

RESOLUTION NO. 2023 - 398

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO PRINT & MAIL AT HARRIS LOCAL GOVERNMENT, NIAGARA FALLS, NY TO PROVIDE MANAGED PRINT AND MAIL SERVICES.

WHEREAS, there exists a need for Print and Mail Services for the City of Vineland; 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 Information Systems Director has recommended that a contract be awarded to Print & Mail at Harris Local Government, Niagara Falls, NY to Provide Managed Print and Mail Services for an estimated monthly amount of \$25,332.50 for a period of twelve (12) months for a total award amount not to exceed \$303,990.00; and

WHEREAS, Print & Mail at Harris Local Government has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Print & Mail at Harris Local Government 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 Harris Local Government 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. The Purchasing Agent be and the same is hereby authorized to issue contract to Print & Mail at Harris Local Government, Niagara Falls, NY, to Provide Managed Print and Mail Services for an estimated monthly amount of \$25,332.50 for a period of twelve (12) months for a total award amount not to exceed \$303,990.00.
2. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
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)**

8/8/2023

(DATE)

1. Service (detailed description): Harris Proposal for Print & Mail Services for 12 months
@ \$25,332.50

2. Amount to be Awarded: \$ 303,990
 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: 3-01-20-140-1104-23016

6. Contract Period: 12 Months


7. Date To Be Awarded: 8/22/2023

8. Recommended Vendor and Address: 2429 Military Rd. Suite 300
Niagra Falls, NY 14303

9. Justification for Vendor Recommendation:(attach additional information for Council review)
See Attached Document. Proprietary Harris solution with Cayenta integration.

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

10. Evaluation Performed by: IS Department

11. Approved by: 

12. Attachments:
 Awarding Proposal
 Other: Quote

- Send copies to:
Purchasing Division
Business Administration

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

Deb Cronin
Account Manager – Print & Mail

Harris Local Government
2017 E. Main Street
Easley, SC 29640

Phone 228-271-3617
Email dcronin@harrislocalgov.com



August 4, 2023

Tony Quigley
City of Vineland
PO Box 1508
Vineland, NJ 08362

Subject: Proposal for Managed Print and Mail Services

Dear Mr. Quigley,

Harris Local Government is pleased to provide the City of Vineland, NJ with the following proposal for Managed Print and Mail Services.

Our team at Harris Print & Mail is uniquely qualified as we understand your software and can work hand in hand with your Support team. What this means to you is a smooth transition since we are a part of the Harris team.

Our recommended solution includes everything needed to produce your monthly billing statements. The pricing includes processing, printing, folding, inserting, USPS CASS & NCOA services, and First-Class mailing. **Postage is passed along at cost and is not required to be paid in advance.**

Thank you for allowing us this opportunity. I am excited at the prospect of working with you.

Sincerely,

Debra Cronin

Account Manager
Harris Local Government – Print & Mail
Direct: 228-271-3617
Cell: 609-351-0945
dcronin@harriscomputer.com



Date: 08/02/2023
 Contract #: DC-VMU14-08022023
 Effective To: 09/30/2023
 Prepared By: Deb

Proposal for Print & Mail Services

This Agreement between the City of Vineland, NJ ("Purchaser") and N. Harris Computer Corporation of 2429 Military Road, Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following print and mail fulfillment and related services (the "Services")

Item	Description	Quantity	Unit Price	Extended Price
<i>Managed Print Services:</i>				
1.	Utility Bills - cycled daily	27,500	0.18	\$4,950.00
	a. Prints two sides, color ink on 8.5 x 14 white perfed paper			
	b. Outgoing envelope			
	c. Courtesy reply envelope			
	d. USPS postage (Approx - Actual postage will be passed along at cost)	27,500	0.49	\$13,475.00
2.	Second page of two page bills	2250	0.07	\$157.50
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3.	Late Notices - cycled daily	10,000	0.17	\$1,700.00
	a. Prints one side, color ink on 8.5 x 11 pink paper			
	b. Outgoing envelope			
	d. USPS postage for over 500* (Approx - Actual postage will be passed along at cost)	10,000	0.49	\$4,900.00
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4.	USPS Set up/Processing - One Time Fee		150.00	\$150.00
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subtotal for Managed Print Services 8.5 x 14 (first mailing only):				\$25,332.50
subtotal for Managed Print Services 8.5 x 14 (additional months):				\$25,182.50

*Mailings under 500 will mail at higher postage rate

Price is subject to change. The USPS reserves the right to raise prices twice per year in January and July. For more information, please refer to the USPS website.

The total quantity above is the approximate monthly Utility Bills mailed.
 Customers will only be invoiced for the actual amount of bills printed and mailed.
 One time set-up fee of \$150.00 assumes the customer provides print-ready PDF files to Harris Print & Mail.
 Template creation and/or manipulation would incur additional fees.

Agreement Terms and Conditions

1. Definition

Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Printing Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.

