

RESOLUTION NO. 2022- 2930

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PRINTING AND MAILING SERVICES FROM ORIGINAL IMPRESSIONS, LLC FOR THE PRINTING AND MAILING OF THE TOWN GAZETTE; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT AND/OR PURCHASE ORDER FOR THE SERVICES WITH PCI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") is in need of printing and mailing services for the Town's Gazette (the "Services"); and

WHEREAS, Postal Center International, Inc. ("PCI"), the parent company of Original Impressions, LLC ("Original Impressions") has submitted a proposal, attached hereto as Exhibit "A," in the amount of \$27,552 for the Services, which includes 12 standard 16-page issues of the Town Gazette (the "Proposal"); and

WHEREAS, the Town Administration obtained quotes from other vendors offering similar services and found that PCI / Original Impressions is the only company in South Florida that is certified as a commingling United States Postal Service (USPS) Seamless Partner, allowing for materials to be printed and mailed directly to the mail stream; and

WHEREAS, the Town Administration requests the approval of an additional \$8,000 allocation for special editions or longer issues of the Town Gazette, as needed (the "Additional Allocation"); and

WHEREAS, pursuant to Section 3-13(2) of the Town Code of Ordinances ("Code"), contracts for professional services are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve the purchase of the Services, the Additional Allocation, and authorize the Town Manager to execute an agreement and/or purchase order with Original Impressions for the Services in accordance with the Proposal; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization to Purchase Services. The Town Commission hereby approves the purchase of the Services from Original Impressions in the amount of \$27,552 for fiscal year 2022-2023, together with the Additional Allocation in the amount of \$8,000, on an as needed basis. The Town Manager is authorized to negotiate and execute an agreement and/or purchase order with the Contractor based on the Proposal attached hereto as Exhibit "A," subject to the approval as to form, content, and legal sufficiency by the Town Attorney and Town Manager.

Section 3. Exemption from Competitive Bidding. The Town Commission finds that pursuant to Sections 3-13(2) of the Town's Code, the purchase of the Services is exempt from competitive bidding.

Section 4. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately

upon adoption.

PASSED AND ADOPTED this 12th day of October, 2022.

Motion By: Commissioner Landsman
Second By: Vice Mayor Rose

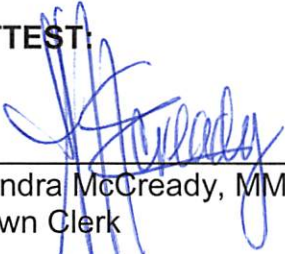
FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Absent</u>
Commissioner Nelly Velasquez	<u>Absent</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>YES</u>



Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Quotation

9/9/22

A POSTAL CENTER INTERNATIONAL COMPANY

Estimate No. 32049

To:

TOWN OF SURFSIDE
9293 HARDING AVENUE
TOWN OF SURFSIDE, FL 33154
Phone (305) 861-4863
Email frigueros@townofsurfsidefl.gov

Date 8/25/22
Acct Ex Jorge Simonvsky
Estimator Request

Dear

We would like to thank you for your time and consideration in regards to this quotation. Included is the detailed product specifications and prices. The quotation is confidential and is intended solely for the use of the addressee(s) named above.

Description Town of Surfside Gazette - 12 Months
Pages 16 Pages Self Cover
Prepress Customer Provided Files.
Final Size 8.5" x 11"
Paper 80.0 lb Gloss Text
Ink 4/4 process + Gloss Aqueous
Proofs PDF Proof, Digital Blueline
Finishing Trim, Fold , Stitch
Mail/Shipping PCI is the only printing company in South Florida that is certified as commingling USPS Seamless Partner. PCI does not subcontract their mail operations, so once the materials are printed and finished, they go directly to the mail stream.

Price Part 1 - 16-Page Text Sig S/S

Quantity	Price/Month	Yearly
3,650	\$2,190.00	\$26,280.00

Mail/Shipping List Processing will be the same as provided for June 2022 edition , Inkjet / Mailing

Price Part 2 - Inkjet

Quantity	Prices
3,473	\$106.00 \$1272

****additional**** ***** Postage is additional *****

Lead Time Schedule Turnaround time TBD after approval of proof.

Upon acceptance please indicate the quantity required

PLEASE NOTE: Due to current volatility in the paper market and supply chain, this Estimate is valid for 7-days from the date of the Estimate

Terms (unless specified above) net 30 days-1.5% service charge per month for late payment. Any art or type changes additional.

Thank You for giving us the opportunity to submit this quote. As always, quotes are based on a physical inspection of your originals and are valid for 30 days unless otherwise specified.

Acct. Exec: Jorge Simonvsky Sign: _____ Date: _____

Accepted By: _____ Sign: _____ Date: _____

Standard Printing Industry Customs apply to all work done under this contract. Please read back side or ask for a copy of the back side of this page if this contract is faxed.

STANDARD PRINTING INDUSTRY TRADE CUSTOMS

1. Quotation: A quotation not accepted within 30 days may be changed.

2. Orders: Acceptance of orders is subject to credit approval and contingencies such as fire, war strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. Cancelled orders require compensation for incurred costs and related obligations.

3. Experimental Work: Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

4. Creative Work: Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

5. Accuracy of Specifications: Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if files (including design, image, database) or any other materials don't conform to the information on which the original quotation was based.

6. Preparatory Materials: All materials, in analog or digital form, supplied by the provider remain the provider's exclusive property.

7. Electronic Manuscript or Image: It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damages to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing or programming needed to utilize customer-supplied files will be charged at prevailing rates. *Files will be delivered to the provider in an agreed upon application, compressions, and format (disk or electronic delivery).*

Image modification
These images resolutions may be acceptable:
72 dpi image for video display or Internet use.
150 dpi image for use in a newspaper ad.
250 dpi image for a magazine ad.
300-600 dpi image for brochures or billboards.

8. Alterations/Corrections: Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

9. Prepress Proofs: The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. with corrections," or "revised proof required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is printed per the customer's O.K.; or
- request for changes are communicated orally.

10. Press Proofs: Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

11. Color Proofing: Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

12. Over-runs or Under-runs: Over-runs or under-runs will not exceed 10% of the quantity ordered. The provider will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

13. Customer's Property: The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

14. Delivery: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the completed order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

15. Production Schedules: Production schedules will be established and followed by both the customer and the provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay time incurred.

16. Customer-furnished Materials: Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. The specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, files, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates. A formal purchase agreement or other agreement should accompany any digital file. A hard copy proof of that file should also be provided.

17. Outside Purchases: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. Terms/Claims/Liens: Payment is net cash 30 calendar days from the date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19. Liability:

(1) **Disclaimer of express warranties;** provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, digital files and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. Customer assures that images content is at the proper resolution for the reproduction using the designated process.

(2) **Disclaimer of implied warranties;** the provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

20. Indemnification: The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

(1) **Copyrights.** The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

(2) **Personal or economic rights.** The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

- promptly notifies the customer of legal action; and
- gives the customer reasonable time to undertake and conduct a defense.

(3) **Logo Design/Artwork.** Original Impressions, LLC (the provider), reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law. The provider makes no claim of having done a national search for any logos similar to the one(s) presented, or in any way guarantees there are not similar, or identical logos in existence anywhere, or selected by our client(s). The undersigned agrees to hold harmless Original Impressions, LLC, in the case of a possible copyright infringement pertaining to any logos designed or developed by Original Impressions, LLC.

21. Storage: The provider will retain intermediate materials until related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

22. Taxes: All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "exemption certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.

23. Telecommunications: Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

Other trade custom issues

Archiving: Archiving of files should be contracted. All digital files should be named according to an agreed method by all parties in the work flow, and archived on a computer or some removable media if it is intended to be saved or reused. If a provider has contracted with the supplier to archive their files for a defined period of time, the supplier is responsible for recreating or supplying those files if they are lost or damaged within that period of time. If the original material is no longer available for use, the supplier may be liable for some form of financial restitution to the client for the value of that work. An advance determination of the value of that work and a commitment for payment will be negotiated in advance.

Versions: Versions of files should be clearly named or clearly dated. Old versions or unnecessary files should be deleted or erased from any storage media. Costs incurred by the mistaken use of improperly identified or poorly labeled files provided by a client and the costs to recreate the work may be charged to the client. The parties shall negotiate such charges in advance.

Mailing Lists: Mailing lists provided by the customer are the responsibility of the customer in terms of accuracy and deliverability. Customer's mailing lists are the exclusive property of the customer and shall be used only at the customer's instructions. The provider shall provide reasonable protection against the loss of a customer's list, including adequate backup procedures for all files and programs. The provider shall pay for the cost of replacing such lists in the event of systems failure, loss by fire, vandalism, theft, or other such causes (excluding destruction of the list due to customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

Postage: Quotations do not include postage. The mailer will notify the customer in writing, via fax, or by e-mail of the required postage as soon as this amount is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. While the provider will make every effort to provide the customer with an accurate estimate of required postage, the mailer is not responsible for additional postage charges if the rate of postage changes due to the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. The mailer reserves the right to hold mailings where sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for the mailer to complete the mailing prior to the agreed upon mail date.

Third Parties: When contracting with an intermediary such as a broker, ad agency, or reseller for work on behalf of their clients, the mailer will hold the intermediary fully responsible for timely payment of invoices and for related collection costs, legal fees and interest. This will be done without regard to whether the intermediary has been paid by their client for services rendered.