

RESOLUTION #15-29

**RESOLUTION APPOINTING COMPUTER CONSULTING SERVICES
FOR THE CITY OF WOODBURY POLICE DEPARTMENT**

WHEREAS, there exists a need for the appointment of a Computer Consultant for the City of Woodbury Police Department for the year 2015; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.

WHEREAS, this appointment and/or contract was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that **All Covered IT Services** be and is hereby appointed Computer Consultant for the City of Woodbury Police Department, commencing January 1, 2015 for a term of one (1) year terminating on December 31, 2015; and

BE IT FURTHER RESOLVED that a contract be entered into with the above appointee and such contract be awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids and is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

BE IT FURTHER RESOLVED that a notice of this resolution shall be published in the Gloucester County Times as required by law within ten (10) days of its passage.

ADOPTED at the annual meeting of the Mayor and City Council of the City of Woodbury held January 3, 2015.

ATTEST:



ROY A. DUFFIELD
Clerk



DAVID TROVATO
President of Council

All Covered 

IT SERVICES FROM KONICA MINOLTA

COUNT ON KONICA MINOLTA

City of Woodbury Police

2015 City Computer Consultant

All Covered Care
Customer Agreement

January 1, 2015 – December 31, 2015



KONICA MINOLTA

TERMS AND CONDITIONS OF SERVICE

1. Term and Termination: (a) The initial term of this Schedule of Services shall commence on the Effective Date and terminate twelve (12) months thereafter. This Schedule shall automatically renew for successive three (1) year terms.

(b) This Agreement shall remain in effect in accordance with the contract term and may only be terminated when either party gives thirty (30) days written notice prior to the expiration of the contract term. If notification is not received, the contract is considered automatically renewable for a one (1) year period under the current terms. In the event of termination by Client without cause prior to expiration of the Term, Client shall be liable to pay termination fees equal to the remaining balance on the full Term of the Agreement.

(c) Either party may terminate this Schedule for cause if the other party fails to cure a material breach of any obligation set forth therein within thirty (30) days after written notice of such breach. Termination is not an exclusive remedy and the exercise by either party of such remedy shall be without prejudice to any other available legal or equitable remedies. Sections 3(b) (Warranty Disclaimer), 4 (Liquidated Damages), 5 (Limitation of Liability), 6 (Confidential and Proprietary Information) and 7-13 (general terms) shall survive any expiration or termination of this Schedule.

2. Fees and Payment: (a) Client agrees to pay all fees specified in this Schedule. All Covered may invoice in advance for any recurring service. 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.

(b) All Covered reserves the right to adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by the client changes. All Covered anticipates that its costs for providing services will increase annually. Accordingly, All Covered reserves the right to increase its fees on the anniversary date of this Schedule. All Covered shall provide at least thirty (30) days prior notice of any fee increases. 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.

3. 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 3 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.

4. LIQUIDATED DAMAGES FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this 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 4, 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.

5. 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 ANY SCHEDULE EXCEED IN THE AGGREGATE (AND NOT PER OCCURRENCE) THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

(C) THE LIMITATIONS SET FORTH IN THIS SECTION 5 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 the Schedule shall continue in full force and effect.

12. 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.

13. Notices: Any notice or communication required or permitted to be given under this Schedule 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.

Implementation Fees and Payment Schedule

12 Month Pricing		
Qty.	All Covered Care Service: January 1, 2015 – December 31, 2015	Monthly Fee
1	<p><u>IT Security Services:</u></p> <ul style="list-style-type: none"> • Windows Server Monitoring • Standard Patch Management • AD Group Security Service • Client Web Portal <p><u>IT Administrative Services</u></p> <ul style="list-style-type: none"> • Remote Support Center • Application Support <p><i>Note: \$135.00 per hour for services outside of the scope of All Covered Care.</i></p>	\$ 685.00/month

System Requirements

The full and effective operation of All Covered's service delivery tools and processes depend on the following system requirements being met. Requirements that are not met may affect system stability and the ability for All Covered to resolve issues promptly.

