RESOLUTION NO. 2020-346

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, DELL INC., ROUND ROCK, TX, FOR THE PURCHASE OF ELEVEN (11) REPLACEMENT LAPTOPS FOR VINELAND MUNICIPAL ELECTRIC UTILITY - CUSTOMER SERVICE, IN AN AMOUNT NOT TO EXCEED \$18,605.29.

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 eleven (11) replacement laptops for Vineland Municipal Electric Utility - Customer Service, 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 Dell Inc., Round Rock, TX, (19TELE00656) for the purchase of eleven (11) replacement laptops for Vineland Municipal Electric Utility - Customer Service, in an amount not to exceed \$1,691.39 each for a total cost of \$18,605.29; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for said contract to be awarded; 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:

- THAT this contract for the purchase of eleven (11) replacement laptops for Vineland Municipal Electric Utility - Customer Service, as more specifically in the quote from Dell Inc. attached hereto and made a part hereof, 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 Dell Inc., Round Rock, TX, in an amount not to exceed \$1,691.39 each for a total cost of \$18,605.29.

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)

7/7/2020 (DATE)

1.	Goods or Services (detailed description): <u>Replacement laptops for Customer Service</u>				
2.	Amount to be Awarded: \$18,605.29				
	 X Encumber Total Award Encumber by Supplemental Release 				
3.	Budgeted: By Ordinance No Or Grant: Title & Year				
4.	**Account Number to be Charged: 0-05-55-512-9004-52000 E398				
5.	Contract Period (if applicable):				
6.	Date to be Awarded: 8/25/2020				
7.	Recommended Vendor and Address: Dell Inc.				
	One Dell Way, Round Rock, TX 78682				
8.	Justification for Vendor Recommendation:(attach add'l information for Council review)				
	Type of Contract: State National Regional County				
-					
9. 10.	Evaluation Performed by: <u>IS Division</u> Approved by: <u>8/4/2020</u>				
11.	Attachments: Awarding Proposal Y Other: Quote				
*	Send copies to: Purchasing Department Business Administration *If more than one account #, provide break down				
	RECEIVED				
	AUG 0 4 2020 ORIGINAL				

D&LLEMC

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No. Total Customer # PO Number Quoted On Expires by **3000064481603.1 \$18,605.29** 4020937 134959 Jul. 06, 2020 Aug. 05, 2020 Sales Rep Phone Email **Billing To** Bobby Anderson (800) 456-3355, 6180325 Bobby_Anderson@Dell.com ACCOUNTS PAYABLE CITY OF VINELAND ACCOUNTS PAYABLE 640 E WOOD ST, PO BOX 1508 VINELAND, NJ 08360-3722

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards, Bobby Anderson

Product	Unit Price	Qty	Subtotal
Dell Latitude 5400	\$1,484.20	11	\$16,326.20
Dell Dock- WD19 130w Power Delivery - 180w AC	\$207.19	11	\$2,279.09
	Subtot	al:	\$18,605.29
	Shippin	ig:	\$0.00
	Non-Taxable Amount:		\$18,605.29
	Taxable Amount:		\$0.00
	Estimated Ta	ax:	\$0.00
	Tot	al:	\$18,605.29

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell Latitude 5400		\$1,484.20	Qty 11	Subtota \$16,326.20
Estimated delivery if purchased today:		\$1,404.20		\$10,020.20
ul. 17, 2020 Contract # C00000005003				
Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Qty	Subtota
atitude 5400 CTO Base	210-ARXK		11	
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W, vPro-Capable)	379-BDLE		11	
Vin 10 Pro 64 English, French, Spanish	619-AHKN	. 17 - 1912 -	11	
No AutoPilot	340-CKSZ		11	
Microsoft(R) Office 30 Days Trial	658-BCSB	-	11	
ntel Core i7-8665U Processor with Integrated Intel UHD 620 Graphics	338-BRMH	1.	11	
ntel vPro Technology Enabled	631-ACBI		11	
6GB, 1x16GB, DDR4 Non-ECC	370-AECT	-	11	
N.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG		11	
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Mic, NLAN/WWAN Capable, Privacy Shutter	391-BEJG		11	
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	-	11	
Dual Pointing US English Backlit Keyboard	583-BFKP	- 11 C	11	
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	11	
ntel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	11	
No Mobile Broadband Card	556-BBCD	1 A A	11	
3 Cell 51Whr ExpressCharge™ Capable Battery	451-BCIQ	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	11	
55W AC Adapter, 7.4mm Barrel	492-BBXF	-	11	
No Anti-Virus Software	650-AAAM	-	11	
DS-Windows Media Not Included	620-AALW	-	11	
E5 US Power Cord	450-AAEJ	-	11	
atitude 5400 Quick Start Guide	340-CLYF	-	11	
JS Order	332-1286	-	11	
SERI Guide (ENG/FR/Multi)	340-AGIK	-	11	
Custom Configuration	817-BBBB		11	
Regulatory Label, FCC	389-DPGZ	-	11	
SupportAssist	525-BBCL	-	11	
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	11	
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	11	
Naves Maxx Audio	658-BBRB	-	11	
Dell Power Manager	658-BDVK	-	11	
Dell Latitude 5400 SRV	658-BEGG	-	11	
Dell SupportAssist OS Recovery Tool	658-BEOK	-	11	
Direct Ship Info	340-AAPP	-	11	
MIX SHIP Config (DAO/BCC)	340-CMDV	-	11	

Total: \$18,605.29

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

*Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.