

RESOLUTION NO. 2022- 230

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CONTINENTAL RESOURCES, INC., BEDFORD, MA, FOR CITY WIFI PROJECT EXTREME HARDWARE & SERVICE HOURS.

WHEREAS, there exists a need for City WiFi Project Extreme Hardware & Service Hours; and

WHEREAS, the City of Vineland has a need to acquire such service as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, the Director of Information Services has recommended that a contract be awarded to Continental Resources, Inc. Bedford, MA, for City WiFi Project Extreme Hardware & Service Hours, in an amount not to exceed \$163,699.00; and

WHEREAS, Continental has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Continental has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Continental from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; 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 that:

1. This contract is awarded without competitive bidding in accordance with 40A:11-5(1)(dd) of the Local Public Contracts Law for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software.
2. The Purchasing Agent be and the same is hereby authorized to issue contract to Continental Resources, Inc. Bedford, MA, in an amount not to exceed \$163,699.00 for City WiFi Project Extreme Hardware & Service Hours.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. Notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk



REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)

05/23/2022
(DATE)

- 1. Service (detailed description): City WiFi Project Extreme Hardware & Service Hours
- 2. Amount to be Awarded: \$ 163,699.00
- Encumber Total Award
- Encumber by Supplemental Release
- 3. Amount Budgeted: \$ _____
- 4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____
- 5. **Account Number to be Charged: C-04-00-000-2008-78001
- 6. Contract Period: Until Work Is Completed
- 7. Date To Be Awarded: 06/14/2022
- 8. Recommended Vendor and Address: CONTINENTAL RESOURCES, INC.
175 MIDDLESEX TURNPIKE, BEDFORD,
- 9. Justification for Vendor Recommendation:(attach additional information for Council review)
Quote # COV00103JH

- Non-Fair & Open (Pay-to-Play documents required)
- Fair & Open: How was RFP advertised? See attached documents

- 10. Evaluation Performed by: _____
- 11. Approved by: *[Signature]* 5/23/22

- 12. Attachments:
- Awarding Proposal
- Other: Quote

- Send copies to:
Purchasing Division
Business Administration *(m)*

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



Prepared For Customer:
City of Vineland

ConRes Contact:
Taylor Brown
tmbrown@conres.com
856-303-3908

Local Office:		Dated:	5/6/2022
Corporate Office: Continental Resources, Inc. ("ConRes") - 175 Middlesex Turnpike, Bedford MA 01730		Validity Period:	5/28/2022
CONFIDENTIAL		Quote Number:	COV00103JH
This Quotation is the sole property of ConRes and may not be reproduced in any capacity without proper authorization.		Terms (Pending Credit Approval):	NET 30

Item #	Product	QTY	Description	Duration (Days)	List Price	Unit Price	Extended Price
10	10099	16	PWR CORD 13A USA NEMA 5-15 IEC320-C15		\$ 29.00	\$ 13.00	\$ 208.00
20	10311	4	0.5M QSFP+ PASSIVE COP CBL		\$ 382.00	\$ 163.00	\$ 652.00
30	5520-48W	8	5520 48PT 802.3BT 90W POE SWCH		\$ 10,468.00	\$ 4,486.00	\$ 35,888.00
40	5520-VIM-4X	8	5520-VIM 4X10GE SFP+ UNIV LLW		\$ 1,559.00	\$ 668.00	\$ 5,344.00
50	97000-AP410C-FCC	103	EW TAC & OS AP410C-FCC	365	\$ 25.00	\$ 21.00	\$ 2,163.00
60	97000-AP460C-FCC	2	EW TAC & OS AP460C-FCC	365	\$ 25.00	\$ 21.00	\$ 42.00
70	97004-5520-48W	8	EW NBD AHR 5520-48W	365	\$ 564.00	\$ 479.00	\$ 3,832.00
80	97004-5520-VIM-4X	8	EW NBD AHR 5520-VIM-4X	365	\$ 101.00	\$ 89.00	\$ 712.00
90	AP410C-FCC	103	EXTREMECLOUD IQ INDR TRI RADIO WLS 6 AP		\$ 1,203.00	\$ 515.00	\$ 53,045.00
100	AP460C-FCC	2	EXTREMECLOUD IQ TRI-RADIO OUTDR WLS 6 AP		\$ 1,445.00	\$ 615.00	\$ 1,230.00
110	XN-ACPWR-1100W-FB	16	1100W AC PSU FB		\$ 1,553.00	\$ 660.00	\$ 10,560.00
120	XIQ-PIL-S-C-EW	107	EXTREMECLOUD IQ PILOT EW 1 DEV	365	\$ 150.00	\$ 95.00	\$ 10,165.00
130	PS-ESU-5	1	SERVICE UNITS SPK	365	\$ 12,469.00	\$ 11,107.00	\$ 11,107.00
140	PS-ESU-1	2	SVC UNITS SGL	365	\$ 2,625.00	\$ 2,338.00	\$ 4,676.00
150	PS-ESU-REMOTE	15	REM ESU EXTREME SVC UNIT	365	\$ 1,800.00	\$ 1,605.00	\$ 24,075.00

