



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
WORKSHOP MEETING AGENDA

MEETING DATE: January 10, 2023
AGENDA ITEM SECTION: Discussion
AGENDA ITEM NO. : 2
AGENDA ITEM: Installation of Security Measures for Village Hall
ITEM BACKUP DOCUMENTATION: 1. Open Systems Metro proposal for equipment and services

1. Open Systems Metro proposal for equipment and services



Village of Dobbs Ferry
1 Stanley Avenue
Dobbs Ferry, NY 10522
Attn: DJ Brucciani

10/21/22

MQ22-1470

Open Systems Metro is pleased to provide you with the following proposal for equipment and services.

Bill of Materials: Village Hall Security Panel & Panic Switches

Ademco	1	8 Zone Plus & Control Panel
Ademco	2	Keypads
Ademco	1	Wireless Receiver
Powersonic	1	Battery
Ademco	6	Hold Up Switches
Ademco	2	Motion Detector

Scope Of Work:

Open System Metro will replace the existing Napco Security panel with Ademco Vista 20P Panel. We will re-use all the contacts & field wiring. The motion detectors will be replaced with new ones. Also we will install 6 wireless panic switches in the following locations: **Treasure Office 2, Building Dept 1, Board Room 2 & Court Office One1**. The new security panel will be tested when installation is completed.

Cost:

The total cost to provide the above equipment and labor is **\$4,836.00** (price excludes sales tax)

Add Alternate Court Room- If you want to replace existing panel & go wireless for court room, 1 door, 1 motion, 1 front window & 1 Panic. Price- Add **\$920.00**(price excludes sale tax) to price above.

Exclusions:

- Price does not include any Engineer Drawings, floor plans, electrical material, pipe, wire, filing, filing fees& applicable taxes.
- Price does not include any after hours, weekend or holiday labor hours.

Other Considerations and or Exclusions:

Any additional devices required by other than what is currently listed on the Equipment list, are outside the terms of the agreement. In the event that additional equipment or services are deemed necessary, Open Systems Metro will provide a quotation to the Customer for review and approval before proceeding further.

Terms:

- Net 30 days for all subsequent invoices.
- Progressive billing and payments shall apply in accordance with the Schedule of Values for equipment and labor workflow throughout project.
- Payment applications costs are due in full in accordance with schedule of values breakdown. Account must be current before additional equipment or labor will be provided.
- Retainage for system(s) equipment is not applicable.
- Equipment returns are not permitted without a return authorization. Any authorized returns must be within 30 days and in original factory packaging. Restocking fees may apply.
- Applicable state sales tax will be charged unless tax exemption certificate issued at the time of signed proposal or PO issuance.
- *Terms for first time customers shall be established upon the return of a customer information sheet.*

Sincerely,

Michael Taino

ACCEPTANCE

Approved by Authorized Representative:

Company:		Signature:	
PO #:		Print Name:	
Date:		Title:	

1. Payment Terms.

a. Payment terms are Net 30 days from invoice date. Late payments will bear interest at a rate of one and one half (1.5%) per month or the highest rate permitted by applicable law, whichever is greater, from the date payment is due, plus the costs of collection including without limitation, reasonable attorney's or agency's fees, court costs and other expenses incurred. Seller may suspend shipping material and equipment and/or installation and/or training if your account is more than thirty (30) days past due.

b. Notwithstanding the above, and in addition thereto, you shall be responsible for the payment of (a) charges (at Seller's then current labor and materials rates) for the performance of any Work authorized by you outside the scope of (1) the Work under this Agreement, (ii) Seller's obligations under this Agreement, (iii) the Limited Warranty, and (b) changes in the quantities of Equipment or materials; (c) payment and performance bond, if required, and (d) all taxes and government charges imposed

associated with the Work, including without limitation, licenses, permits, and code compliance.

c. 5% net 30 upon receipt of submittal submission (10% for Fire Alarm projects).

d. Net 30 days for subsequent invoices.

e. Progressive billing and payments shall apply in accordance with Schedule of Values.

f. Retainage for equipment is not applicable.

g. Terms for first time customer shall be established upon return of a completed customer information form.

2. Warranty and Disclaimer

Seller warrants that the service provided hereunder will be performed in accordance with generally accepted industry standards and practices by competent personnel. In the event that any services fail to comply with the foregoing standard within a one (1) year period from the date such services are completed, Seller will, at its option, provided it is promptly notified in writing upon the discovery of such failure, either re-perform such non-complying

services at no additional charge or refund to Customer all fees theretofore paid by Customer with respect to such non-complying services. The foregoing remedies are the exclusive remedies for any breach of Seller's services warranty.

Seller warrants that any products supplied in connection with its services shall be free from defects in workmanship or material for a period of one (1) year from the date of delivery (the "Warranty Period"). During the Warranty Period, provided the Seller is promptly notified in writing upon the discovery of workmanship or material and further provided that all costs of returning the defective products to Seller are prepaid by customer, Seller agrees to, at Seller's option, either repair or replace defective products, or refund customer's fees paid for such products. Seller's sole liability with respect to equipment, materials, parts or software furnished to Customer by third party suppliers shall be limited to the assignment by Seller to Customer of any such third party supplier's warranty; to the extent the same is

assignable. The foregoing remedies are the exclusive remedies for any breach of Seller's products warranty. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the products in a manner for which they were not designed, (v) causes external to the products such as, but not limited to power failure or electrical power surges or (vi) use of the products in combination with equipment or software not supplied by the Company. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. Insurance

Seller agrees to maintain the following insurance during the term of Agreement with limits not exceeding the stated amounts: (a)

Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 per general aggregate. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Contractor does not otherwise name parties as additional insured or agree to waive its rights to subrogation. Contractor does not provide copies of its policies, certified or otherwise nor does it provide endorsements

4. Programming and Software

Programs developed by OSM are the intellectual property of OSM and are not subject to distribution.

5. Force Majeure

A party will not be in breach of this contract or be liable to the other party if it fails to perform or delays performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, natural emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads,

legislation, regulation, order or other act of any government or governmental agency. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, liquidated, consequential, special or economic loss, cost liability, damage or expenses howsoever arising.

6. Limitation of Liability

To the extent permitted by law, the aggregate, liability of Seller to Customer, whether in contract, tort, (including negligence) or otherwise, will be limited to amount of payments received by Seller from Customer under the Agreement. The foregoing does not limit the liability of a Seller for any injury to, or death of a person, caused by the gross negligence or willful misconduct of Seller.

7. Federal Acquisition Regulations

The components, equipment and services, proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies, and practices which do not consider any special requirements of Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR part 15, such similar regulations. In stating its position, Seller refers to FAR Part 12—"Acquisition of Commercial Items."

Customer Initials _____