

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2013-140

Council Meeting Date: 04-01-2013

Date Adopted: 04-01-2013

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND GOLD TYPE BUSINESS MACHINES, MORRIS COUNTY CONTRACT NO 41

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between Gold Type Business Machines and the Borough of New Providence, for Info-Cop E-Ticket software, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 1st day of April, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 1st day of April, 2013.

Wendi B. Barry, Borough Clerk



Police Department New Providence, New Jersey



Anthony D. Buccelli, Jr.
Chief of Police
FBI NA Session 194

Wayne Maurer
Captain Patrol Commander

Scott F. Torre
Deputy Chief
FBI NA Session 213

Theresa Gazaway
Administrative Lieutenant

To: Mayor and Council
CFO Ken DeRoberts
Borough Administrator Doug Marvin
Borough Clerk Wendi Barry

From: Chief Anthony Buccelli Jr. 

Subject: Electronic Ticket System Purchase Request

Date: March 26, 2013

I respectfully request a resolution to enter into five year contract term with Gold Type Business Machines (Info-Cop) for the Info-Cop E-Ticket software. The system enables officers in the field to electronically issue motor vehicle summons through the use of Info Cop equipment. Tickets are automatically uploaded to the New Jersey's Administrative Office of the Courts system. E-Ticket decreases errors and increases efficiency. Additional benefits include being able to issue a citation in less than 30 seconds, eliminating data entry errors, easy to read summonses and it enables the officers to return to service faster. The E-Ticket System does away with three-ply ticket books that do not have to be ordered and tracked manually.

We recently had (1) free demo system installed in one of our patrol cars and have experienced positive feedback, simplifying the officer's job, as well as eliminating unnecessary data entry for the courts. The NJ State Police, as well as many other police agencies are utilizing the e-ticketing system.

Attached is a pricing guide for the equipment. I met with CFO DeRoberts and Administrator Marvin regarding the purchase and contract. Last year, we set aside funds in our capital account to make this purchase. We will pay an up-front cost of \$10,000, and pay 28 cents of the fine proceeds to InfoCop per ticket.

We explored purchasing the equipment outright, but have concluded that paying per ticket affords us the best service for the buck. The purchase will be made through the Morris County Co-Op. I've attached a pricing matrix for your review.

Respectfully Requested,
Chief Anthony Buccelli, Jr.

Exhibit B

Contract Term (1 to 5 Years): 5
Committed Tickets: 2,500

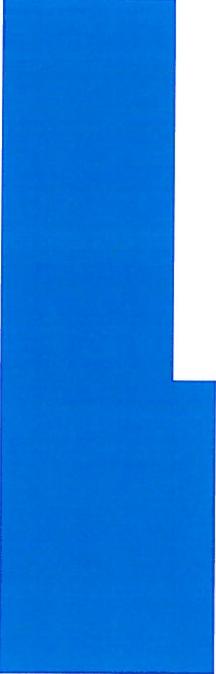
Select Components:

Component	Quantity	Per Ticket Fee First	GTBM 25% Discount	Per Ticket Fee First	Extended Contract Discount	Contractual Fees Based on Term Per Ticket First	Per Ticket Above
E-Ticket Concurrent Software Licenses	5	\$0.40	\$0.10	\$0.30	\$0.02	\$0.28	\$0.25
E-Ticket Devices	5	0.00	0.00	0.00	0.00	0.00	0.00
Info-Cop Software Licenses	5	0.00	0.00	0.00	0.00	0.00	0.00
Handhelds Android /Footpatrol*	0	0.00	0.00	0.00	0.00	0.00	0.00
Zebra Printer Standalone	0	0.00	0.00	0.00	0.00	0.00	0.00
LPR 3 Camera System	0	0.00	0.00	0.00	0.00	0.00	0.00
LPR 10 Day Rentals	0	0.00	0.00	0.00	0.00	0.00	0.00
Scanners	0	0.00	0.00	0.00	0.00	0.00	0.00
other	\$0	0.00	0.00	0.00	0.00	0.00	0.00
Patrol Cars**	5	0.00	0.00	0.00	0.00	0.00	0.00

Pre-Paid Equipment

\$10,000

Pre-Paid Tickets Estimated # of months covered 0



NOTES:

- **Fully Equipped Car Includes
 - 1 - e-ticketing Printer
 - 1 - e-ticketing Printer Car Mount
 - 1 - e-Ticketing Software
 - 1 - onsite installation software & equipment
 - 1 - Training onsite
 - 1 - e-Ticketing Paper
 - 1 - 365 days support with hardware swap
- *Foot Patrol/Handheld includes
 - 1 - e-ticketing Printer
 - 1 - e-Ticketing Handheld Device
 - 1 - e-Ticketing Software
 - 1 - onsite installation software & equipment
 - 1 - Training onsite
 - 1 - e-Ticketing Paper
 - 1 - 365 days support with hardware swap

Optional	Purchase price option one time ***	Estimated cost over 5 years not including paper or hardware support
Purchase price option one time ***	\$12,553	\$30,951.40
Second year support software only ***	\$3,660	

*** Purchase Price Customer is responsible for all hardware support related issues. Support is only for E-Ticketing software.

