

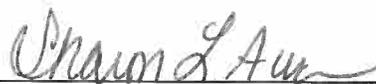
RESOLUTION 2013-134

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE ADMINISTRATOR TO RENEW A MAINTENANCE
CONTRACT WITH LIBERTY TECHNOLOGY SOLUTIONS FOR
MAINTENANCE OF THE TELEPHONE SYSTEM FOR THE YEAR 2013**

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Barnegat Township Administrator is hereby authorized to renew a contract with Liberty Technology System for the maintenance of the telephone system in the amount of \$2,850.00 for the year March 31, 2013 through March 30, 2014.

CERTIFICATION

I, Sharon L. Auer, Acting Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at the Regular meeting held on the 18th day of March, 2013, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.



Sharon L. Auer
Acting Municipal Clerk

TOWNSHIP OF BARNEGAT, NEW JERSEY
CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I, Kathleen Janeski, Chief Financial Officer, DO HEREBY CERTIFY THAT WITH RESPECT TO AWARDING A CONTRACT TO LIBERTY TECHNOLOGY SYSTEMS, 1503 GLEN AVE, STE 130, MOORESTOWN, NJ 08057 FOR MAINTENANCE ON THE TELEPHONE SYSTEM IN THE AMOUNT OF \$2,850.00

THE FUNDS ARE AVAILABLE IN THE FOLLOWING:

APPROPRIATION: 3-01-31-825-827

SIGNATURE: _____



KATHLEEN JANESKI
CHIEF FINANCIAL OFFICER

Dated: March 18, 2013



Liberty Technology Solutions

Managed IT Services | Telephone Systems | Carrier Services | Help Desk | Voice & Data Networks

1503 Glen Avenue, Ste 130, Moorestown, NJ 08057 www.libertyvts.com
Phone: 856-762-1222 Fax: 856-762-1224

Partner Program Agreement Phone System Service Contract

Partner Name: Barnegat Township
Location(s): 900 West Bay Avenue Barnegat, NJ 08005
Equipment: ESI 200 Phone System

I Decline the Partner Program: _____ Date: _____
Please sign and fax to 856-762-1224

I Accept the Partner Program:  Date: 03/19/2013
Please sign and fax to 856-762-1224

Liberty
Partner Program

Emergency Reponse and Recovery	
Access to LTS's warehouse of inventory (replacement parts)	Yes
24x7 - emergency response time	Yes
9-5 weekday emergency response time	Yes
No Emergency Service Fee	Yes
Coordination with Telco provider for Dialtone issue diagnostics	Yes
Cost Control - Onsite Services	
Warranty on Equipment provided by LTS* (The above equipment includes Power Supply, Control Box, & Circuit Cards)	Yes
Warranty on Telephone sets	Yes
No charge for labor on 5year extended warranty service	Yes
Reduced rates for billable labor (adding, moving or changing equipment)	Yes
Cleaning and Reconditioning of Phones	Yes
Database Saves	Yes
Software Upgrades	Yes
1 user training session - either "end user" or "admin", includes training material	Yes
No charge for "no trouble found" service calls.	Yes
Cost Control - Remote Service	
Free unlimited telephone support for entire year	Yes
Free remote service calls - technical support	10 Calls
No charge for assistance in troubleshooting of service effecting dialtone related issues	Yes
Free Audit of telephone system usage and performance	Yes
Free Audit of Local, long distance, and Internet bills	Yes
Free IT and Data Network Audit	Yes

Program Cost for this Year	\$2,850.00
NJ Sales Tax 7%	Exempt
Total	\$2,850.00

Contract Dates 3/31/2013 - 3/30/2014

Accepted by LTS: _____ Date: _____

Please call Sharon Sheehan with any questions: 856-762-1222 x115 (Fax: 856-762-1224)



Liberty Technology Solutions

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* For restrictions see Limited Warranty section below under Definitions.

LTS'S OBLIGATIONS

1. LTS shall provide service and repairs that are reasonably necessary to ensure the equipment continues to function properly.
2. LTS shall respond to normal malfunctions of covered equipment within 24 hours after notification, between 8:30 AM and 5:00 PM, Monday through Friday, except for holidays observed by LTS.
3. LTS shall respond to major system failures with ninety (90) minutes after notification. Major system failures include malfunctions which prevent the customer from placing or receiving external telephone calls.
4. LTS maintenance obligations include labor and parts required to repair or replace equipment that has become defective through normal wear and use, and does not include additions to, relocations, or removal of equipment, replacement or repairs of parts lost, damaged or stolen. All parts removed will become the property of LTS.

CUSTOMER'S OBLIGATIONS

1. To enable LTS to meet its obligations under this agreement, customer agrees to provide LTS with full access to the premises where equipment is located.
2. Customer agrees to provide and maintain such environmental and other specifications for the equipment as set forth on the purchase agreement. (Example: Customer must provide and maintain appropriate room temperature for telephone equipment).
3. Customer must keep all equipment free of foreign substances such as, but not limited to, beverage spills, food particles and excess dust.
4. In the event of LTS's breach of this contract, Customer may cancel this agreement immediately with pro-rated refund for the remaining paid maintenance period. In the event of Customer's breach of this contract, including, but not limited to, Customer payment obligations, LTS may cancel this agreement. Any one-time installation charges and/or recurring monthly charges are the sole responsibility of customer.

