



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 09/11/19	Department: Finance
Meeting Date: 09/17/19	Department Head: Chris Meats
	Presenter: Chris Meats

Subject:

Review of an agreement with Long Building Technologies for a service agreement to provide support services for the City's S2 Netbox software,

Background/Alternatives:

To keep our technology infrastructure up to date and maintained, the City uses support contracts with vendors to ensure support, software upgrades and parts availability. The agreement for Long Technologies would be to provide upgrade services and support for the City's electronic door access S2 Netbox Software and hardware.

Attachments:

Contract and equipment schedule

Fiscal Impact:

\$4,479 for upgrades and \$3,093 for support from the IT Budget

Staff Impact:

N/A

Legal Review:

The Agreement has been reviewed and approved by Legal Counsel.

Suggested Motion:

I move to approve an agreement with Long Building Technologies to provide support services and upgrades to the S2 Netbox Software System.



LONG Building Technologies

Office: 3534 N Salt Creek Highway, Casper WY 82601

Main: 307-265-5997 | Website: www.LONG.com

Project:

City of Green River

Description: Software Support Renewal and Equipment Upgrade Proposal

Prepared by:

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Security Solutions Account Executive

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307-266-9820



To: Doug Garrick
dgarrick@cityofgreenriver.org

Date: 9/05/2019

Company: City of Green River

Regarding: Software Support Renewal and Equipment Upgrade Proposal

Executive Summary

LONG Building Technologies is a Colorado owned and operated company that has been in business since 1965. With over 50 years' experience working in the Colorado construction market, we are committed to our customers. LONG has grown into a regional company with offices in Alaska, Montana, Nevada, Oregon, Utah, and Washington. Every aspect of our business revolves around the LONG three C's – Customer, Co-worker, Company. It's our business philosophy that doing what is best for Customers and our Co-workers will result in the utmost success for the Company. After over 50 years, this still holds true.

Scope of Work

The City of Green River has requested pricing to renew their software support for their S2 door access system. In looking at the system the main controller has come to the end of life and needs to be upgraded to continue to add new hardware. This proposal will have Support option 1 for one year. Option 2 support for two years. Option 3 support for three years. Option 4 upgrade of controller for future growth. Option 4 will be required to be able to make any further changes to the equipment as the controller is no longer supported.



Scope Overview - Option 1:

- 1 – S2-SUSP 1 Year

Scope Overview - Option 2:

- 1 – S2-SUSP 2 Years

Scope Overview - Option 3:

- 1 – S2-SUSP 3 Years

Scope Overview - Option 4:

- 1 – S2-FWD-EXT64

Clarifications:

1. **RESPONSIBILITIES** - To permit LONG Building Technologies (LONG) to properly perform the services included in this agreement, customer agrees:
 - a. To provide reasonable and timely access to all covered equipment and systems.
 - b. To allow LONG to start and stop equipment, with proper notice and coordination, during our normal business hours, Monday through Friday 8:00AM to 5:00PM.
 - c. This quote is valid for 30 days from the date sent
 - d. Submittals for all equipment will be provided by LONG

2. **EXCLUSIONS** - It is understood that the following are not the responsibility of LONG under this Agreement:
 - a. Preventive Maintenance Service after our normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday.
 - b. Work will take place between 8:00 and 5:00 Monday through Friday. Work outside this schedule will require a change order
 - c. No painting, patching is included
 - d. No Conduit is included
 - e. No Cabling is included
 - f. Day to day operation of the equipment.
 - g. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
 - h. Damage caused by acts of vandalism, fire, flood, terrorism, or other natural disasters not listed, any item that has had the serial number defaced or removed.
 - i. The work shall not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify LONG in writing if any hazardous materials, including without limitation, asbestos, are present at the jobsite. Customer shall take adequate precautions to protect LONG, its employees, agents and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work.

TERMS AND CONDITIONS OF SALE – Keyless Entry, CCTV, Intrusion Detection Systems.

(1)OFFER AND ACCEPTANCE: LONG Building Technologies (LONG) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order, contract or execution of this offer by Buyer, or allowing LONG to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and LONG. Any additional or differing terms and conditions contained on Buyer's Purchase Order or contract (whether or not such terms materially alter this offer) are hereby rejected by LONG and shall not become part of the contract between buyer and LONG unless expressly consented to in writing by LONG. This offer is subject to acceptance within 30 days after date proposed and is based on all work being performed during regular working hours unless stated differently in the offer.

(2)PRICE POLICY: Quotations are subject to acceptance within fifteen (15) days from the date of quotation.

(3)TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET 45 days on RECEIPT of INVOICE. LONG reserves the right to add to any account outstanding more than Forty Five (45) Days a charge of one and one-half (1 1/2%) percent of the principal amount due at the end of each additional Forty Five day period.

(4)INVOICING: LONG reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.

(5)PERFORMANCE: LONG shall not be liable for delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the LONG Credit Department, strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of LONG, whether of the causes enumerated above or not, which shall prevent LONG from making deliveries or performing services in the usual course of business. In the event of the disapproval of the LONG Credit Department or the occurrence of any of the above, LONG may, at its sole option, cancel Buyer's Purchase Order or contract without any liability on the part of LONG. Alternatively, LONG may extend the time for its performance by a period equal to the duration of the cause underlying LONG's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

(6)TAXES: Prices quoted are exclusive of taxes unless specifically stated differently in the scope of work proposal. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which LONG shall be liable for either on its own behalf or on the behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices quoted and be paid by the Buyer.

(7)WARRANTY: LONG guarantees its Security control work and all materials of LONG's manufacturers against defects in workmanship and material and will repair or replace such products or components as LONG finds defective for one year. This warranty does not include the cost of overnight or emergency shipping or transportation involved in supplying replacements for defective components. On machinery and materials furnished, LONG will extend the same guarantee it receives from the manufacturer. THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

(8)PATENTS: If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, and LONG is notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, LONG will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, LONG, in lieu of all other liability except as above stated will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with noninfringing apparatus, or modify it so it becomes noninfringing, or remove said apparatus and refund the purchase price thereof, but LONG's liability shall in no case exceed the purchase price of said infringing apparatus.

(9)LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against LONG arising from LONG's performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL LONG'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY LONG FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL LONG BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, **except in the case where there is gross negligence then amount of damages shall be determined by the court.**

(10)DELIVERY: Execution and shipping dates are approximate only. No execution or shipping dates requested or specified by Buyer will be binding on LONG unless such request or specifications is specifically agreed to in writing by an officer of LONG. Shipment shall be F.O.B. factory freight allowed, with title passing to Buyer upon delivery to the carrier by LONG or the equipment manufacturer if applicable.

(11)CANCELLATION: LONG reserves the right to collect cancellation charges (including, but not limited to, all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order or contract).

(12)DISPUTES AND CHOICE OF LAWS: This contract shall be deemed to have entered into and shall be governed by the laws of the State of Wyoming.

(13)COSTS TO LONG: In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due to LONG from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse LONG for all such costs and expense (including, but not limited to, reasonable attorney's fees).

(14)ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of LONG's offer to sell, constitute the entire agreement between LONG and Buyer. No course of dealings or performances, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of LONG.

(15)ASSIGNMENT: Buyer shall not assign this contract or any interest therein without the prior written consent of LONG. Any actual or attempted assignment without LONG's consent shall entitle LONG, at its sole option, to cancel this contract and, in such event, LONG shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.