



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 1st day of June 2023 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 **CPCNeutek** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS the Owner advertised sealed Proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as the **Printing of the Official Visitor Guide RFP-5212-23-DD**.

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 Work specified in the Notice of Award, in accordance with the Contract Documents.

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

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 including all Addenda: **Printing of the Official Visitor Guide RFP-5212-23-DD**.
- c. Notice of Award
- d. Firm's Response to the Solicitation
- e. Work Change Requests (directing changed work be performed);
- f. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Firm 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 Solicitation Document.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Service under the Contract on the date this Contract is fully executed, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Firm's Proposal.

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 Work specified in the Contract Documents, the **lump sum** of **One Hundred Seventy-Five Thousand Six Hundred Ninety-One and 00/100 Dollars (\$175,691.00) consisting of:**

150,000 printed visitor guides inclusive of paper with Soft Touch Laminate @ \$1.17127 each totaling \$175,691.00.

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 another 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 6

Contract Binding: The Owner and the Firm each bind itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of 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 7

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 affected 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 on 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

DocuSigned by:
By: Duane Hoff Jr.
9F789E7D30F14BC...
Duane Hoff Jr., Contract Administrator

6/1/2023
Date

CPCNeutek

DocuSigned by:
By: Mike Antonucci
BE2EE08108CE4D4...
Mike Antonucci, President

6/1/2023
Date



NOTICE OF AWARD

Date: June 1, 2023
Company: CPCNeutek
Project: Printing of the Official Visitor Guide RFP-5212-23-DD

CPCNeutek has been awarded the City of Grand Junction Contract for the Printing of the Official Visitor Guide (RFP-5212-23-DD) for a lump sum fee of **\$175,691.00** for 150,000 visitor guides: 80# Matte Cover using Soft Touch Laminate and body 60# No. 3 Matte Text.

Please notify Kim Machado, Visit Grand Junction at 970-256-4050 or via email kimm@gjcity.org for project scheduling. Send the current certificate of insurance to the City Purchasing Division in accordance with the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

9F789E7D50F12BC
Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: CPCneutek
By:  Mike Antonucci
BE2EE08T08CE4D4...
Title: President
Date: 6/1/2023



**Request for Proposal
RFP-5212-23-DD**

**Printing of the Official Visitor Guide
for the City of Grand Junction**

2023 Official Grand Junction Visitor Guide

RESPONSES DUE:

April 7, 2023, prior to 2:00 PM

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

NOTE: All City solicitation openings will be held virtually.

PURCHASING REPRESENTATIVE:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction on behalf of Visit Grand Junction (VGJ). All contact regarding this RFP is to be directed to the Purchasing Agent.

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

All questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional Firms to provide set-up, production, and delivery of the full color 2023 Official Visitor Guide.
- 1.3 Pre-Bid Meeting:** There is no pre-bid meeting to be held for this Project.
- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.5 Compliance:** All Offerors submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.6 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) is contracting.
- 1.7 Submission:** See Section 5.0 for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Submittals that fail to follow this format may be ruled non-responsive.

Solicitation Opening for Printing of the Official Visitor Guide for the City of Grand Junction RFP-5212-23-DD Apr 7, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/362969301>

You can also dial in using your phone.

Access Code:

362-969-301

United States:

[+1 \(571\) 317-3112](tel:+15713173112)

Join from a video-conferencing room or system.

Meeting ID:

362-969-301

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

362969301@67.217.95.2 or 67.217.95.2##362969301

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.
- 1.9 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.10 Acceptance of Proposal Content:** The selected proposal shall become Contract Documents. Failure of the successful Offeror to accept these obligations in a Contract shall result in cancellation of the award and such vendor shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the Firm.
- 1.11 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Offeror has not taken exceptions, and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the proposal and contract documents.
- 1.13 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after Contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of

proprietary information places it in the public domain. Only submittal information clearly identified with the words “**Confidential Disclosure**” and uploaded as a separate document may establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with CORA, the request shall be reviewed and decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.

- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate the City’s right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following requirements.
- Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter a Contract with the Owner.
- 1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only to avoid disclosure of process. All proposals shall be open for public inspection after the Contract is awarded.
- 1.17 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may be present. Only the name(s) and business address of the proposing Offerors will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner’s RFP requirements. Failure to do so may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. The Contract Documents are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under a Contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract Documents. Upon receipt of written notice that the Service(s) is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Service(s) performed in accordance with the Contract Documents. The Service(s) performed by the Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firm in the same or similar type of Service(s) in the applicable community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss.
- 2.7. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the

Contract Documents. A Change Order/Amendment is a written order to the Firm signed by the Purchasing Agent issued after the execution of the contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.

- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract Documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the Contract Documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Firm of its present responsibility to maintain the high quality, integrity, and timeliness of its services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.12. Assignment:** The Firm shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be performed or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Request or Proposal.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding

between the Owner and Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Firm agrees to:
- 2.20.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.20.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
 - 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.22. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce

shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.