2. Payment Terms

Order will be processed with the return of the signed printing services agreement. Services will be billed upon completion of job. Payment is due within 30 days of receiving invoice.

3. Minimum Annual Commitment

The parties acknowledge that the pricing herein is based on a minimum annual quantity of 500 ("Minimum Commitment") for a period of 1 year. In the event that the Purchaser does not fulfill the Minimum Commitment during any given year, the Purchaser shall pay to Harris a Minimum Processing Fee of 5% of the estimated total annual fee set forth on page 1 of this Agreement.

4. Term

This Agreement shall come into effect immediately as of the date of execution hereof by both Parties and shall remain in force for a period of one year (the "Initial Term"), except as provided for herein. At the expiration of the Initial Term, this Agreement, including any modifications thereto, shall renew for a Renewal Term that will be agreed to by both parties, unless either party provides written notice of non-renewal sixty (60) days prior to the expiration of the Initial Term. In the event that this Contract is renewed in accordance with this Section, the terms of the Agreement, shall remain unchanged (except to the extent expressly modified by agreement of the parties), except that the pricing terms may be modified with prior written notice to Purchaser. Harris shall notify Purchaser at least sixty-one (61) days in advance of any modification of pricing terms.

5. Termination

This Agreement may be terminated prior to expiration of the Initial Term hereof only as follows

- a. Provided that Purchaser or Harris (the "Terminating Party") is not then in breach of its obligations hereunder, the Terminating Party may terminate this Agreement with regard to its obligations that arise hereunder after the date of termination by delivering to the other party (the "Breaching Party") written notice of such termination upon the occurrence of any of the following:
 - I. the Breaching Party is in material breach of its obligations hereunder and fails to cure such breach within twenty (20) business days after receipt of written notice thereof from the terminating Party; or
 - II. the bankruptcy or insolvency of the Breaching Party, including but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or
- b. upon the mutual written consent of the Purchaser and Harris to terminate this Agreement.

6. Payment Upon Early Termination

The parties acknowledge that the pricing herein is based upon an Initial Term of 1 year. The parties agree that if this Agreement is terminated prior to expiration of the Initial Term by Harris pursuant to paragraph 5(a) above, or if Purchaser terminates this Agreement other than pursuant to paragraph 5(a) above, the Purchaser shall pay an Early Termination Fee. The Early Termination Fee shall be calculated as follows: 5% of the estimated total annual fee set forth on page 1 of this Agreement.

7. Relationship Between the Parties

It is acknowledged and agreed that Harris shall not be considered an agent, employee or representative of the Purchaser. Harris shall not act on behalf of the Purchaser, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between Harris and the Purchaser, nor is it the intention of the Parties to establish any such relationship.

Neither Harris nor the Purchaser is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

8. Data

In the event that the Purchaser is providing data to Harris, it is the responsibility of the Purchaser to ensure that the format and quality of the data meets Harris requirements. Any deadline for performance of the Services agreed upon at signing is based on the assumption that the data provided is in the correct format and of sufficient quality. Any delay due to incorrect data is the responsibility of the Purchaser. Harris will manipulate incorrect data for the purchaser at an additional charge agreed to in writing by the parties.

9. Warranty

The Services shall be performed in a professional manner in accordance with generally accepted industry standards for the printing industry. If the Services fail to comply with this warranty, Purchaser shall promptly notify Harris in writing. The notice from Purchaser shall specify in reasonable detail any alleged non-conformities in the Services and reasonable requirements for acceptance of the Services. Upon such notice, Harris shall, as Purchaser's sole and exclusive remedy, promptly re-perform any such Services. This warranty is effective for thirty (30) days following completion of the Services.

Purchaser is solely responsible for the accuracy of the data provided to Harris. Harris does not warrant the accuracy of the data transmitted but does warrant the transposition and printing of the data once received by Harris.

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant, and the Purchaser acknowledges that there are no further representations or warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice.

10. Limitations on Liability

THE PURCHASER AND HARRIS RECOGNIZE THAT CIRCUMSTANCES MAY ARISE ENTITLING THE PURCHASER TO DAMAGES FOR BREACH OR OTHER FAULT ON THE PART OF THE HARRIS ARISING FROM THIS AGREEMENT. EXCEPT FOR DAMAGES ARISING OUT OF HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PURCHASER AGREES THAT HARRIS' LIABILITY HEREUNDER FOR DAMAGES SHALL NOT EXCEED THE CHARGES HEREUNDER PAID BY PURCHASER TO HARRIS. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS PARAGRAPH SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT

11. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Printing Services rendered and all expenses incurred prior to the cancellation. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

12. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of New York. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of New York in any dispute arising out of or related to this agreement.

13. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: City of Vineland, NJ

By: _____ Date: _____

Authorizing Party

Contact Name: _____

Contact Title: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____

Purchaser's Billing Department Information

Billing Address: _____

AP Contact: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____