#### **RESOLUTION 2014-032**

# RESOLUTION AUTHORIZING THE AWARD OF A PROPRIETARY CONTRACT WITH AN ESTIMATED COST BETWEEN \$2,625.00 AND \$17,500.00 WITHOUT PUBLIC ADVERTISING FOR BIDS

WHEREAS, the "Local Public Contracts Law" provides that except for contracts which require the performance of professional services, all contracts or agreements that are less than the bid threshold but are fifteen percent (15%) or more of that amount, two competitive quotations, whenever practicable, shall be solicited by the contracting agent, and the contract shall be awarded to the vendor whose response is the most advantageous, price and other factors considered; and

WHEREAS, N.J.S.A. 40A:11-13(d) provides that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased if the resolution so indicates and the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded; and

WHEREAS, The Bordentown Sewerage Authority has solicited the following competitive quotations:

**BIDDER** 

**PRICE** 

Cranel/Versitec

\$2,925.00

for the proprietary goods or services set forth below:

To Validate the restoration of the Windows 2008 R2 Operating System Platform and configuration of Microsoft SQL Server. Installation of the license server and configuration adjustment to the client workstations to connect to the new AppX Server

Which the Authority has determined are directly related to the performance, completion or undertaking of the project for the following reasons:

To provide the ability to image documents as allowed by our New Jersey State Certification.

WHEREAS, a certificate of availability of funds has been provided by the designated certifying finance officer and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, this 21st day of April, 2014, that the aforesaid contract for the proprietary services described above be and the same is hereby awarded to Cranel/Versitec in the amount of \$2,925.00.

#### THE BORDENTOWN SEWERAGE AUTHORITY

By:

Ronald L. Marino, Chairman

ATTEST:

Nancy A. Liberman, Secretary

I have reviewed this resolution and the certificate of availability of funds and am satisfied that an appropriate certificate of availability has been provided.

Thomas Coleman, Ill Esquire

General Counsel

#### **CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Richard D. Eustace, Executive Director and Certifying Finance Officer of The Bordentown Sewerage Authority, do hereby certify, pursuant to the rules of the Department of Community Affairs, Division of Local Government Services (N.J.A.C. 5:34-5.1 et seq.), that there are available adequate funds for the following proposed contract:

CONTRACT:

Professional Services for Bordentown

Certifying Finance Officer

ApplicationXtender System Restore

CONTRACTOR:

Cranel/Versitech

CONTRACT AMOUNT:

\$2,925.00

**BUDGETARY LINE ITEM:** 

01-001-6101

I certify that the same funds have not been certified as available for more than one pending contract.

4/21/14 Date

Richard D. Eustace



### **Duplitron/Allister**

# Business Consulting Standard Terms Statement of Work

Prepared for

Professional Services for Bordentown
ApplicationXtender System Restore

By Duplitron/Allister

The Document Imaging Division

Steve Deslendes, Systems Engineering Manager 10 April 2014 Version 1.0

This engagement is defined as a **Project Engagement**, utilizing the services of Cranel Imaging Professional Consulting Services in the role of staff and knowledge augmentation. If a Cranel engineer is on-site, Duplitron/ Allister assumes responsibility for the direct management of the engineer, in the execution of this Statement of Work.

## **Table of Contents**

Executive Summary	
Professional Fees	3
Cancellation Policy	
Statement of Work	
Technical Approach	
CUSTOMER Responsibilities for this Project	
PARTNER responsibilities for the project	
Scope	
Signature page	6
Attachment A: Project Assumptions	
Attachment B: Business Consulting Standard Terms	8
Attachment C: Partner Acceptance Document	12

Confidentiality Notice: This Statement of Work and any attachments may contain confidential and privileged information for the specific use and reference of Duplitron/ Allister. If you are not the intended recipient, you are hereby notified that you have received this document in error and that any review, disclosure, dissemination, distribution, or copying of it or its contents is prohibited. If you have received this document in error, please notify Cranel Incorporated immediately by telephone (614-431-8000) and destroy all copies of this communication and any attachments.