- Client must have at least one server and no server can be used as end-user device. Servers must be from a major brand (e.g. Dell, HP, IBM), be under current manufacturer hardware warranty or manufacturer hardware maintenance contract and have at least 4GB of memory. Hardware Management Cards for Servers must be installed.
- A firewall from a major brand (e.g. Cisco, SonicWall) must be installed and must be under manufacturer warranty and/or have relevant support contracts. A static IP address is required for the firewall.
- PCs must be configured using a Microsoft Domain or Apple Network, and have at least 2GB of memory.
- The supported operating systems are as follows.
 - Servers
 - Microsoft Windows Server 2003 Service Pack 2 or later.
 - Microsoft Small Business Server 2003 and later.
 - Apple Server 10.5 and later.
 - SuSe Linux Enterprise 10 and 11, Red Hat Enterprise Linux 5 and 6, Ubuntu 8.04 and later, OpenSuSE 11, CentOS 5 and 6.
 - Computers
 - Microsoft Windows XP Service Pack 3 or later.
 - Apple Mac OS 10.5 or later.
 - SuSe Linux Enterprise 10 and 11, Red Hat Enterprise Linux 5 and 6, Ubuntu 8.04 and later, OpenSuSE 11, CentOS 5 and 6.
 - Mobile Devices
 - Apple iOS; Microsoft Windows Mobile; Android; Blackberry.
- Support will not be provided for any Operating Systems which are beyond the manufacturer's published End of Support date.
- Cabling must be Category 5 or higher and properly grounded and bonded electrical infrastructures and suitable power surge protection for all critical systems must be installed. UPS backup power must provide at least ten minutes of battery run time for all servers. Room temperature must be maintained for servers and network devices according to manufacturers' specifications.
- All the Customer's Servers and PCs must be covered under this Schedule of Services agreement unless specifically agreed to therein.

Customer Requirements

Client agrees to:

- Follow safe browsing and safe email procedures. No anti-virus solution is foolproof and the Client's systems are not guaranteed to be 100% virus free by using this service.
- Provide remote access to all supported devices to allow technical issues to be resolved.
- Notify All Covered via Service Ticket twenty four (24) hours or more prior to any significant proposed device changes to allow All Covered to review prior to any changes occurring.
- Own genuine user or device licenses for every operating system and application installed and to maintain records of all software media with CD-keys, serial numbers and unlock codes.
- Own valid maintenance contracts for all software and devices and to designate All Covered as an authorized agent of Client under those contracts.
- Maintain 3rd party software support contracts for all line-of-business applications to address end-user support, updates and upgrades, or to develop and maintain above expertise internally by Client staff.
- Designate internal personnel to act as "smart hands" to perform simple on-site tasks.
- Plan for the upgrade of any device, operating system or application that becomes or is scheduled to become end-of-life or end-of-support by its manufacturer; whether or not covered under this Schedule of Services.

All Covered Service Level Agreement

Only those contracted services referenced within this Service Level agreement are applicable. In the event we fail to meet the levels defined in this Service Level Agreement for a minimum of two (2) consecutive months, you must notify us in writing of any violations and allow us thirty (30) days from notification to cure the breach. If still unresolved, within thirty (30) days of our failure to cure, you may immediately terminate the Service giving rise to such breach without additional notification or incurring early termination fees.

1. Assessment of Key Network Elements: Key network elements will be identified and documented to the client during an initial onsite assessment no later than the first 45 days of contract signing.
2. Remote Support Center Coverage Service Level Agreement: The Remote Support Center tracks incoming incidents. An incident is defined as any single issue resolvable by the Remote Support Center based on severity level. An incident may require several contacts with the Remote Support Center for resolution.
 - (i) Remote Support Center support will utilize remote workstation access software that will use 128-bit encryption and secure connectivity.
 - (ii) Remote access and support is provided via high-speed internet connection. Client will provide high speed internet connectivity to their network.
 - (iii) Standard Remote Support Center support is available Monday – Friday, 8:00 a.m. – 5:00 p.m.
3. Response Time: Our Remote Support Center provides a resource for your users when they encounter an IT-related issue or question. Staff is available during normal business hours to log issues and support your personnel. All Covered agrees to respond to Customer within the following timeline for the following severity levels for issues received by phone and online service ticketing, for reported incidents and events, and application support. These commitments are subject to your providing us accurate and current contact information for your designated points of contact.
 - (i) Security and Network Operations Events: We classify all events as high, medium, or low level. We will identify or begin analysis of high level events within fifteen (15) minutes, medium level events within twenty four (24) hours, and low level events within forty eight (48) hours of occurrence.
 - (ii) Customer Initiated Requests: We will make commercially reasonable efforts to begin implementation of changes you request to your service or equipment within twenty-four (24) hours of receipt of the appropriate change control form, provided however that changes will generally be accomplished during business hours.
4. Service Availability Agreement. Our commitment is to have the Services available 99% of the time and as set forth below. Service unavailability will not include availability exceptions caused by the following:
 - (i) Scheduled Maintenance
 - (ii) Fiber cuts or other such issues related to telephone company circuits or local ISP outside of our control
 - (iii) Client applications, equipment, or facilities
 - (iv) Acts or omissions by client, or any use or user of the service authorized by you
 - (v) Reasons of Force Majeure as defined in the contract
 - (vi) Any act or omission on the part of any third party, not reasonably within our control
 - (vii) Broadband connectivity (due to the nature of standard response times with providers)
5. Maintenance: We implement a set of standard service windows used as part of our ongoing maintenance requirements. We reserve the following weekly service windows during which you may experience periodic service outages:
 - (i) Tuesday and Thursday (12 AM – 2 AM EST)
 - (ii) Saturday (12 AM – 5 AM EST)In the event we must perform maintenance during a time other than the service windows provided above, we will provide notification prior to performing the maintenance.
6. Covered Services: This SLA applies only to the following Services:
 - (iii) All Covered ARP
 - (iv) All Covered ARP Gold
 - (v) All Covered Enhanced Services:
 - a. Monthly IVM-RAM Service
 - b. Monthly Laptop Encryption Service
 - c. Monthly FortiUTM Service