1. DEFINITIONS.

"Response" is defined as the act of assigning a qualified technician to work the issue and the technician's notification to the Partner of such assignment.
 A "Priority 1" Issue is defined as the voice mail system is down, the console telephone is inoperative, or 50% or more of the system is inoperative.
 The "Effective Date" is when this Agreement is executed by both Partner and LTS has received the first payment from the Partner.

2. TERM.

The Term of this Agreement shall commence on the Effective Date and shall continue thereafter for the term selected on page one (1) of this Agreement. The Agreement shall automatically renew for successive one-year periods unless cancelled in writing at least 30 days prior to the renewal date. The service fee due to LTS for each year shall be at the rate then charged by LTS for similar Partner Program services.

3. FEES.

Partner agrees to pay LTS or its assignee a fee detailed on page one of this Agreement to participate in the Partner Program. The first payment is due upon execution of this Agreement unless specific payment plans are arranged ahead of time. Past due invoices shall be subject to applicable finance charges and/or late fees. Client is solely responsible for the payment of any taxes arising out of the products and services provided under this Agreement. The fee only covers existing equipment on the Effective Date. Any new equipment purchased would not be covered unless appropriate fee is negotiated and paid in full.

4. PERFORMANCE.

In the event of material breach (any equipment purchased from a vendor other than LTS) of this Agreement, either party may cancel this Agreement, this being the exclusive remedy available. LTS does not make any warranties with respect to the equipment either express or implied, except as provided in this Agreement. Partner hereby grants LTS full and unrestricted access to the premises on which the system is located. LTS shall have the rights to delegate the performance of maintenance work to subcontractors, but in any event shall remain responsible to Partner for the performance thereof.

5. LIMITATION OF LIABILITY

LTS, in the performance of this Agreement, will not be liable for consequential damages. LTS shall in no event be liable for any special, incidental, or consequential damages for loss, damages or expense directly or indirectly arising from Partner's inability to use the equipment either separately, or in combination with any other equipment or from breach of any express or implied warranty. LTS's maximum liability is limited to the purchase price Partner paid for products and services provided under this Agreement. LTS is not liable to Partner if it is unable to perform due to events LTS is not able to control, such as acts of God or for viruses, property damage, loss of use, interruption of business, lost profits, lost data or other consequential, punitive or special damages, howsoever caused, whether for breach of warranty, contract, tort (including negligence), strict liability or otherwise. Unauthorized changes to equipment covered by this agreement, the attempted service thereon, or any violation of customers' obligations shall void this Agreement, including any warranties except to the extent of pre-rated service charges, then owing to LTS or Service administrator of LTS. No sales representative, agent, or employee of LTS, other than officers or the service administrator shall be authorized to execute this agreement.

6. LIMITED WARRANTY.

During the term of this Agreement, for items under warranty as described on page 1 of this Agreement, LTS will at its option: (i) provide replacement parts necessary to repair the product, or (ii) repair the product or replace it with a comparable product. Labor on said warranty service will be provided free-of-charge.

This limited warranty does not cover and LTS is not responsible under the terms of this Agreement to provide for the following:

* Does not include equipment damaged, or rendered unserviceable by negligence, misuse, theft, vandalism, fire, power surges, viruses, acts of God, fires, water, Civil or Military authority, acts of public enemy, war, government regulation, and reckless, willful, or intentional conduct, damages caused by servicing, moving, repair, relocation, or alteration not authorized by LTS, peripheral "plug in" items such as headsets, dialers, answering machines, and cordless telephones, new products and labor for expanding capacity and features of the existing system, Windows-based servers, batteries, cabling parts and labor, moving PBXs or servers, third-party applications not provided by LTS, reloading or re-installing software, products where the serial number is missing, altered, or defaced, and voice mail systems. Also does not cover new equipment purchased after the Effective Date.

Note: LTS will provide the applicable discounts on parts and labor as outlined in the Liberty, Gold, or Silver Partner Programs for non-covered services.

7. IMPLIED WARRANTIES.

Except for the express limited warranty contained in this Agreement, all other warranties concerning products, software, support, or services provided by LTS, expressed, implied, or statutory, are hereby expressly disclaimed and excluded, including without limitation, any warranty of merchantability, title, the condition of any products, fitness for a particular purpose, or otherwise and are subject to the limitations on liability set forth herein.

8. SURVIVABILITY.

If any of the provisions of this Agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions thereof.

NOTICES: All written notice required to be given by Customer to LTS under this agreement shall be addressed to Liberty Technology Solutions, 1503 Glen Ave., Suite 130, Moorestown, NJ 08057. LTS will send notification to Customer at the address listed on page 1 of this agreement. Any changes of address by either party must be given in advance by certified or registered mail, to the other party.

Partner's Initials _____

LTS's Initials _____