Estimated Hardware support over 5 years not including car swap out \$11,925.70



END USER LICENSE AGREEMENT

between

New Providence Police Department

and

GTBM INC.

This Agreement (“Agreement”) is made this ____ day of _____, 201 , by and between GTBM Inc. and New Providence Police Department.

1. License. GTBM Inc. (“GTBM”) hereby grants to New Providence Police Department (the “End User”), and the End User hereby accepts, subject to the terms and conditions set forth in this Agreement, one (1) non-transferable, non-exclusive license to use, in object code format only, the Info-Cop™ E-Ticketing Software (the “Software”) subject to the terms and conditions of this Agreement. The End-User(s) acknowledge(s) that it has no rights in the Software, except as specifically provided in this Agreement.

2. Uses Not Permitted. The End User’s use of the Software is subject to each of the following restrictions and limitations. The End User agrees that it shall not:

- Transfer the Software electronically from one central processing unit (“CPU”) to another.
- Modify, adapt, translate or create derivative works.
- Make copies of the Software except as provided in Section 3, BACKUP COPIES, of this Agreement.
- Remove or modify any software markings or notices of proprietary rights.
- Grant sub-licenses, leases or other rights to the Software.
- Distribute in any fashion the End User’s copy of the Software.
- Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.



2.1 Confidentiality.

- a) The Agency acknowledges that the Software constitutes trade secrets and Confidential Information of GTBM.
- b) The Agency agrees not to sell, assign or distribute the Software or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the Software only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Agency
- c) GTBM retains the right to seek copyright protection for the Software or any copyrightable material. The Agency or Agency's End-User(s) shall not remove any copyright or proprietary rights notice included in any materials furnished to the Agency in connection with this Agreement.

3. Backup Copies. The End User may make back-up copies strictly for its internal use. All such copies shall be subject to all of the terms and conditions of this Agreement. The End User shall maintain a written record at all times of the location of all back-up copies.

4. Hardware and Setup. GTBM, at no cost to Agency, will provide one (1) E-Ticket printer (the "Hardware") and a supply of ticket paper to End User, in addition to the labor to install and test Info-Cop™ E-Ticketing in one (1) designated vehicle. Agency will be responsible to provide an activated, wireless modem connection to the Internet and a mobile data terminal sufficient to run the E-Ticketing software for the vehicle at Agency's sole expense.

5. Termination. GTBM, Inc may terminate all licenses granted hereunder in the event of the failure by the End User to comply with any term or condition of this Agreement or the Maintenance and Support Agreement. Termination shall be effective on written notice by GTBM to the End User. Upon termination, the End User shall destroy all copies of the Software then in its possession or under its control and certify such destruction within five (5) days following receipt of GTBM's termination notice. GTBM will uninstall all E-Ticket printers within ten (10) days of termination.

6. Warranties.

- (a) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors and further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error called to its attention in writing not later than six (6) months after installation of the Software.



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- (b) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE. GTBM'S WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE END USER MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF END USER'S OBLIGATIONS HEREUNDER; OR (III) THE END USER FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.
- (c) GTBM or its licensors shall defend any claim or proceeding brought against the End User to the extent that it is based on an assertion that the End User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End User against all costs, damages and expenses finally awarded against the End User which are attributable to such claim, provided that the End User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use by the End User is enjoined, GTBM or its licensors shall, at its election: (i) procure for the End User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End User the fee paid under this Agreement, less an allowance for use of the



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Software by the End User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment. The foregoing states GTBM's and its licensors entire liability, and the End User's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

- (d) THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GTBM's EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, GTBM's RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE.

7. Support Services. Support services will be provided, at GTBM's sole cost for the duration of the pilot, from Monday through Sunday, excluding holidays, between the hours of 9:00 am and 5:00 pm with a four (4) hour response time. Support services after the end of the pilot will be billed at the rate of \$125.00 per hour. In the event that End User executes an E-Ticket Agreement with GTBM, the Agreement will include this one (1) Software license and related hardware to be charged at regular rates per the specific terms and conditions of that final E-Ticket Agreement.

8. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. End User may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any



remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. End User acknowledges and agrees that, due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

By: _____
Name: _____
Title: _____
Address: _____

END USER

By: _____
Name: _____
Title: _____
Address: NEW PROVIDENCE
 360 ECKWOOD AVE.
 NEW PROVIDENCE, NJ 07174