



**MAYFIELD VILLAGE ADMINISTRATION
6622 WILSON MILLS ROAD
MAYFIELD VILLAGE, OHIO 44143**

MEMO

To: Mayor Bodnar and Council

From: Jeff Thomas

Date: February 28, 2020

Re: Firewall Refresh

The Firewall controls what type of traffic we allow on our network and protects against intrusions. Our current Firewall was purchased in 2014 and will hit its End of Life in August this year. I would like to replace the existing Firewall with a newer model that will also provide us with advanced protection against ransomware, zero-day threats, and evolving malware, by including the APT (Advanced Persistent Threat) Blocker software. This will give us the ability to determine if a file is malicious and allow us to determine a files threat level, without compromising our network.

The total cost of the project is \$7,550.00 which includes \$2,400.00 in service costs to review our current Firewall and configure the new Firewall/security settings, deploying the new one, and testing/verifying in our environment. I am asking Council to approve an expenditure not to exceed \$8,000.00 to All Covered/Konica Minolta for the replacement Firewall with 3 years of basic security and the WatchGuard APT Blocker.



City of Mayfield Village

Statement of Work Firewall Refresh

Tuesday, February 18, 2020

Proposal Ref: 11450049

Prepared by:
Deb Kelcha, Account Manager
Clay Zahrobsky, Solutions Architect

All Covered

Pricing is valid for 15 days from date of this document
Confidential. Not to be distributed to third parties

Overview

The purpose of this Statement of Work is to outline the path that will enable All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc., to commence and deliver a professional services engagement for City of Mayfield Village ("Client").

This Statement of Work is based on the initial scope of work but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the Client project once the Statement of Work has been approved.

Background

The client requested ATP to be added to the current firewall. The current firewall will be End of Life in August of 2020. This proposal will replace the existing firewall with a new device and add the capability of ATP.

Assumptions

Standard project deployment assumptions:

- The Project will include, but not be limited to the following:
 - Definition of project/estimated costs
 - Project prerequisites, should they apply
 - Project implementation
 - Project management/documentation
 - Procurement of required materials
- During the procurement process, All Covered can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this Statement of Work is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.
- Client understands that service interruptions may occur throughout the course of the project. All Covered will make reasonable efforts to forewarn personnel so they may prepare.
- Access to the physical space, server and services will be made available during normal business hours.
- Access to all employees and their equipment affected by the project will be made available during normal business hours.
- After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.
- All Covered is not responsible for the following:
 - Removing boxes or shipping materials
 - Disposing of or transporting IT equipment
- Any items not specifically addressed by this Statement of Work will be addressed by a mutually agreed change order.

Assumptions specific to this project:

Project Deliverables

The desired goals of this project are:

- Procurement of items listed within Cost estimate section enabling successful completion of scope provided by this Statement of Work.

Pre-Project Tasks

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

Project Tasks

Review and backup current firewall configuration
Deploy and configure new firewall
Deploy and configure basic security feature set including ATP
Cut-Over
Test and Verify

Post Project Support
Project Management

Cost Breakdown	Price
Project Services	\$2,400
Estimated Hours to Complete: 15 Estimated Business Hours: 13 Estimated After Hours: 2 Business Hours Hourly Rate: \$150 After Hours Hourly Rate: \$225	
Hardware / Software	\$5,150
See Appendix A for Hardware / Software quotes	
Total Project Cost	\$7,550

All prices are exclusive of any applicable sales or use taxes, and shipping costs.

Any fee estimates provided for work to be billed on an hourly or daily basis are for informational purposes only. Client agrees to pay for the actual services provided by All Covered at the rates specified in each Statement of Work.

Financing Options		
36 Months: \$259	48 Months: \$204	60 Months: \$171

This is an estimated monthly payment for financing project services and all related hardware/software. Not all customers will qualify and in some cases projects with greater than 50% labor or hardware/software may not qualify for full financing. Please contact your sales representative for additional information.

TERMS AND CONDITIONS OF SERVICE

1. Fees and Payment: Client agrees to pay all fees specified in this Statement of Work. Payment terms are net 30 days from date of invoice. All Covered may invoice in advance for any recurring service. 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 fifteen (15) days of the due date. Undisputed invoices not paid by the due date may 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, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY ALL COVERED HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Statement of Work, and for twelve (12) months thereafter, if either party hires (whether as an employee, independent contractor or otherwise) any employee of the other party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

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) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ALL COVERED'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS STATEMENT OF WORK, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED FOR THE SERVICES IN QUESTION.

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 Statement of Work, 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 Statement of Work. (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 Statement of Work 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; provided, however, that All Covered may retain qualified third-party subcontractors to provide some of the services set forth in the Statement of Work without Client's prior consent. 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 Jersey law, without regard to its conflict of laws principles, shall govern and enforce this Statement of Work. Any legal action between the parties arising out of or related to this Statement of Work shall be adjudicated by binding arbitration by JAMS, Inc. in Bergen County, New Jersey 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 Statement of Work, 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 Statement of Work 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 Statement of Work shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Statement of Work is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Statement of Work 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 Statement of Work, 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 this Statement of Work 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) by electronic mail to primary point of contact; or (iii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iv) one day after it is sent if by next day delivery by a major commercial delivery service.

13. Counterparts: This Statement of Work may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Statement of Work, or any document created pursuant to the Statement of Work, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Statement of Work, the parties waive their right to raise any defense based on the execution of the Statement of Work in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

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

Client: City of Mayfield Village

Signature:

Name:

Title:

Date:

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

Signature:

Name:

Title:

Date:

Appendix A

Quote # / SKU	Details	Unit Price	Quantity	Total
#304089	Watchguard Firebox M370 3-years basic security	\$3,710	1	\$3,710
	Watchguard APT Blocker 3-years	\$1,440	1	\$1,440
Total Hardware / Software Cost				\$5,150