

RESOLUTION #15-106

RESOLUTION AUTHORIZING STATE CONTRACT FOR COMPUTER EQUIPMENT FOR THE NEW POLICE DEPARTMENT

WHEREAS, the City of Woodbury is in need of Computer Equipment for the New Woodbury Police Station, and the City of Woodbury wishes to purchase such items through New Jersey State Contracts in the total amount of \$44,587.59; and

WHEREAS, purchases through State contracts are exempt from the Local Public Contract Law Bidding Requirements; and

WHEREAS, it was determined that there existed the need for various HP computer server and storage, PC's and monitors to equip the New Woodbury Police Station, and

WHEREAS, it was determined that a purchase agreement with All Covered, 100 Dobbs Lane, Suite 208, Cherry Hill, NJ 08034, in the amount of \$44,587.59, was the agreement that best met the needs of the City with respect to the purchase of computer equipment, while still meeting the City's budgetary concerns; and

WHEREAS, the purchase agreement for this computer equipment is not subject to the mandatory bid requirements for municipalities in the State of New Jersey, as having been procured pursuant to State Contract (WSCA/NASPO) #70262, including all requirements contained therein under law; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purchase under a City Capital Ordinance;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Woodbury, that WILLIAM VOLK, Mayor and ROY A. DUFFIELD, City Clerk are hereby authorized to execute the purchase agreement with All Covered, for HP computer equipment in the total amount of \$44,587.59, as outlined above.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury held May 12, 2015.

CITY OF WOODBURY

By:



DAVID TROVATO
President of Council

ATTEST:


ROY A. DUFFIELD, City Clerk

All Covered

IT SERVICES FROM KONICA MINOLTA

COUNT ON KONICA MINOLTA

Procurement and Services Contract for: **City of Woodbury Police** New Building | Network Upgrade

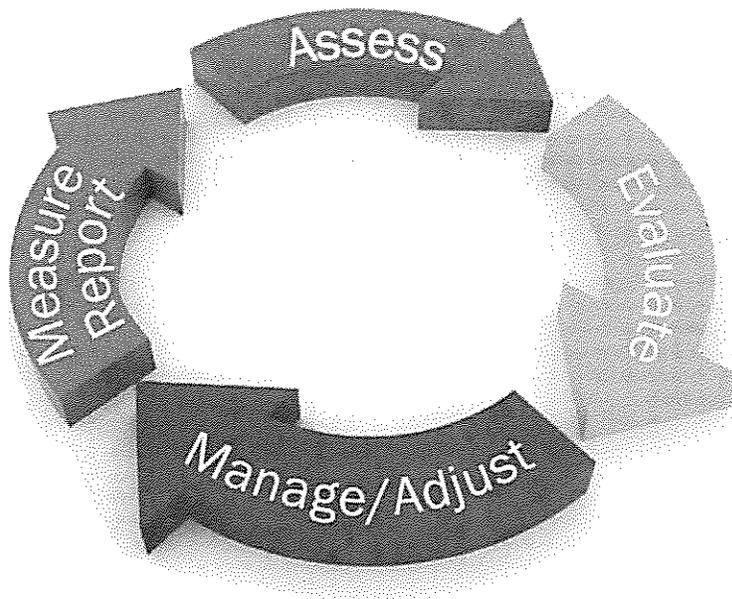


April 20, 2015 (revised)

Drafted by:
David Bove
Solutions Architect
100 Dobbs Lane, Suite 208
Cherry Hill, NJ 08034
800-242-7403 x179

Executive Summary

We greatly appreciate the opportunity to provide the City of Woodbury Police with this Server infrastructure proposal and recommendations and we look forward to the privilege of helping you successfully meet your IT, security objectives. The recommendations in this proposal are based on information that has been gathered during our onsite visits along with information captured using our ACC remote monitoring tools. We thank you for your confidence and continued support in knowing that you are partnering with one of the most prominent leading providers of IT and Security Services for local government and municipalities.



