

CONTRACT RENEWAL

#4928-21-DH

Date: June 28, 2021

Supplier: CPC Neutek LLC

Project: 1st Year Contract Renewal for Bulk Mailing Services

Congratulations, you have been awarded the 1st year renewal option for contract #4928-21-DH **Bulk Mailing Services**, dated June 28, 2021.

The Contractor shall provide to City of Grand Junction the products and/or services set forth in the Contract Documents dated October 28, 2019 for Solicitation No. 4721-19-DH for Bulk Mailing Services, as per the original contract documents. This renewal shall cover the entire 2021 calendar year.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff Jr., Senior Buyer- City of Grand Junction

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: CPC NEUTEK

By: Melissa Archer - Colorado Printing Company/Cfl Solutions Melissa Archer - Colorado Printing Company/C

Title: Area Sales Manager

7/14/2021 | 16:14 MDT
Date:



4721-19-DH

CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this <u>28th</u> day of <u>October</u>, <u>2019</u> by and between the <u>City of Grand Junction</u>, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>CPC Neutek LLC</u> hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Firm shall furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required to provide the required bulk mailing services for the Owner.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services required to provide bulk mailing services to the Owner;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

<u>Contract Documents</u>: It is agreed by the parties hereto that the following list of instruments, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions/Scope of Services etc.
- c. Service Change Requests (directing that changed services be performed);
- d. Change Orders.

ARTICLE 3

<u>Contract Work:</u> The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to provide bulk mailing services described, set forth, shown, and included in the Contract Documents.

ARTICLE 4

<u>Contract Time:</u> The initial term of this contract shall begin November 1, 2019 and go through the 2020 calendar year. The awarded Firm and the Owner agree that this contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted Fee Proposal from the Firm's E-mail. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 7

<u>Contract Binding:</u> The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision

shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: Duane Hoff Jr., Senior Buyer - City of Grand June Hoff Jr., Senior Buyer

Duane Hoff Jr., Senior Buyer

Date

CPC Neutek LLC

Mulissa Ardur - (pc Mutik 10/25

500EAMAGESSALE - CDC Neutek Area Sales Manager Date 10/29/2019 | 09:37 MDT

Melissa Archer - Cpc Neutek

City of Grand Junction Bulk Mailing Contract Pricing

	500	1000	2500	5000	10000	15000	20000	30000	4000	0	50000
Post card rates 4 X 6 5 X 7 5.5 X 8.5 6 X 9 UP TO 6 X 11 ESTIMATE NUMBER 126794-2	\$ 154.59 \$	168.75	\$ 201.56	\$ 225.00	\$ 300.00	\$ 384.38	\$ 468.75	\$ 609.38	\$ 768.75	5 \$	928.13
Letter Rate or Self Mailer Mailing Services Any Letter Rate Mailing that meets aspect ratio between 4 X 6 and 6 X 11 size including #10 envelopes Tabbing is additional depending on the number of tabs Inserting is additional ESTIMATE NUMBER 126794	\$ 171.19 \$	168.75	\$ 223.06	\$ 254.19	\$ 332.00	\$ 425.38	\$ 498.00	\$ 674.38	\$ 850.75	5 \$	975.25
Flat Rate Mailing Services Above 6 X 11 in any direction Less than .25 inch thick Does need to meet aspect ratio ESTIMATE NUMBER 126794-1 Tabbing is additional	\$ 215.00 \$	236.00	\$ 285.00	\$ 325.00	\$ 446.00	\$ 579.00	\$ 712.00	\$ 978.00	\$ 1,244.00) \$	1,510.00

POSTAGE IS ADDITIONAL AND BASED ON THE SATURATION OF THE LIST

POSTAGE WILL DROP OUT OF THE GRAND JUNCTION BMU FOR BEST POSTAL DISCOUNTS

EDDM MAILINGS MAY BE SUBJECT TO LIST PURCHASE FOR ROUTES AND WILL REQUIRE ADDITIONAL QUOTES ANYTHING NOT FITTING INTO THE ABOVE CATEGORIES WILL REQUIRE ADDITIONAL QUOTING PRICING GOOD FOR 6 MONTH WHEN THE CONTRACT WILL BE RE EVALUATED BASED ON VOLUMES