

RESOLUTION NO. 2019-523

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, CONVERGEONE, EATONTOWN, NJ, FOR THE PURCHASE OF EXTREME HARDWARE/MAINTENANCE, IN AN AMOUNT NOT TO EXCEED \$49,071.40.

WHEREAS, the City of Vineland pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the City of Vineland intends to enter into a contract with a State Contract Vendor for the Purchase of Extreme Hardware/Maintenance through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

WHEREAS, it has been recommended that a contract be awarded to ConvergeOne, Eatontown, NJ, (A87722) based upon the proposal received, in an amount not to exceed \$49,071.40; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, as follows:

1. THAT this contract for the Purchase of Extreme Hardware/Maintenance is awarded pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), under the State of New Jersey Cooperative Purchasing Program.
2. THAT the Purchasing Agent be and the same is hereby authorized to issue a contract to ConvergeOne, Eatontown, NJ, based upon the proposal received, for the purchase of Extreme Hardware/Maintenance, in an amount not to exceed \$49,071.40.

Adopted:

President of Council

ATTEST:

City Clerk

REQUEST FOR RESOLUTION
FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$17,500.00)



11/1/2019
(DATE)

1. Goods or Services (detailed description): Purchase Extreme Hardware/Maintenance
2. Amount to be Awarded: \$ 49,071.40
 Encumber Total Award
 Encumber by Supplemental Release
3. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____
4. **Account Number to be Charged: \$22,082.13 90120140110423017
\$22,082.13 90555502900853017
\$4,907.14 90755502801553017
5. Contract Period (if applicable): N/A
6. Date to be Awarded: 12/10/2019
7. Recommended Vendor and Address: ConvergeOne 246 Industrial Way West
Eatontown, NJ 07724
8. Justification for Vendor Recommendation:(attach add'l information for Council review)
Quote #PO-000494816 SO-000534693
St. Contract 87722

Type of Contract: State National Regional County

Vendor's Cooperative Contract # 87722 *expires 5/31/20*

9. Evaluation Performed by: IS Staff
10. Approved by: [Signature]
11. Attachments:
 Awarding Proposal
 Other: Quote

• Send copies to: **Purchasing Department**
Business Administration *(Signature)*
**If more than one account #, provide break down

Solution Summary

Qty 6 - Extreme X450

Customer: CITY OF VINELAND Ship To Address: , Bill To Address: 640 E Wood St Attn: Information Systems PO Box 1508 VINELAND, NJ 08362-1508 Customer ID: CITVIN0001 Customer PO:	Primary Contact: Victor Terenik Email: vterenik@vinelandcity.org Phone: (856) 794-4000 National Account Manager: Debra Mullen NAM Email: DMullen@convergeone.com NAM Phone: +17324102265
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Hardware	\$46,629.40		One-Time		\$46,629.40
Maintenance					
EXTREME Maintenance	\$2,442.00		Prepaid		\$2,442.00
Project Subtotal	\$49,071.40				\$49,071.40
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$49,071.40				\$49,071.40

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

WSCA Contract 87722



VCP Customer: Yes
VCP ID #: 0009999991

Master Maintenance Agreement #: MPSS1629

Date: 11/18/2019

Page #: 2 of 2

Documents #: OP-000494816
SO-000534693

Solution Name: Qty 6 - Extreme X450

Customer: CITY OF VINELAND

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
Annual Support						
1	97004-16179	EW NBD AHR 16179		6	\$407.00	\$2,442.00
Extreme X450 & Associated Parts						
2	10311	QSFP+ PASSIVE COPPER CABLE 0.5M		20	\$196.07	\$3,921.40
3	10099	POWER CORD 13A, USA, NEMA 5-15 IEC320		12	\$18.64	\$223.68
4	10941	POE 1100 WATT AC POWER SUPPLY MODULE		12	\$829.29	\$9,951.48
5	10945	FRONT-TO-BACK AIRFLOW FAN MODULE FOR SUMMIT X460-		6	\$231.43	\$1,388.58
6	16179	SUMMIT X 450G2 48 10/100/1000BASE-T		6	\$5,190.71	\$31,144.26