

RESOLUTION NO. 2019-557

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, CONVERGEONE, EATONTOWN, NJ, FOR AVAYA AES ADD & CALABRIO FOR CUSTOMER SERVICE DIVISION CALL RECORDING SYSTEM, IN AN AMOUNT NOT TO EXCEED \$69,396.60.

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 Avaya AES ADD & Calabrio for Customer Service Division Call Recording System, 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 contract be awarded to ConvergeOne, Eatontown, NJ, (A87722) based upon the proposal received, in an amount not to exceed \$69,396.60; 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 Avaya AES ADD & Calabrio for Customer Service Division Call Recording System, 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 Avaya AES ADD & Calabrio for Customer Service Division Call Recording System, in an amount not to exceed \$69,396.60.

Adopted:

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President of Council

ATTEST:

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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)**

12/5/2019

(DATE)

1. Goods or Services (detailed description): Avaya AES ADD & Calabrio for Customer Svc.  
Dept. Call Recording System

2. Amount to be Awarded: \$ 69,396.60

- Encumber Total Award  
 Encumber by Supplemental Release

3. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_

4. \*\*Account Number to be Charged: 90555512900452000 E397C

5. Contract Period (if applicable): N/A

6. Date to be Awarded: 12/23/2019

7. Recommended Vendor and Address: ConvergeOne Inc.

246 Industrial Way West Eatontown, NJ 07724

8. Justification for Vendor Recommendation:(attach add'l information for Council review)  
Quote – Solution Summary  
St. Contract A87722

Type of Contract:  State  National  Regional  County

Vendor's Cooperative Contract # \_\_\_\_\_

9. Evaluation Performed by: IS Staff - Customer Service

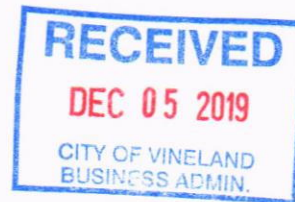
10. Approved by: 

11. Attachments:  
 Awarding Proposal  
 Other: Quote & Statement of Work

- **Send copies to: Purchasing Department  
Business Administration**

**\*\*If more than one account #, provide break down**







VCP Customer: Yes  
 VCP ID #: 0009999991

Master Maintenance Agreement #: MPSS1629

Date: 10/29/2019

Page #: 1 of 2

Documents #: OP-000476573  
 SO-000524422

Solution Name: Avaya AES ADD & Calabrio  
 Customer: CITY OF VINELAND

## Solution Summary

### Avaya AES ADD & Calabrio

<p><b>Customer:</b> CITY OF VINELAND</p> <p><b>Ship To Address:</b> ,</p> <p><b>Bill To Address:</b> 640 E Wood St        Attn: Information Systems        PO Box 1508        VINELAND, NJ 08362-1508</p> <p><b>Customer ID:</b> CITVIN0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Victor Terenik</p> <p><b>Email:</b> vterenik@vinelandcity.org</p> <p><b>Phone:</b> (856) 794-4000</p> <p><b>National Account Manager:</b> Debra Mullen</p> <p><b>NAM Email:</b> DMullen@convergeone.com</p> <p><b>NAM Phone:</b> +17324102265</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$33,270.00		One-Time		\$33,270.00
Professional Services	\$29,019.00		One-Time		\$29,019.00
<b>Maintenance</b>					
Manufacturer Support*	\$156.06	\$624.24	Annual		\$780.30
CALABRIO Maintenance	\$6,327.30		Annual		\$6,327.30
<b>Project Subtotal</b>	<b>\$68,772.36</b>				<b>\$69,396.60</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$68,772.36</b>				<b>\$69,396.60</b>

\*If the term includes an amount of time that is not a full 12 months, payment for the partial year will be included in the Price. After the initial payment, the remaining years of the term will be billed on an annual basis in advance. Customer agrees to pay the remaining payment(s) when invoiced.

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.





VCP Customer: Yes  
 VCP ID #: 0009999991  
 Master Maintenance Agreement #: MPSS1629

Date: 10/29/2019  
 Page #: 2 of 2  
 Documents #: OP-000476573  
 SO-000524422  
 Solution Name: Avaya AES ADD & Calabrio  
 Customer: CITY OF VINELAND

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
<b>Calabrio Software</b>						
1	CAL-SW-CQMAQM-LPUSR	ADVANCED QUALITY MGMT		18	\$695.00	\$12,510.00
2	CAL-SW-CQMSRV-LPSR	CALL RECORDING & QUALITY MGMT		1	\$15,000.00	\$15,000.00
<b>Avaya AES Licenses for Call Recording</b>						
3	397585	PLDS BUNDLE STA TRACKING FOR CM R8 SYSTEMS LIC:CU		18	\$0.00	\$0.00
4	397546	APPL ENBLMNT R8 DMCC FULL LIC:DS;CU		18	\$240.00	\$4,320.00
5	397515	APPL ENBLMNT R8 BASIC TSAPI LIC:DS;CU		36	\$40.00	\$1,440.00
<b>Professional Services Installation, Training, Project Mgmt</b>						
6	Professional Services	Professional Services				\$29,019.00
<b>Avaya Annual Software Support Advantage</b>						
7	344035J	SA PREFER SUPT CO-DEL AES R8 DMCC FULL 3YR AN PREPD	15	18	\$2.05	\$553.50
8	343972J	SA PREFER SUPT CO-DEL AES R8 BASIC TSAPI 3YR AN PREPD	15	36	\$0.42	\$226.80
<b>Calabrio Support</b>						
9	CAL-SP-CQMAQM-LPUSR	ADVANCED QUALITY MGMT ANNUAL PLATINUM SUPPORT		18	\$159.85	\$2,877.30
10	CAL-SP-CQMSRV-LPSRV	CALL RECORDING & QUALITY MGMT ANNUAL PLATINUM SUPPORT		1	\$3,450.00	\$3,450.00