You can be assured that as an All Covered customer you will receive our close attention. Again, we thank you for the opportunity to present this proposal along with our recommendations and we look forward to participating in your efforts to address your IT, security and compliance objectives.

Sincerely,

Michele Ciuro
Account Manager, All Covered

HP Quote under WSCAII State Contract

Server & Storage:

- | | | |
|------|--|-------------|
| (01) | HP ProLiant DL380 Gen9 E5-2650 File Server Includes:
2x 10-Core Intel® Xeon® Processor E5-2650v3 2.3GHz
64GB Memory
8GB microSD Flash Media
HP Smart Array P440ar/2GB FBWC Controller
Redundant Power Supplies
ProLiant Integrated Lights-Out Package Advanced | \$ 7,111.21 |
| (01) | HP MSA 2040 SAS Dual Controller SFF Storage
(12) HP MSA 1.2TB 6g SAS 10K SFF Hard Drives
HP H221 Host Bus Adapter & HP External Mini SAS Cable
HP SmartNet Call-To-Repair Service 3 Year for MSA2000
<i>Usable Storage 13.2 TB [1.2 TB for Non-Arbitrator 12 TB for Arbitrator]
Additional storage may be added at a later time.</i> | 22,667.42 |

Panasonic Arbitrator 360° HD Storage Calculations

Per Car: Forward Camera, Prisoner Transport Camera, Body Camera
Assumed all video is using True High Definition.

Forward Camera	14.3 mb/s
Prisoner Transport Camera	8.2 mb/s
Body Camera	8.2 mb/s

Total ~Approx. video per minute: 25.75 mb/s

Baseline Total video hours: ~Approx. 2 per shift

NOTE: Storage requirements are based on Panasonic Arbitrator 360° HD video categorization [video retention rules] in order to conserve space. Please note storage requirements are NOT based on a two year video retention; currently employed by the City of Woodbury Police Department.

PC's & Monitors:

- | | | |
|------|---|-------------|
| (12) | HP ProDesk 400 G1 Tower Includes: @ \$639.00
Intel Core i5-4590 Processor (3.3 GHz)
4 GB Memory
500 GB SATA Hard Drive
DVD-RW Drive
Network Interface Card
Microsoft Windows Pro 7 64-bit (downgrade rights from Win 8.1 Pro) | \$ 7,668.00 |
| (22) | HP 23.6" V241 Monitor @ \$149.00 | 3,278.00 |
| (02) | HP ProBook 450 G2 Notebook Includes: @ \$809.00
Intel Core i5-5200 Processor (2.2 GHz)
15.6" LED
4 GB Memory
500 GB SATA Hard Drive
DVD-RW Drive
Network Interface Card
Microsoft Windows Pro 7 64-bit (downgrade rights from Win 8.1 Pro) | \$ 1,618.00 |

(02)	HP 3Year NBD Smartnet Onsite Service @ \$175.20	350.40
(08)	HP LaserJet Pro M401n Printer @ \$236.82 Up to 35 ppm, 1200 dpi, 50,000 pages per month, 250 sheet tray	\$ 1,894.56
Total HP Quote #10378465 dated 5/6/15		\$ 44,587.59

All Covered Quote for Additional Hardware/Software/Services

Firewalls & Switches:

(01)	FortiGate 100D with 1 year 8x5 Support	\$ 1,690.00
(16)	FortiAP-223B Indoor Wireless Access Point with 1 year Support @ \$388.00	6,208.00
(01)	FortiAP-222C Outdoor Wireless Access Point with 1 year Support	1,004.00
(02)	Cisco C2960S-48 Port POE Gigabit Switch w/1 Yr Smartnet @ \$3,865.00	7,730.00
(02)	Cisco C2960X-48 Port Gigabit Switch w/1 Yr Smartnet @ \$2,466.00	4,932.00

Software Licensing:

