

Department of Police



TOWN OF WEST SENECA

MUNICIPAL BUILDING
1250 UNION ROAD
WEST SENECA, NEW YORK 14224



716-674-2280
FAX 716-674-1063
WEB SITE: WWW.WSPOLICE.COM



DANIEL M. DENZ
CHIEF OF POLICE

TO: Honorable Town Board
Town of West Seneca

ATTN.: Supervisor Meegan

FROM: Daniel M. Denz
Chief of Police

DATE: January 22, 2019


RE: Mandated Police Radio Equipment Upgrade

Dear Honorable Town Board:

I respectfully request your approval for the purchase of fiber optic connectivity equipment for the Police Radio system, in the amount of six thousand nine hundred twenty five dollars, (\$6,925.00). This upgrade has been mandated by Verizon in order to interface our radio repeater network with the installation of new Verizon proprietary equipment. The equipment mandated for the interface must be purchased from TC Communications, out of Irvine, California, which is a sole source provider for this particular project.

Although this is an unexpected, unfunded mandate, the purchase can be absorbed from the 2019 budget through line 01312000.50443 to cover the expenditure, and budgetary adjustments can be made throughout the remainder of the fiscal year.

Respectfully,


Daniel M. Denz
Chief of Police



Verizon
One Verizon Way, VC22W464
Basking Ridge, NJ 07920

September 29, 2017

*****AUTO**MIXED AADC 07099 T2 P1 PAL 1 00000454

WEST SENECA POLICE DEPT
1250 UNION RD
WEST SENECA, NY 14224-2988



RE: ACTION REQUIRED: DISCONTINUATION OF DSO SPECIAL ACCESS AND INTRA-LATA DSO PRIVATE LINE SERVICES IN AREAS OF DE, MA, MD, NJ, NY, PA, and VA

Dear Valued Customer,
Account Number: 716N731403812

Verizon is engaged in a multi-year program to upgrade select wire centers to all-fiber facilities. Currently underway are the 49 wire centers listed on Attachment 1. As part of this fiber initiative, we are taking steps to limit the number of circuits that continue to be provisioned over the existing copper plant. To that end, we will soon stop accepting new orders for certain private line DSO-level services that would originate and/or terminate in one of these 49 locations and will begin implementing plans to discontinue these services.

On or after **January 31, 2018**, and subject to governmental approval where required, we will stop accepting orders from new customers for Voice Grade, Digital Data and Wideband Special Access services as well as Intra-LATA Voice Grade and Digital DSO leased channels and services that originate and/or terminate in one of these offices. Service names are listed in Attachment 2.

Our records indicate that you subscribe to one or more of these services in these wire centers.

Customers such as yourself, who *already subscribe* to these services, may retain their service and conduct circuit moves, additions and changes for a limited period of time. However, on or after **July 17, 2018** and again, subject to regulatory approval, Verizon will stop accepting circuit-order requests from you, our *existing* customers as well; including requests for circuit-moves, circuit-adds and changes. In addition, no service term-commitments will be renewed or extended.

Modifications in service offerings for customers with existing contracts are subject to the terms of their contract or of the tariff.

As Verizon nears completion of the copper-to-fiber transition program in these offices, we intend to discontinue (disconnect) these services.

This letter is being sent to inform you of the pending service discontinuation and urge you to begin making arrangements to migrate your applications to an alternative service or carrier and avoid service disruption.

Service discontinuance is targeted to begin on or after December 31, 2018. The timing for when Verizon will disconnect your service(s) will depend on our schedule for completing the fiber-optic transition in your area. Verizon will provide you 90 days advance notice of the actual date for your service disconnection. We urge you to arrange for an alternative service to meet your needs before the disconnection date.

Please use this interim period to review the application(s) for which you are currently using an Attachment 2 service(s) and determine what other alternative service or carrier you may wish to migrate these applications to, prior to the disconnect of your current service.

We are happy to work with you to find alternative solutions. Verizon offers several services that may suit your needs, including:

- *Fiber-based voice services*
- *Fios Internet Service*
- *Switched Ethernet Service*
- *Private Internet Protocol Service*
- *DS1 Service*
- *Machine-to-Machine Services through Verizon or Verizon Partner Program*
- *LTE*

We value your business and look forward to helping you realize the benefits that our advanced offerings can unlock for you. Please contact your Verizon Account Manager, or call Customer Service at the toll-free number shown on your invoice for the grandfathered service to initiate this process.