Total w / o Taxes, Freight and Freight Insurance \$ 163,699.00
 Estimated Ground Freight and Freight Insurance \$ -
Estimated Total w / o Taxes \$ 163,699.00

124226709-1

Unless otherwise agreed upon in writing by ConRes and Customer all pages of this quotation are governed by the applicable Terms & Conditions outlined at www.conres.com and as described below.

All items on this quote are also governed by each manufacturers applicable License Agreements, Warranties, Return Policies, Terms of Service, and Privacy Policies (Customer may be required to "Click to Accept" or otherwise confirm acceptance of these policies). ConRes makes no representations or warranties with respect to the performance of the products and the accuracy of the information, and any and all warranties, whether oral or written, express or implied, are hereby expressly disclaimed including, but not limited to, warranties of merchantability and fitness for a particular purpose and liability arising from errors and/or omissions in the information. Available quantities reflect a point in time and do not guarantee availability at time of order. It is your (Customer's) Sole Responsibility to evaluate the accuracy of, completeness, and usefulness of the information on this Quotation. All payments are in United States Dollars. License and Maintenance Agreements: If customer agrees to purchase any items that carry a license or maintenance agreement and if invoice(s) for these product(s) is (are) not paid within approved credit terms, ConRes reserves the right to and customer grants permission to revoke the agreement(s).

Additional Terms and Conditions applicable to Subscriptions

Customer acknowledges and agrees there may be monthly pricing fluctuation for each subscription, and a formal change management process or amended Purchase Order will not be required for such monthly pricing fluctuations and that Customer is obligated to make payments for each subscription to ConRes. ConRes will invoice Customer monthly or annually (as defined within this quote) for Customer's usage of the subscription which will include subscription usage and any one-time charges.

In addition to any other remedies that may be applicable based on the type of subscription, ConRes or any of its resellers (e.g., AWS, ILAND, Ingram, Microsoft) may suspend (remove right to access or use any portion of the subscription) or cancel (also defined as "terminate") Customer's access if Customer fails to pay in full when due any two (2) invoices, other than amounts being reasonably, actively, and diligently disputed by Customer in good faith ("Disputed Charges"). ConRes will have the right to suspend or terminate Customer's access to its account and to any subscriptions if Customer has not paid in full all undisputed charges within ten (10) days following Customer's receipt of notice of past due charges. Upon termination - all undisputed amount shall be due and payable.

Privacy Statement: Continental Resources, Inc. ("ConRes") and its corporate affiliates ("Affiliates" or "ConRes Affiliates") are committed to the protection of your privacy, data, and personal information ("DATA") as further defined within the ConRes Privacy Policy which is available on our website www.conres.com or you may contact us at Privacy@conres.com for further information.

ales Quote Revision: 1.1.2022