(03)	Microsoft Windows Server 2012 Standard @ \$684.00	\$ 2,052.00
(01)	Microsoft Windows Server2012 35 User CAL's	917.00
(01)	VSphere Essentials Kit – 3 host bundle with 1 Year Support	545.00
(01)	Veeam Backup Essentials Enterprise	1,452.00
(14)	Microsoft Office Home & Business @ \$205.00	2,870.00

Server Peripherals:

(01)	NetGear ReadyNAS 3220 (12-Bay) 24TB Rackmount	\$ 6,164.00
(02)	Smart UPS 1500VA RM 120V @ \$715.00	1,430.00
(01)	Avocent 1U 17inch LCD Console with Server Cable	1,252.00

Great Lakes Cabinet:

(01)	Great Lakes Server Cabinet GL720E-2436 Black 72.00" H, 24.00" W, 36.00" D, 300 lbs. Base Unit with 2 Pair Coated 19" Universal M6 Rails and Hardware Top Panel and Fan Assembly (2) Front & Rear Mount Adjustable Shelves 16 Position Power Strip with Circuit Breaker Set of 4 Heavy Duty Casters Includes: Installation & Shipping	\$ 2,240.00
(01)	AC 3-Year Warranty on HP Server	1,200.00
(01)	Shipping	1,210.00

Total All Covered Quote for Additional Hardware/Software **\$ 42,896.00**

All Covered Services:

(01)	Project Installation Services	\$ 36,336.00
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TOTAL PROJECT **\$ 123,819.59**

FortiUTM Services **\$50.00/month**
Includes Only: Monitoring, Firmware Updates, Configuration Changes

Hosted Email Services **\$490.00/month**

- Hosted Exchange Mailboxes, with 875GB of Pooled Storage: 35
- Hosted Exchange Archiving for 35 Mailboxes
- Hosted Exchange, ActiveSync Devices: 35

All prices are exclusive of any applicable sales or use taxes, and shipping costs.
See www.allcovered.com/terms for additional terms of service.
See www.allcovered.com/holidays for a list of public holidays for the purposes of this Schedule.

- \$10 monthly for each additional 25GB Hosted Exchange mailbox
- \$4 monthly for each additional Hosted Exchange archive user

TASK LIST

Pre Project Tasks

Project Planning, Procurement, Ensure equipment arrival, Initial project kick-off

Project Tasks

All Covered to Hot Stage hardware, update to latest firmware, apply patches, validate hardware is operational, and install operating systems for the following devices:

- HP P2040 MSA Storage Controller (SAN)
- ProLiant DL380G9: Build, Install Hypervisor (VMWare)
 - **VIRTUAL** Domain Controller - Microsoft 2012 R2 1vCPU 4 GB Memory
 - **VIRTUAL** File/Print/BEAST - Microsoft 2012 R2 1vCPU 8 GB Memory
 - **VIRTUAL** Arbitrator360 - Microsoft 2012 R2 4vCPU 16 GB Memory
 - **VIRTUAL** vCenter + Veeam - Microsoft 2012 R2 4vCPU 16 GB Memory

All Covered to configure (2) PoE Cisco Switches for all powered devices (security camera's, Fortinet wireless access points). Additionally (2) non-PoE switches will be configured for any non-powered devices.

All Covered will configure & build onsite Great Lakes Cabinet for all IT Equipment:

- (4) Heavy Duty Casters
- Removable Louvered Top Panel with Fan Assembly
- 16 Plug Power Strip w/Circuit Breaker
- Adjustable Heavy Duty Shelf
- Avocent KVM LCD Console
- APC UPS

All Covered will install a new Fortinet firewall to act as the departments default gateway; also configured for Remote Access (SSL | IPSec VPN).

All Covered will configure the Fortinet to serve as a wireless access controller for 16 indoor access points & 1 outdoor access point (for future camera uploading); SSID's to include WPD-WiFi [Local Network | not Broadcasted w/ Enterprise Authentication], WPD-Guest [Internet Only | EULA for access], wireless-doors [configured to specifications of wireless maglock door locks].