#### **Executive Summary**

Cranel & Duplitron will perform recovery of the ApplicationXtender system. These services will be provided remotely. It is the customer's responsibility to provide remote access to the systems for installation.

**CUSTOMER** will refer and apply to **Bordentown** throughout this document. **PARTNER** will refer and apply to **Duplitron/ Allister** throughout this document.

We invite your questions and comments regarding the technical content and pricing within this SOW and look forward to working with Duplitron/ Allister in the completion of this project.

#### **Professional Fees**

The agreed upon rate for engineering services for this engagement will be:

- \$1,350.00 (\$225 per hour minimum (but not limited to) 6hours)
- \$900.00 additional for time spent attempting to recover to an unsupported OS platform. (4 hrs at \$225.00 per hour.) 3/10/2014
- Total of \$2,250.00
- \$675.00 3 hours for recovery to new windows 2012 server on 4/8/2014
- Final Cost \$2,925.00

This Statement of Work is executed under the Terms and Conditions of the Cranel Imaging Business Consulting Standard Terms (Attachment B) as attached to this documentation and agreed to by Duplitron/ Allister.

Payment Terms for this Project are NET 30 from date of invoice.

These fees for services defined in this document are based on a Monday-Friday workweek. Any weekend work will change the fee schedule for this proposal.

#### **Cancellation Policy**

The following charges will be billed in the event of a cancellation, or postponement of the engagement, once scheduled and all pre-implementation planning has been completed:

Within 1 week of start of project
Within 24 hours of start of project
At the time of staff arrival

50% of total price 75% of total price

100% of total price plus incurred travel expenses

#### Statement of Work

Client:

PARTNER - Duplitron/ Allister CUSTOMER - Bordentown

**Technical Approach** 

Software and Services are to be provided as BEST EFFORT as it is the end customer's responsibility to have the original software licenses encompassing Microsoft and OTG Software (AppXtender)

Scope of this APPXtender System Restoration Project is a two phase implementation. Phase 1 is to validate the restoration of the Windows 2008 R2 Operating System Platform and configuration of Microsoft SQL Server. Once the database validation is complete and verified Phase 2 is the license server installation and configuration adjustment to the client workstations to connect to the new AppX server.

3/10/2014 – Change for time spent due to move of SQL 2008R2 db to unsupported AppX server OS (Windows 2011SBS) which would not allow remote connections and configuration. Will perform original scope of the project once the SQL DB is moved to a AppX supported server (ie:Windows 2008R2/2012).

#### **CUSTOMER** Responsibilities for this Project:

- 1. Provide a Systems Administrator with administrator level access to the Servers and Network within the customers facility.
- 2. Provide Cranel Imaging with a designated work environment.

#### PARTNER responsibilities for the project:

- 1. PARTNER is responsible for supporting the customer's software implementation by ensuring that the CUSTOMER has fulfilled their responsibilities as listed in the CUSTOMER Responsibilities for this Project section of this document.
- 2. Involvement on the part of **Duplitron**/ **Allister** is critical to the success of this project this is a joint resource commitment.
- 3. **Duplitron/ Allister** is responsible for executing all activities for which Cranel Imaging does not have sole and exclusive responsibility as indicated in this Statement of Work. To minimize delays and avoid additional fees, customer is responsible for ensuring that assigned tasks, activities, and requests are completed in accordance with the Statement of Work.
- 4. Inform Cranel Imaging in advance (five business days minimum) of changes to the agreed upon work schedule.

#### Scope

This Statement of Work covers ONLY the services outlined herein. Cranel Imaging will not perform services identified by either party as outside the scope of this Statement of Work unless the following procedure is adhered to:

- 1. The Cranel Imaging Technical Engagement Manager will prepare a new Statement of Work documenting the scope change, additional resources required, changes to the work plan including due dates, and additional fees, if applicable.
- 2. Both parties must execute the applicable Statement of Work before any resources will be allocated or assigned to the task(s) or any services will be performed.

Signature page

**Duplitron/ Allister** 

Steven Deslarefo

Printed Name

Signature

He how, k

2/13/2015

Date

**Bordentown Sewerage Authority** 

Printed Name

Printed Name

Signature

Executive

Title

4/2,/14

Date