

RESOLUTION NO. 2018 - 158

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO QEI, SPRINGFIELD, NJ, FOR THE RENEWAL OF THE ANNUAL MAINTENANCE SERVICES AGREEMENT IN CONNECTION WITH THE ELECTRIC UTILITY'S SCADA SYSTEM - HARDWARE AND SOFTWARE, IN THE AMOUNT NOT TO EXCEED \$37,570.00.

WHEREAS, there exists a need for the renewal of the annual maintenance services agreement in connection with the Electric Utility's SCADA System - Hardware and Software; and

WHEREAS, the management personnel of the Electric Utility has recommended that a contract be awarded to QEI, Springfield, NJ, for the maintenance services of this proprietary system, for the period beginning April 1, 2018 through March 31, 2019, for an amount not to exceed \$37,570.00; 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 QEI, Springfield, NJ, for the renewal of the maintenance services for the Electric Utility's SCADA System Hardware and Software, in an amount not to exceed \$37,570.00 for the period beginning April 1, 2018 through March 31, 2019.
3. 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)**

March 27, 2018

(DATE)



1. Service (detailed description): QEI Service Agreement Renewals

2. Amount to be Awarded: \$ 37,570.00

- Encumber Total Award
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 40,000.00

4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

5. **Account Number to be Charged: E570 002-0-54-9003-2-7023363

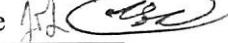
6. Contract Period: April 1, 2018 to April 1, 2019

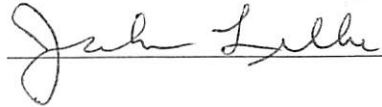
7. Date To Be Awarded: April 10, 2018

8. Recommended Vendor and Address: QEI
60 Fadem Rd, Springfield, NJ 07081

9. Justification for Vendor Recommendation:(attach additional information for Council review)
This is the proprietary vendor that supplied the original equipment.


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

10. Evaluation Performed by: Jeffrey Lawrence 

11. Approved by:  - 3-27-18

12. Attachments:

- Awarding Proposal
 Other: _____

- Send copies to:
Purchasing Division 
Business Administration

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



60 Fadem Road, Springfield, NJ 07081 USA
 T: +1 973 379 7400 F: +1 973 379 2138
 www.qeiinc.com



QEI/HP HARDWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2018 (the "Effective Date") between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the "Customer").

The parties agree to the attached terms and conditions as follows:

HP Equipment Corporation will provide the following services under this Agreement with respect to all identified HP equipment, with the exception of laptop computers.

1. On-site service for all HP hardware owned or leased by the Customer (as identified in attachment A)
2. Within twenty-four hours of a telephonic communication from the customer, HP/ QEI will respond.
3. All Services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).
4. QEI will provide all coordination with the customer and HP.
5. Telephone/modem assistance to the customer in isolating malfunctioning HP equipment.

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$1,498.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI

City of Vineland, NJ

By: _____

By: _____

Date: _____

Date: _____

QEI

60 Fadem Road, Springfield, NJ 07081 USA
T: +1 973 379 7400 F: +1 973 379 2138
www.qeiinc.com



Attachment A

CITY OF VINELAND HP EQUIPMENT LIST

ITEM	QTY	MODEL NUMBER	SERIAL NUMBER
1.	3	RX2800 SERVER RX2800 SERVER RX2800 SERVER	SGH443YEPK SGH443YEPL SGH501Y3TM



60 Fadem Road, Springfield, NJ 07081 USA
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MASTER STATION SOFTWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2018 (the "Effective Date") between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the "Customer").

The parties agree to the attached terms and conditions as follows:

QEI will provide the following services under this Agreement with respect to the Customer's SCADA Master Station software, which includes TDMS-Plus, WorldView, Plus Editors and associated QEI software applications (Ex. ODA, eAlarms, Tap2000, ICCP, etc.)

1. Technical assistance via telephone, diagnostic modem and or VPN connection; includes unlimited troubleshooting support in the areas of database, communication and software problems.
2. Includes one entire Client and Server Software upgrade per year.
3. Includes access to QEI's Patch Management System.
4. QEI will be responsible for all associated problems with QEI Software (client & server). Software support provided by QEI due to an HP Hardware failure will be billable if the HP hardware is not covered under a QEI / HP Service Agreement.
5. Does not include technical support for the addition of new software applications, hardware peripherals, network topology changes or other additions to the existing SCADA System.
6. Service to be furnished by QEI under this Agreement does not include any on-site field service. However, if the customer shall desire QEI to furnish on-site field service, such service will be provided at the published per diem rate plus expenses.

