



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 10th day of January, 2022 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Publication Printers, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner accept Quotes for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as RFQ-4974-22-SH Official Visitor Guide.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

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

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, 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, drawings, 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. Solicitation Documents for the Project and all Addenda; **RFQ-4974-22-SH**;
- c. Contractors Response to the Solicitation
- d. Change Orders.

ARTICLE 2

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 3

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Twenty Thousand Five Hundred Twelve dollars and Fifty cents (\$20,512.50) for 25,000 Visitor Guides.** 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 Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 4

Contract Binding: The Owner and the Contractor 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 Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor 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.

ARTICLE 5

Severability: 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 in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Susan Hyatt
Title: Senior Buyer

1/10/2022
Date

PUBLICATION PRINTERS

DocuSigned by:
By: Jacob Garlick
Title:

1/10/2022
Date



Purchasing Division

REQUEST FOR QUOTE

RFQ-4974-22-SH

OFFICIAL VISITOR GUIDE

Emailed Responses Due:

December 8, 2021 prior to 2:30 P.M.

*****Submittal by EMAIL is required for this quote*****

Purchasing Representative:

Susan Hyatt, Senior Buyer

970-244-1513

susanh@gjcity.org

*****Submittal by EMAIL is acceptable for this quote*****

1. INSTRUCTIONS/CONDITIONS:

- 1.1 The City of Grand Junction (City) is soliciting competitive quotes from qualified and interested companies for all required labor, equipment, and materials for printing of the Official Visitor Guide.
- 1.2 Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.3 All price quotes must be made on the Quote Form attached.
- 1.4 Questions regarding the Scope of Work or specifications shall be sent via email to the Purchasing Representative. All questions will be answered in a formal Addendum by the Purchasing Representative. Quotes shall acknowledge receipt of all addenda in their response.
- 1.5 The City of Grand Junction is exempt from State retail and Federal tax. Prices submitted must be net, exclusive of taxes.
- 1.6 Unless otherwise specified, all quotes shall be binding for sixty (60) calendar days following the opening date.
- 1.7 Each Contractor (quoter) by submitting a quote certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all quotes shall be rejected if there is evidence or reason for believing that collusion exists among quoters.
- 1.8 This Request for Quote, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Quoter.
- 1.9 All Contractors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA).
- 1.10 The Contractor certifies that it does not and will not during the performance of the contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 1.11 In the event of failure of the Contractor to deliver products/materials in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the products/materials from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

2. SCOPE OF WORK:

- 2.1 The successful Contractor will perform bulk printing services to produce the full color Official Visitor Guide. The Visit Grand Junction (VGJ) Official Visitor Guide serves as an inspirational guide for visitors and an in-market authority on the best things to see and do in the Grand Valley. The awarded Contractor shall cooperate with the VGJ advertising agency and/or the VGJ designated representative. The advertising agency will supply the Printer with all preparation artwork.
- 2.2 The following specifications are an attempt to give as much detail as possible for pricing of the intended product.
- 2.2.1 **Quantity:** Provide quotes for 15,000, 20,000 and 25,000
- 2.2.2 **Color:** Provide pricing for a 4 color process/4 color process (cmyk + spot varnish) with bleeds.
- 2.2.3 **Paper:** Two types of paper will be used for the Guide:
- 2.2.3.1 **COVER:** 80# Gloss Cover with an offline flood soft touch UV
- 2.2.3.2 **BODY:** 60# No. 3 Matte Text
- 2.2.4 **Size:** Finished size will be vertical-oriented 8" x 10'5". Final product is 56 interior pages plus 4 pages of cover, for a total of 60 pages.
- 2.2.5 **Finishing:** Perfect bound.
- 2.2.6 **Proofs:** Quotes shall include
- 2.2.6.1 Two (2) rounds of high-quality digital proofs to be delivered to VGJ or its designated representative. Proof must include a sample of the requested cover paper.
- 2.2.6.2 Specify cost of each additional proof.
- 2.2.6.3 A press check shall be required. Representatives of both VGJ and its advertising agency may attend.
- 2.2.7 **Packing:** Guides shall be packed in boxes of *exactly 100 Guides per box with no filler material. Each shall not exceed 40 Lb.* Each box shall be labeled; "Grand Junction 2022 Official Visitor Guide". Each box shall specify quantity. **Failure to comply with this mandatory requirement may be grounds for contract termination.**
- 2.2.8 **Delivery:** VGJ expects to provide the final file to the awarded Contractor the first week of January 2022. Given this information, please state on the Quote Form your estimated date for delivery of finished product to City Stores, 333 West Avenue, Bldg C, Grand Junction, CO 81501. A loading dock is available at this location.