Sincerely,

Verizon



17881 Cartwright Road - Irvine, CA 92614 - USA
 T: (949)852-1972 F: (949)852-1948
<http://www.tccomm.com>

QUOTATION

Number 9011812094NL1
Date Jan 18, 2019

This Quote Is Valid Until: 03/19/2019

Customer

WEST SENECA UNION POLICE Phone 716-674-2280 X136
 Michael Boehringer Fax
 1250 Union Road Project / Job
 West Seneca, NY 14224 RNTA Replacement

Your Account Manager

Nick Lee
 (949) 623-6886
nickl@tccomm.com

Ship Via	Terms	FOB	Availability
UPS - Ground (Unless Specified)	NET 30 - Upon Credit Approval	Origin - Frt/Ins PPD&ADD or Co	2 - 4 Weeks ARO (or Sooner Upon Request)

Line	Qty	Description	Unit Price	Ext. Price
1				
2		*** Equipment for Remote Sites - Standalone/Wallmount ***		
3				
4	2	TC8614S-00-41-04-12	\$2,410.00	\$4,820.00
5		Analog over T1/E1 Mux, Stand Alone (-10C to 50C), 4 Wire Analog over T1 (100 Ohm) / RJ48C, 4-Channel, 12V DC		
6	2	TC3PS-TB-25-01	\$65.00	\$130.00
7		12VDC output, Terminal Block, 2.5 Amp 115VAC North American type plug		
8				
9		*** Equipment for Remote Sites - 19" Rackmount, 1RU ***		
10				
11	1	TCRM195R-S-01	\$275.00	\$275.00
12		1U 19" Mux Pizza Box Chassis for RackMount Card (-10C to 50C), Chassis with Power, 115/240V AC - North American type Plug		
13	2	TC8614R-00-41-04-12	\$2,350.00	\$4,700.00
14		Analog over T1/E1 Mux, RackMount Card (-10C to 50C), 4 Wire Analog over T1 (100 Ohm) / RJ48C, 4-Channel, 12V DC		
15				
16		*** Special Program Offered by Verizon Replacing FDDA/RTNA Ckts ***		
17		*** For RTNA Ckt: 64RTNA6477NY, 64RTNA6647NY ***		
18				
19	4	VZ-DSC-RTNA-750	-\$750.00	-\$3,000.00
20		Verizon will provide \$750 subsidy per each TC8614 unit (\$950 for qty. 10+ on one PO) dependent upon DS0 removal and purchase of associated T1 or Ethernet service in accordance to Exhibit B and Appendix 1.		

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Line	Qty	Description	Unit Price	Ext. Price
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Ship via PPD & ADD UPS ground unless specify in your PO

Note: All "Rush" orders (orders shipped within 3 working days ARO) are non-cancellable, non-returnable and non-refundable. All sales are final. Rush orders will be shipped by UPS Overnight.

Warranty: 5 Years Factory Warranty
(See Terms & Conditions Attached For More Details)

Ordering Info: Authorized Signature & Quotation # Required on Purchase Order.

TC Communications' Terms & Conditions are attached

INSTRUCTION: Here is the quote you requested.

SubTotal \$6,925.00
Shipping+ Insurance

Total **\$6,925.00**

The Total Above Does Not Include Sales Tax (if applicable)

TERMS AND CONDITIONS OF SALES

1. T C Communications, Inc. (TCCI) shall not be bound by the terms of any purchase order other than the terms of sale herein.
2. Shipments are F.O.B. Irvine, California with carrier designated by TCCI unless otherwise agreed.
3. All applicable taxes are in addition to the prices quoted unless proof of exemption is provided.
4. Acceptance of this order is subject to the approval of the credit department of TCCI. TCCI reserves the right to cancel/refuse any order for payment deficiencies.
5. The assignment by purchaser of an order in whole or in part without the prior written consent of TCCI shall be void.
6. TCCI shall not be responsible for loss or damage to property of the purchaser in the custody of TCCI.
7. Quoted prices are valid for 30 days only.
8. If this purchase is for the manufacture/sale of TCCI product that will be modified beyond TCCI standard specifications, purchaser warrants to TCCI that it will indemnify and save harmless TCCI from any claims and/or judgments based upon any infringement of any patent rights claimed by anyone making such claim. The purchaser shall defend said action at his own expense and without charge to TCCI.
9. Orders for standard product may be cancelled prior to shipment by agreement between buyer and seller.
10. Any defective product in warranty (IW) must be returned to the seller prepaid by the buyer. TCCI will pay shipping charges for return product to buyer.
11. TCCI does not accept ownership for product returned out of warranty (OOW). TCCI shall inform buyer of all charges for repairs (prior to repair) and shall obtain verbal or written authorization to proceed with such repairs.
12. TCCI will not accept any returned products (IW or OOW) unless accompanied by an authorized Return Material Authorization (RMA).

PAYMENT

13. All payment shall be made in U.S. dollars.
14. Payment, unless otherwise previously arranged with TCCI, for this order shall be payment in advance (PIA) or certified check.
15. Checks which are unpaid for any reason shall be subject to a thirty (\$30) dollar processing fee. Late payment shall be subject to a (2%) interest charge on the total invoice price per month until paid in full.
16. All costs and expenses incurred by TCCI for collecting monies due (including but not limited to attorney's fees and collection agency fees) shall be paid by the purchaser.