- 2.25. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.
- 2.26. Indemnification:** Firm shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, Sub-Firm or supplier in the execution of, or performance under, any Contract which may result from proposal award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.27. Independent Firm:** The Firm shall be legally considered an independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request for Proposal.
- 2.32. Governing Law:** Any agreement as a result of responding to this Request for Proposal shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

- 2.33. Expenses:** Expenses incurred in preparation, submission, and presentation to this Request for Proposal are the responsibility of the Firm and cannot be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal 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 proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.41. Multiple Offers:** If an Offeror submits more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Offer". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating Firms. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other

jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.43. Definitions:

- 2.43.1.** “Offeror” and/or “Proposer” refers to the person or persons legally authorized by the Firm to make an offer and/or submit a response (fee) proposal in response to the Owner’s RFP.
- 2.43.2.** The term “Services” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3.** “City” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative(s). Based on such observations and the Firm’s Application for payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm and/or Sub- Firm, or any of its agents or employees, or any other persons performing any of the Service(s).
- 2.43.4.** “Firm” is the person, organization, or Firm identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specifications and Drawings, Scope of Services, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.5.** “Sub-Firm is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Firm or its authorized representative.

- 2.44. Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or Sub-Firms having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS
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3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

**TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) each occurrence and
TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) per job aggregate.**

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interest provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:**

**TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) each occurrence and
TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) aggregate**

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of:**

TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Service. The policy shall contain a severability of interest provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The successful Offeror will perform bulk printing services to produce the full-color 2023 Official Grand Junction Visitor Guide. Visit Grand Junction (VGJ) produces the Official Grand Junction Visitor Guide, which serves as an inspirational guide for visitors and potential residents and is an in-market authority on the best things to see and do in the Grand Junction area. The awarded Offeror shall cooperate with the VGJ advertising agency and/or the VGJ designated representative. Following award, VGJ advertising agency will supply the Firm with all preparation artwork.
- 4.2. Purpose:** The purpose of this RFP is to obtain proposals from qualified professional Firms to provide set-up, production, and delivery of the full color 2023 Official Visitor Guide.
- 4.3. Schedule:** VGJ's designated advertising agency will deliver the materials to the Firm after award. Anticipated delivery of the first minimum 21,000 Visitor Guides will be required by May 31, 2023.
- 4.4. Specifications/Scope of Services:** The following specifications are an attempt to give as much detail as possible for pricing of the intended product. Pricing shall be submitted on the supplied Response Form in Section 7.
- 4.4.1. Quantity:** The Offeror shall provide pricing for 150,000, 160,000, 170,000 and 180,000 guides.
- 4.4.1.1.** Guides shall be printed and delivered in one run or quarterly. The Offeror shall indicate in the response if guides will be printed in one run or quarterly. If quarterly, the first delivery must be a minimum of 21,000 guides. If Offeror cannot meet the required minimum quantity in the first run, include maximum number of guides which can be delivered.
- 4.4.2. Color:** Provide pricing for a 4-color process/4 color process (CMYK + spot finish) with bleeds.
- 4.4.3. Paper:** Two types of paper will be used for the Guide:
- 4.4.3.1. Cover:** 80# Gloss Cover with a flood Soft Touch Aqueous or Soft Feel/Touch UV coating or soft touch lamination. Minimum 13 BCM size roller is required for Soft Touch Aqueous. A roller that provides more coating is also acceptable. The coating shall provide a velvety texture and feel to the cover surface. The coating shall comply with all applicable regulations and standards related to health, safety, and environmental

protection and shall not contain any substances that are hazardous to human health or the environment. Offerors may request a sample of the required Soft Touch coating cover from the Owner.

Response shall include if more than one application of the soft touch aqueous will be applied and the additional cost. Offeror shall include capability and options of all possible cover applications, including the cost of each.

Note: Indicate the type of cover coating that will be applied and include the cost in the Solicitation Response Form. If using Soft Touch Aqueous, indicate the cost, separately, of the second coating per quantity listed in Section 7.0.

4.4.3.2. BODY: 60# No. 3 Matte Text

4.4.3.3. SAMPLES: A hard copy sample cover paper adhering to the above requirements shall be submitted prior to the virtual bid opening on April 7, 2023. Samples are to be sent directly to:

Dolly Daniels
City of Grand Junction Purchasing Division
910 Main St.
Grand Junction, CO 81501

Failure to provide the requested cover paper sample may result in the Offeror being removed from consideration for this RFP.

4.4.4. Size: Finished size shall be vertical-oriented 8" x 10.5". Final product is 64 interior pages plus 4 pages of cover, for a total of 68 pages.