7. Remote Monitoring Service performed 24/7 on all File Servers: Alerts will be investigated and addressed between the hours of 8:00 a.m. and 5:00 p.m. weekly (Monday through Friday), excluding public holidays.

- Unscheduled downtime is defined as server outages not under the control of All Covered that require intervention by the software vendor to repair or re-enable the central server.
- Scheduled downtime is defined as server outages under the control of All Covered that are necessary for normal maintenance and upgrades. Short scheduled outages of up to 1 hour may occur outside of the normal monitoring hours of 8:00 a.m. – 6:00 p.m. Monday – Friday with no notice to monitored customers. Outages of 1 hour or more are necessary for server patching and upgrades on an infrequent basis.
 - Patch releases are based on our vendor's schedule and may occur for feature upgrades and/or patches.
- Internal server data collection will not be affected by any outage shorter than 72 hours. Internal data collection includes local server metrics for CPU, disk and process monitoring. External server data collection may be affected by an outage and display on reports as windows of no data. External services include monitoring of Internet facing services such as Outlook Web Access and Terminal Servers.

8. Standard Patch Management: Periodic security patch updates will be performed no less than every month. All Covered reserves the right to hold any specific patch that may be considered harmful to the client's environment. Held patches may be held up to 90 days for testing and validation purposes. All Covered has the right to perform patch management processes more frequently than once a month in the event of critical patch availability. In the event that a deployed patch causes an unforeseen issue within the client infrastructure, the patch will be rolled back in a timely manner upon discovery. Standard Patch Management includes installing and managing patches related to the following products:

- Supported Microsoft Software including:
 - OS
 - Office
 - Exchange
 - .NET
 - Internet Explorer
- Miscellaneous Applications
 - Adobe Reader
 - Adobe Flash
 - Mozilla Firefox
 - Oracle Java

9. Virus and Malware Removal Management:

- All Covered will respond to a virus or malware outbreak on a best effort basis.
- All Covered includes up to four hours per outbreak for the removal of virus or malware infections.
- All Covered will bill separately at a rate of \$150 per hour, for all additional hours that exceed the included four hours.

10. Application Support:

- All Covered will respond to basic operating and general business application software questions from end-users on a best effort basis.
- All Covered will assist with the deployment of prescheduled vendor supplied updates and patches to existing releases of software that require less than eight hours to deploy.
- All Covered will bill separately at then current billing rate, for all additional hours that exceed the included eight hours.
- Client may be required to provide to All Covered all update information from the application software provider.
- New version releases that require redeployment of software and new software installation will be billable at then current billing rate.

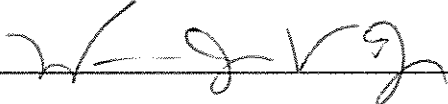
By executing this Agreement, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

City of Woodbury Police

Name: William J. Vouk

Title: Mayor

Date: 1/12/15

Signature: 

All Covered

Name: Anthony Calabrese

Title: Managing Director

Date: January 8, 2015

Signature: 