WARRANTY POLICY

17. Defective product returned to TCCI (IW) will be repaired or replaced, free of charge, at the sole discretion of TCCI.
18. TCCI warranty does not cover damaged product resulting from buyer's misuse or abuse. Seller reserves the right to make final judgment regarding the nature of the defect.
19. TCCI warrants that the products delivered shall be free from defects in materials and workmanship when shipped from the factory. TCCI makes no other warranties of any kind, expressed or implied.
20. TCCI warranty period for products covered shall commence from the date of shipment from the factory and remain in effect for a period of five (5) years. (TCCI 5 year warranty policy was implemented January 1, 2002.)
21. TCCI shall not be held responsible for any warranty of any product deemed "outside of warranty".

RETURN MATERIAL AUTHORIZATION POLICY

22. Buyer agrees to abide by TCCI return material authorization (RMA) policy as follows:
23. Any defective product must be returned with a Return Material Authorization number, RMA, and can be obtained from the Customer Service department at TCCI prior to the return of the product.
24. Any product delivered to TCCI without the RMA number shown clearly on the outside of the packaging shall be refused and returned to the buyer at the buyer's own risk and expense.
25. A request for an RMA number must include the original invoice number, date of the original order, and a description of the defect.

Terms & Condition of Sales

26. TCCI will evaluate the defective product and assess the proper credit or applicable charges. In the case of charges to the buyer for repair, TCCI shall obtain buyer's authorization before repair work is started.
27. New unused TCCI product approved for return by TCCI shall be subject to a 15% restocking charge if returned within 30 days of shipment and 30% if returned within 90 days of shipment.

LIMITATION OF LIABILITY

28. TCCI shall not be liable for any compensatory, consequential, punitive or other damages as a result of normal or abnormal usage of the products.
29. In no event shall any liability apply to TCCI outside the realm of product specification.
30. TCCI shall not be responsible for delays or non-deliveries directly or indirectly resulting from or contributed to by foreign or domestic embargoes, seizure, fire, flood, explosion, strike, act of God, vandalism, insurrection, riot, war, or the adoption or enactment of any law, ordinances, regulation, or ruling or order or any other cause beyond the control of TCCI.
31. TCCI shall not be responsible for loss or damage in transit and any claims for such loss or damage shall be filed by the purchaser with the carrier.

JURISDICTION IN CALIFORNIA

32. This purchase and any contract arising out of the acceptance thereof shall be constructed in accordance with the laws of the state of California. For purpose of applying California law, this purchase and any agreement arising out of the acceptance thereof, shall be deemed to have been entered into and wholly performed in California, all disputes arising from or relating to this purchase, or any agreement arising from or relating to this purchase, or any agreement arising out of the acceptance thereof, shall be bound by the laws of the State of California, U.S.A.

Warranty & Return Policy

Damages by lightning or power surges are not covered under this warranty.

All products manufactured by TC Communications, Inc. come with a five-year (beginning 1-1-02) warranty*. TC Communications Inc. warrants to the Buyer that all goods sold will perform in accordance with the applicable data sheets, drawings or written specifications. It also warrants that, at the time of sale, the goods will be free from defects in material or workmanship. This warranty shall apply for a period of five years from the date of shipment, unless goods have been subject to misuse, neglect, altered or destroyed serial number labels, accidents (damages caused in whole or in part to accident, lightning, power surge, floods, fires, earthquakes, natural disasters, or Acts of God.), improper installation or maintenance, or alteration or repair by anyone other than Seller or its authorized representative.

Buyer should notify TC Communications, Inc. promptly in writing of any claim based upon warranty, and TC Communications, Inc., at its option, may first inspect such goods at the premises of the Buyer, or may give written authorization to Buyer to return the goods to TC Communications, Inc., transportation charges prepaid, for examination by TC Communications, Inc. Buyer shall bear the risk of loss until all goods authorized to be returned are delivered to TC Communications, Inc. TC Communications, Inc. shall not be liable for any inspection, packing, or labor costs in connection with the return of goods.

In the event that TC Communications, Inc. breaches its obligation of warranty, the sole and exclusive remedy of the Buyer is limited to replacement, repair or credit of the purchase price, at TC Communications, Inc.'s option.

To return a product, you must first obtain a Return Material Authorization (RMA) number and RMA form from the Customer Service Department. If the product's warranty has expired, you will need to provide a purchase order to authorize the repair. When returning a product for a suspected failure, please fill out RMA form provided with a description of the problem(s) and any results of diagnostic tests that have been conducted. The shipping expense to TC Communications, Inc. should be prepaid. The product should be properly packaged and insured. After the product is repaired, TC Communications, Inc. will ship the product back to the shipper at TC's cost to U.S. domestic destinations. (Foreign customers are responsible for all shipping costs, duties and taxes [both ways]. We will reject any packages with airway bill indicating TC Communications is responsible for Duties and Taxes. To avoid Customs Duties and Taxes, please include proper documents indicating the product(s) are returned for repair/retest).

**Applies to orders shipped January 1, 2002 and after.
For orders shipped prior to January 1, 2002, these are covered with a two-year warranty.*



TC Communications, Inc.
17881 Cartwright Rd. Irvine, CA 92614 U.S.A.
Tel: (949) 852-1972, Fax: (949) 852-1948
Web Site: www.tccomm.com
E-mail: info@tccomm.com