All Covered will connect NetGear ReadyNAS , VMWare ESXi Host, HP Advanced iLO, to Monitoring and local DNS.

All Covered will convert [physical-to-virtual] the existing ICOP server until completely migrated to a "to be determined" camera vendor.

All Covered will create a new Domain Controller and configure with Active Directory Services, FSMO Roles, DNS, DHCP.

All Covered will join & migrate File/Print/BEAST – [User Folder, Shares & Printers, Beast]

All Covered will build Camera server to the specification from decided upon vendor.

All Covered will configure VMware vCenter + Veeam Backup & Replication; [Document Backup Policy].

All Covered will Decommission previous hardware at old location.

All Covered will stage, configure and migrate 12 new desktops for users, also while configuring 8 Local Printers [Ethernet / USB] for each office.

All Covered will stage, configure and migrate 2 new laptops for evidence room and conference room.

All Covered will re-locate 7 existing workstation from the City of Woodbury Police [200 N Broad St, Woodbury, NJ 08096] to the new building, also configuring new Local Printers [Ethernet / USB] for each office.

Hosted Email Setup:

All Covered will obtain all required user accounts for a hosted email solution, create account and start migration.

All Covered will migrate via .pst migrations (outlook personal folders) into the hosted exchange offering. For all users All Covered will additionally configure any (non-Blackberry) mobile device for department email.

All Covered will turn new network over to the department with newly created documentation, diagrams of the infrastructure [server, network & wireless], including an updated Active Directory Group Security Policy and Backup Policy that can be provided to CJIS during accreditation.

Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. **Fees and Payment:** Client agrees to pay all fees specified in this Schedule. Invoices are payable upon receipt. Client shall be responsible for all applicable taxes arising from the services. All Covered may suspend service if Client has failed to pay any undisputed invoice within thirty (30) days of receipt. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.

Product Surcharge: All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then current hourly rate for contracted clients.

2. **Limited Warranty:** (a) All Covered warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. All Covered's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for All Covered to re-perform any deficient services, or, if All Covered is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. All Covered shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY ALL COVERED. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

3. **LIQUIDATED DAMAGES FOR HIRING OTHER PARTY'S EMPLOYEES:** During the term of each Schedule and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment.) Client and All Covered agree that any breach of the foregoing obligation would result in harm to the other party and that the amount of legal damages would be difficult to determine. Accordingly, Client and All Covered agree that for each such employee or ex-employee retained in breach of this Section 3, the party in breach shall pay to the non-breaching party the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages. Client and All Covered acknowledge and agree that such liquidated damages constitute a reasonable estimate of the damages that would accrue to the non-breaching party and do not constitute a penalty. This provision shall not apply to individuals responding to a general advertisement of employment.

4. **LIMITATION OF LIABILITY:** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

(B) IN NO EVENT SHALL THE AMOUNT EITHER PARTY MAY RECOVER UNDER THIS SCHEDULE EXCEED IN THE AGGREGATE (AND NOT PER OCCURRENCE) THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED HEREUNDER.

(C) THE LIMITATIONS SET FORTH IN THIS SECTION 4 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY.

5. **Confidential and Proprietary Information:** (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the applicable Schedule. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Disputes; Governing Law; Arbitration; Attorney's Fees: New York law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated by binding arbitration by the Judicial Arbitration and Mediation Services in New York, New York in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

9. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

10. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

11. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12. Notices: Any notice or communication required or permitted to be given under the Contract Documents shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

City of Woodbury Police

**All Covered, a division of Konica Minolta
Business Solutions U.S.A., Inc.**


Signature:

Signature:

William J. Volk Jr.
Print Name:

Print Name:

MAYOR
Title:

Title:

5-26-15
Date:

Date: