

RESOLUTION NO. 2021- 117

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN LEE TOFANELLI AND ASSOCIATES, INC., VINELAND, NEW JERSEY AND THE CITY OF VINELAND

WHEREAS, the City of Vineland has entered into a Professional Services Agreement with Lee Tofanelli and Associates, Vineland, New Jersey (LTA) for professional public relations and website services for the City of Vineland dated February 13, 2019 (PSA): and

WHEREAS, the term of the PSA was for one year with a renewal period of one year at a cost of \$6,650.00 per month for services specified in a proposal dated January 11, 2019 plus an additional cost of \$1,625.00 per month for website development, maintenance and management as further specified in a proposal dated January 11, 2019, for a total yearly fee of \$99,300; and

WHEREAS, since the launch of the new City of Vineland Website and 5 additional departmental websites, LTA has been asked to perform additional services as outlined in the change order proposal and letter dated January 25, 2021 attached hereto and made a part hereof.

WHEREAS, the PSA also had a cap of \$12,000.00 for reimbursements of extra services requested and since the date of the PSA, costs of services, including fees for outside provider costs have increased beyond that which was expected and the unanticipated costs incurred totals \$5,687.90 for PO No. 20-03598 and such costs could not have been anticipated; and

WHEREAS, City Council finds that proper public relations services, including website maintenance, advertisement, commercials and other forms of public address provides an excellent tool for economic development, creation of tax ratables and job creation, all in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute an Amendatory Supplemental Change Order No. 1 to the Professional Services Agreement by and between the City of Vineland and Lee Tofanelli and Associates, Inc. Vineland, New Jersey increasing the monthly retainer from \$1,625.00 to \$2,125.00 per month for a total yearly fee of \$105,300.00 and remove the limitation on reimbursements for additional services contained in paragraph 3 of the contract and that the cost for any additional services requested by the City shall be outlined in a proposal to be submitted by LTA.

BE IT FURTHER RESOLVED that PO No. 20-03598 in the amount of \$5,687.90 be paid as unanticipated and necessary costs incurred as part of the services requested by the City of Vineland

BE IT FURTHER RESOLVED that the balance of the Professional Services Contract dated February 13, 2021 not hereby amended shall remain in full force and effect.

Adopted:

President of Council

ATTEST:

City Clerk



Lee Tofanelli and Associates, Inc.

DATE: January 25, 2021

TO: Miguel Mercado

FROM: Lee Tofanelli

RE: 2021 Contract Renewal For Marketing and Public Relations Services

Dear Miguel:

When the 2019 RFP for Marketing Services was issued by the City of Vineland, website maintenance services were not included in the request. Since LTA had been performing these services under a change order to our 2018 contract, we included an addendum to our proposal to provide website maintenance service based on the existing infrastructure for the six websites and the volume of content changes being requested during the first seven months after the websites were launched.

Over the past two years, the website platform infrastructure has expanded, and the scope of work requested by the various city departments has steadily increased. While this growth is critical to ensuring that the city maintains a dynamic user-friendly website, it does require additional agency time and resources be devoted to infrastructure maintenance and content development. Additionally, fees for website hosting services, operating system applications, and back-end security protocols are expected to increase over the next year. In order to cover these added costs, we are proposing an increase of \$500.00 to the monthly website maintenance retainer which is reflected in the attached proposal addendum.

I thank you for your consideration.

Sincerely,

LEE TOFANELLI
President

Enc.

cc Richard Tonetta, Esq.
Michael Benson, Esq.

PROPOSAL COST AND DETAILED FEE STRUCTURE

Based on the Scope of Services outlined in this Request For Proposal, Lee Tofanelli and Associates, Inc. would propose a monthly retainer of \$6,650.00,* which would encompass all of the requested services, including, but not limited to:

- **Marketing and Advertising Services**
- **Public Relations**
- **Social Media Management**
- **Search Engine Optimization**
- **Copywriting**
- **Media Consulting**
- **Constituent Services**
- **Administrative/Secretarial**

For services the City of Vineland may request beyond the scope of those listed in the 2019 Request For Proposal, LTA will bill on a mutually agreed upon per project basis. Media placed on behalf of the city will be billed at cost plus a commissionable rate of 15%. Project costs for services such as printing; art direction and design; and audio, video, and film production will be estimated in advance for client approval. Invoices are presented on a monthly basis and are net 30 days.

* Following the launch in 2018 of the new City of Vineland website, and five ancillary department websites including Economic Development, Health, Municipal Utilities, Police, and Fire, LTA was awarded a change order to the existing contract to manage the six new websites. Although these tasks were not delineated in the 2019 Request For Proposal, LTA is prepared to continue providing these services for a monthly retainer of \$2,125.00, which would include the following:

- **Perform Regular Monthly Maintenance and Infrastructure Updates for the Six Individual Websites.**
- **Manage Existing Content on the Six Individual Websites as Requested by the Various Departments.**
- **Develop and Implement New Content for the Six Individual Websites as Requested by the Various Departments.**
- **Prepare and Review Website Performance Analytical Data.**



GOODS & SERVICES CONTRACT

THIS AGREEMENT, made this 13th day of February in the year 2019 by and between THE CITY OF VINELAND, in the County of Cumberland, New Jersey, a municipal corporation, hereinafter **City**, and

Hereinafter "**Contractor**", **Lee Tofanelli and Associates, Inc.**
616 Landis Avenue
Vineland, NJ 08360

City Contract # & Title: - **C19-0018**
Marketing, Advertising, Promotional, and
Public Relations/Constituent Consulting Services

WITNESSETH: that **City** and **Contractor**, for the consideration hereinafter named, covenant and agree as follows:

1. **The Contractor**, pursuant to a duly published notice to bidders, request for proposals and written proposal received by the **City** on **January 11, 2019**, and Resolution **No. 2019-54** of the **City** accepting said proposal **February 12, 2019**, which includes written proposal, and resolution are herein incorporated by reference thereto, agrees to furnish the services required by said request for proposals and in accordance with said written proposal submitted by Contractor and to otherwise comply with all requirements contained therein.
2. **The Contractor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof or its right, title or interest therein, without first receiving the written consent of the Mayor, City Council and/or Purchasing Agent of the City of Vineland.
3. As consideration for the **Contractor** complying with the terms, covenants and conditions herein, the Contractor shall charge the **City**, fees as stated and awarded per **Resolution No. 2018-42** adopted on **January 30, 2018**, for an amount not to exceed **\$99,300.00** for specified services based upon time and material so specified in the proposal. The **Contractor** shall also be reimbursed for any additional services in an amount not to exceed **\$12,000.00**.
4. **The Contractor** and **City** agree that time is of the essence in the faithful performance of this Contract and that all Contractor's obligations shall be concluded in accordance with the resolution and proposal for a contract period beginning **February 1, 2019 to January 31, 2020 with option to renew for three (3) additional one (1) year terms**.
5. Should the **Contractor** fail to carry out the terms of this Contract as herein prescribed, the **City** may cancel or rescind this Contract in its entirety and serve said notice addressed to **Contractor's last known mailing address** to complete the Contract. Nothing contained herein, however, shall prevent City from pursuing whatever other remedies it may have at law, including but not limited to the forfeiture of Contractor's bid deposit. The **City** or the **Contractor** may terminate this contract upon written notice to the other.

6. The **Contractor** hereby agrees to indemnify and save harmless the **City** from and for any damages or injury, including death and/or property loss for which it may become liable by reason of any negligence or carelessness on the part of the **Contractor**, or on the part of its successors, assigns, agents, servants, or employees from the action of the elements, or from any unforeseen or unusual difficulty, obstruction or obstacles encountered in the prosecution of the work or from improperly guarding any and all portions of the work, or of the private or public property which might be endangered by reason of the performance of the work.
7. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

Employment Information Report AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

8. **Political Contribution Disclosure**. This contract has been awarded to Lee Tofanelli and Associates, Inc., based on the merits and abilities to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, the undersigned does hereby attest that Lee Tofanelli and Associates, Inc., its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made any contribution of money or any other thing of value, including in-kind contributions that are reportable pursuant to City Ordinance and the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Cumberland, City of Vineland, NJ; if a member of that political party is serving in an elective public office of the City of Vineland, County of Cumberland, NJ the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Vineland, County of Cumberland, NJ when the contract is awarded.

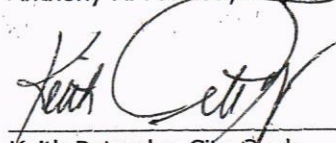
9. **IN WITNESS WHEREOF**, the parties named herein have hereunto set their hands and seals and the day and year first above written, pursuant to attached resolution.

ATTEST:

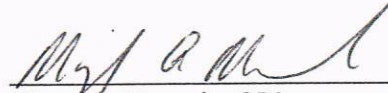
The City of Vineland



Anthony R. Fanucci, Mayor



Keith Petrosky, City Clerk

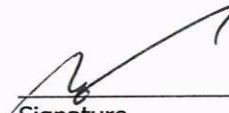


Miguel A. Mercado, QPA
Purchasing Agent

Lee Tofanelli and Associates, Inc.

LEE TOFANELLI - PRESIDENT

Name & Title- (please print or type)



Signature

Date FEBRUARY 25, 2019