***NOTE:** If NERC Rider is concurrently purchased with QEI Software Agreement, access to all updates, notifications and patches is available for the SCADA and Operating Systems.*

All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the Services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$12,225.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI LLC

City of Vineland, NJ

By: _____

By: _____

Date: _____

Date: _____



60 Fadem Road, Springfield, NJ 07081 USA
 T: +1 973 379 7400 F: +1 973 379 2138
 www.qeiinc.com



RTU HARDWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2018 (the "Effective Date") between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the "Customer").

The parties agree to the attached terms and conditions as follows: QEI will provide the following services under this Agreement with respect to all QEI RTU manufactured hardware which fails under normal operating conditions.

1. Factory Service, including parts, labor, check out and recalibration, as needed, on all QEI manufactured RTU Hardware delivered shipping prepaid to QEI, to restore such QEI RTU hardware to good working order with QEI being responsible for the shipping and handling costs of returning all QEI Hardware serviced to the Customer.
2. Telephone/Modem assistance to the customer in isolating malfunctioning QEI RTU Hardware.
3. Services to be furnished by QEI under this Agreement do not include any on-site field service. However if the customer shall desire QEI to furnish on-site field service, such service will be provided at the published per diem rate plus expenses.
4. RTU software configuration and Database support are not included.
5. In cases where a RTU Printed Circuit Board is determined to be unrepairable by QEI, a 40 percent discount from the list price will be offered for replacement or equivalent product.

All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$11,832.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI LLC

City of Vineland, NJ

By: _____

By: _____

Date: _____

Date: _____

QEI

60 Fadem Road, Springfield, NJ 07081 USA
T: +1 973 379 7400 F: +1 973 379 2138
www.qeiinc.com



CONFIGWIZ SOFTWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2018 (the "Effective Date") between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the "Customer").

The parties agree to the attached terms and conditions as follows:

QEI will provide the following services under this Agreement with respect to all QEI manufactured processor panels using Configwiz Software.

1. Unlimited telephone support on QEI RTU software, excluding software support necessitated due to RTUs being operated under other than normal operating conditions.
2. RTU configuration for local I/O and IED's
3. Correction of RTU software problems via telephone or modem.
4. RTU database assistance as required.
5. RTU Software updates as necessary.

QEI does not accept any responsibility for the setup, configuration or operation of third party equipment, i.e. IED's, PLC's, RTU's, etc. Software support provided by QEI, due to a failure of third party's equipment will be billable at our published per diem rate.

This contract is not intended to be a substitution nor alternative to attending formal training. Formal training is strongly recommended.

All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$2,328.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI

By: _____

Date: _____

City of Vineland, NJ

By: _____

Date: _____



60 Fadem Road, Springfield, NJ 07081 USA
 T: +1 973 379 7400 F: +1 973 379 2138
 www.qeiinc.com



“AFTER HOURS” SUPPORT AGREEMENT

Agreement dated this 1st day of April 2018 (the “Effective Date”) between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 (“QEI”) and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the “Customer”).

The parties agree to the attached terms and conditions as follows:

QEI will provide the following services under this Agreement with respect to all QEI hardware and software.

1. Technical assistance via telephone and or a system diagnostic modem.
2. Master Station troubleshooting assistance, including database support, via telephonic communication and diagnostic modem interface.
3. RTU troubleshooting and configuration support for local I/O, IED's and Master Station Servers.
4. Services under this Agreement do not include software fixes, upgrades and or enhancements and HP hardware.
5. Services under this Agreement do not include any on-site field service.

All services to be furnished hereunder will be provided from 5:00 p.m. to 8:00 a.m. Eastern Time, Monday through Friday, and 24 hours on holidays and weekends. QEI will respond within 1 hour to all calls, and 3 hours for dial in support.

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the Services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$1,955.00 per year, plus \$245.00 per hour, minimum one (1) hour for all After Hours technical support required.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI LLC

City of Vineland, NJ

By: _____

By: _____

Date: _____

Date: _____

QEI

60 Fadem Road, Springfield, NJ 07081 USA
T: +1 973 379 7400 F: +1 973 379 2138
www.qeiinc.com



“TRAINING” SUPPORT AGREEMENT

Agreement dated this 1st day of April 2018 (the “Effective Date”) between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 (“QEI”) and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the “Customer”).