2.2.9 Terms: Net 30 for all materials accepted.

2.2.10 Tentative Calendar of Events:

RFQ available on or about	November 17, 2021
Question deadline	November 30, 2021
Addendum posted	December 1, 2021
Quotes due by email	December 8, 2021
Award expected	Late December 2021
Contract begins	Early January 2022

QUOTE FORM

This form must be used for your response. Failure to comply shall result in your disqualification as a contender for this purchase.

RFQ-4974-22-SH

OFFICIAL VISITOR GUIDE

1) **Cost:** 15,000 guides delivered FOB Grand Junction, CO* \$ _____ each**
\$ _____ total extended**

20,000 guides delivered FOB Grand Junction, CO* \$ _____ each**
\$ _____ total extended**

25,000 guides delivered FOB Grand Junction, CO* \$ _____ each**
\$ _____ total extended**

*Freight prices include shipments to City of Grand Junction Warehouse (333 West Avenue, Bldg C Grand Junction, CO 81501)

****Prices above include proofs (Specifications Section 2.2.6.1).**

2) Specify cost of additional proofs, if requested:

Digital proof for color matching (2.2.6.1) _____

Each additional proof (2.2.6.2) _____

3) Please provide your estimated date of delivery for finished product: _____

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the vendor to ensure all Addenda have been received and acknowledged.

DATE _____

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the City if the invoice is paid within _____ days after the receipt of the

invoice. The Owner reserves the right to consider any such discounts when determining the quote award that are no less than Net 10 days.

- The undersigned certifies and agrees that this quote is submitted in accordance with all applicable Federal, State, County, and City laws.
- Standard Payment terms are N30.

(Company Name – Typed or Printed)

(Phone Number)

(Address)

(Authorized Dealer Agent – Typed or Printed)

(City, State, and Zip Code)

(Authorized Agent Signature)

(email Address of Agent or Sales Contact)



Purchasing Division

ADDENDUM NO. 1

DATE: November 30, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Official Visitor Guide RFQ-4974-22-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

Question 1. Section 2.2.2 **Color:** provide pricing for a 4 color process/4 color process (cmyk + spot varnish). The coating you are using is a FLOOD soft touch coating, not a spot coating.

Answer: It has been determined the specification will not be changed at this time. Please quote per the published spec. Changes can be made after award.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Susan J. Hyatt". The signature is written in a cursive style and is positioned above the printed name.

Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado

QUOTE FORM

This form must be used for your response. Failure to comply shall result in your disqualification as a contender for this purchase.

RFQ-4974-22-SH

OFFICIAL VISITOR GUIDE

- 1) **Cost:** 15,000 guides delivered FOB Grand Junction, CO* \$ 0.9851 each**
\$ 14,777⁰⁰ total extended**
- 20,000 guides delivered FOB Grand Junction, CO* \$ 0.88 each**
\$ 17,601⁰⁰ total extended**
- 25,000 guides delivered FOB Grand Junction, CO* \$ 0.8205 each**
\$ 20,513 total extended**

*Freight prices include shipments to City of Grand Junction Warehouse (333 West Avenue, Bldg C Grand Junction, CO 81501)

**Prices above include proofs (Specifications Section 2.2.6.1).

2) Specify cost of additional proofs, if requested:

Digital proof for color matching (2.2.6.1) 2 included *

Each additional proof (2.2.6.2) \$300⁰⁰ each

- 3) Please provide your estimated date of delivery for finished product: Print till February when the Paper will arrive

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1

It is the responsibility of the vendor to ensure all Addenda have been received and acknowledged.

DATE 12/1/21

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of N/A percent of the net dollar amount will be offered to the City if the invoice is paid within N/A days after the receipt of the

invoice. The Owner reserves the right to consider any such discounts when determining the quote award that are no less than Net 10 days.

- The undersigned certifies and agrees that this quote is submitted in accordance with all applicable Federal, State, County, and City laws.
- Standard Payment terms are N30.

Publication Printers'
(Company Name – Typed or Printed)

303-936-0303
(Phone Number)

2001 So Platte River Drive
(Address)

Jacob Garelik
(Authorized Dealer Agent – Typed or Printed)

Denver, Co 80223
(City, State, and Zip Code)

Jacob Garelik
(Authorized Agent Signature)

jacobgarelik@publicationprinters.com
(email Address of Agent or Sales Contact)