by others, or damage caused by such equipment.

MECHANICAL SERVICE is authorized by the customer to be rendered by Donnegan Systems to the equipment listed for the period above noted and from year to year thereafter unless this agreement is terminated by either party as herein provided. Either party, may terminate this agreement upon written notice to the other party, given not less than thirty (30) days immediately prior to any anniversary date hereof. Donnegan Systems, Inc., reserves the right to examine equipment prior to any renewal of this agreement; and in the event the machine(s) require overhauling or rebuilding, an estimate will be submitted for the customer's approval before the work is started.

IF THE EQUIPMENT LISTED IS NOT REPAIRABLE, MAXIMUM LIABILITY FOR DONNEGAN SYSTEMS, INC. HEREUNDER SHALL BE AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACUTALLY PAID BY THE CUSTOMER FOR SERVICES DURING THE APPLICABLE TERM OF THE AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS. DONNEGAN SYSTEMS, INC. SHALL NOT BE RESPONSIBLE FOR FAILURE TO RENDER SERVICE FOR ANY CAUSES BEYOND ITS CONTROL INCLUDING, WITHOUT LIMITATION, STRIKES AND LABOR DISPUTES.



## 7.3. SERVICE AGREEMENT PRICING

<b>Service Agreement for Duxbury MA, Town of - Town Hall</b>	<b>Quantity</b>	<b>Price</b>
Cost Per Carriage	20	\$500.00
<b>Total Price:</b> * State sales tax, if applicable, is not included		<b>\$10,000.00</b>

Misuse and / or abuse of the equipment is not covered under this contract. Any service calls performed that are a direct result of misuse and/or abuse will be charged at Donnegan's standard hourly rate of \$175/man hour and trip charge of \$350.

This Service Agreement includes labor only for one year and a 20% discount on parts (if not covered under the manufacturers 5 year warranty). Service will be provided by factory trained technicians. Donnegan Systems will provide a minimum of 1 PM per year and a maximum of 2 if required by system usage. To show acceptance please sign and return this form via mail, fax or email [srice@donnegan.com](mailto:srice@donnegan.com). If you have questions please contact Tom Mulvey at (800) 222-6311 x 229.

By: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

Title: \_\_\_\_\_



# 8

## APPENDIX