The parties agree to the attached terms and conditions as follows:

QEI will provide training services by using each participant’s telephone speaker and using the internet application “GoToMeeting.” QEI will arrange a dial-in number, Access Code, Audio PIN and Meeting ID at which time all participants involved can access the site and can either be taught on a prearranged subject matter(s), or engage in ad-hoc Q&A. Subject matter is limited to any and all QEI hardware and software products.

Conditions:

1. Only one (1) QEI End User is permitted per Support Agreement/per training session.
2. QEI requires 48-hour advance notice prior to the training session being conducted.
3. All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).
4. The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.
5. Additional time beyond contract amount will be charged at the published training support rate.
6. Service to be furnished by QEI under this Agreement does not include any on-site service. However, if the customer shall desire QEI to furnish on-site service, such service will be provided at the published per diem rate plus expenses.

In no event shall QEI be liable for any incidental, direct, indirect, special or consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the Services provided.

The Customer agrees to pay for the services as described in the amount of \$940.00 dollars which is equivalent to 4 hours of training times \$235 per hour.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI LLC

City of Vineland, NJ

By: _____

By: _____

Date: _____

Date: _____

DIAGNOSTIC MAINTENANCE SERVICE AGREEMENT

Agreement dated this 1st day of April 2018 (the "Effective Date") between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the "Customer").

The parties agree to the attached terms and conditions as follows:

QEI will provide the following services under this Agreement with respect to the Customer's SCADA System that includes the master station software including TDMS-Plus, WorldView, Plus Editors and associated QEI software applications (Ex. ODA, eAlarms, Multispeak, ICCP, etc.) and QEI external interfaces.

1. QEI will conduct a total system check (see attached check list) of the QEI Master Station and QEI external interfaces via a VPN connection. The customer will provide QEI with the VPN credentials, date and time available for access to the system. Ninety (90) minutes should be allocated for this diagnostic service.
2. The system checks will include the overall system health as well as the individual components accessible through the VPN connection. Services include detailed review of database, configuration and communication.
3. This service will be provided on a bi-annual basis and requires scheduling with adequate notice.
4. QEI, with approval from the customer, will make minor modifications to optimize the operational integrity and performance of the system. Any other work is outside the scope of this agreement.
5. This service does not include technical support for the addition of new software applications, configurations, database development, hardware peripherals, network topology changes or other additions to the existing SCADA System.
6. Services furnished by QEI under this Agreement do not include any on-site field service. However, if the customer shall desire QEI to furnish on-site field service, such service will be provided at the published per diem rate plus expenses.

All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the Services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement. The Customer agrees to pay for the services as described in the amount of \$1,000.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI LLC

City of Vineland, NJ

By: _____

By: _____

Date: _____

Date: _____

QEI

60 Fadem Road, Springfield, NJ 07081 USA
T: +1 973 379 7400 F: +1 973 379 2138
www.qeiinc.com



“Onsite Support” SUPPORT AGREEMENT

Agreement dated this 1st day of April 2018 (the “Effective Date”) between QEI with offices at 60 Fadem Road, Springfield, New Jersey 07081 (“QEI”) and the City of Vineland, NJ with offices at 640 E. Wood Street, 2nd Floor, Vineland, NJ 08361 (the “Customer”).

The parties agree to the attached terms and conditions as follows:

1. Onsite support must be taken as a single 3-day trip, portal to portal.
2. Onsite support must be scheduled a minimum of two weeks in advance.
3. All associated costs due to short notice, rescheduling and or trip cancellation will be the End User’s responsibility.
4. Should the support not be performed during the policy year, no credit or refund will be provided.
5. Onsite support availability is Monday through Friday, 8-hours per day, portal to portal, (excluding holidays). Weekend support will be at the published per rate plus expenses.

Option:

1. In the event additional time is required during the 3-day service, a forth and fifth day can be purchased at \$1,650.00 per day fixed rate, Monday through Friday, portal to portal (excluding holidays and weekends).

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs arising out of or related in any respect to the Services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$5,792.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI LLC

By: _____

Date: _____

City of Vineland, NJ

By: _____

Date: _____