4.4.5. Finishing: Perfect bound.

4.4.6. Proofs:

4.4.6.1. Two (2) rounds of high-quality digital print proofs shall be delivered to VGJ or its designated representative.

4.4.6.2. Specify cost of each additional proof.

4.4.6.3. A press check shall be **required**. Representatives of VGJ and VGJ designated advertising agency may attend. Approval by the representatives for the soft-touch cover coating is required at press. Approval must be given by the representative for each step of the multi-layer process, with the most important being the final application result.

4.4.7. Production Remote Conference: After delivery of final artwork, it is mandatory for production representatives from the Firm, VGJ, and the advertising agency discuss the timelines for the 2023 Official Visitor Guide.

4.4.8. Packing: Guides shall be packed in boxes of *exactly 75 Guides per box. Filler material is acceptable. Each box shall not exceed 35 Lb.* Each box shall be labeled: *“Grand Junction 2023 Official Visitor Guide”*. Each box shall specify quantity.

4.4.9. Delivery: State in Section 7 on the Solicitation Response Form the estimated date for delivery of first minimum 21,000 visitor guides (finished product) to City Stores, 333 West Ave, Bldg. C, Grand Junction, CO 81501. A loading dock is available at this location.

4.5. Special Conditions & Provisions:

4.5.1. Pre-Bid Meeting: There is no pre-bid meeting to be held for this Project.

4.5.2. Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed.

4.5.3. Price: Pricing shall be established as **“a quantity rate in accordance with the Solicitation Response Form”** and shall include but not be limited to all remaining design and contract administration, labor, travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Firm shall submit its pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

All pricing will be considered by the Owner to be negotiable.

4.5.4. Laws, Codes, Rules, and Regulations: Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.5.5. Project Schedule: Offeror shall include a project schedule with the proposal for the minimum 21,000 guides being completed by May 31, 2023.

4.5.6. 4.4.6 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by “Notice of Award”. All Exhibits and Attachments included in the RFP shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.5.7. Project Manager/Administrator: The Project Manager, on behalf of Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services. The Visit Grand Junction Project Manager for this Service is:

Kim Machado, Administrative Specialist
970-256-4050
kimm@gjcity.org

Elizabeth Fogarty, Director
970-256-4052
elizabethf@gjcity.org

4.5.8. Contract Administrator: The Contract Administrator for the Project is Duane Hoff, Jr., who can be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.6. Contract Term: Contract shall commence upon award and will run for a period of twelve (12) months. The awarded Firm and Owner agree that this Proposal or subsequent contract, upon mutual agreement of the Firm and Owner, may 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.

4.7. RFP Tentative Time Schedule:

- | | |
|---|------------------------|
| • Request for Proposal available: | March 17, 2023 |
| • Inquiry deadline, no questions after this date: | March 27, 2023 |
| • Addendum Posted: | March 28, 2023 |
| • Submittal deadline for proposals: | April 7, 2023 |
| • Owner evaluation of proposals: | April 10 - 14, 2023 |
| • Final selection: | April 17, 2023 |
| • City Council Approval (If required): | May 3, 2023 |
| • Contract execution: | May 4, 2023 |
| • Services begins no later than: | Upon Notice to Proceed |
| • Minimum first 21,000 | May 31, 2023 |

4.8. Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A** to **G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Firm’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe the Firm’s interpretation of the Owner’s objectives about this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a time schedule for completion of the Consultant’s plan and an estimate of time commitments from Owner staff.
- D. References:** Provide a minimum of three (3) **references** that can attest to the Firm’s experience in projects of similar scope and size. Please also summarize the projects completed with these references include client name, contact person, address, telephone number, and email address.
- E. Solicitation Response Form:** Offeror shall complete and submit the attached Solicitation Response Form with its proposal.

- F. **Pricing Proposal:** Provide the pricing proposal, as stated in Section 4.5.3 Pricing, using the Solicitation Response Form found in Section 7.
- G. **Additional Data (optional):** Provide any additional information which will aid in evaluation of the Firm’s qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team shall review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 **Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Firm’s ability to provide the Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

<p>The following collective criteria shall be worth 90%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (20) (Consultant has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all its requirements, including all forms and substance.) • Understanding of the Project and Objectives (20) (Consultant’s ability to demonstrate a thorough understanding of the City’s goals pertaining to this specific project.) • Experience (20) (Consultant’s proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (30) (Consultant has provided a clear interpretation of the City’s objectives regarding the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
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<p>The following criteria shall be worth 10%</p> <ul style="list-style-type: none"> * Fees (10)

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, supplier, or service provider in determining a final award(s), if any.

The Owner may undertake negotiations with the top-rated Firm and will not negotiate with lower-rated Firms unless negotiations with higher-rated Firm have been unsuccessful and terminated.

- 6.3 **Oral Interviews:** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.

6.4 Award: Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all the information submitted and/or oral presentations, if required, in selecting the project Firm.

**SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5212-23-DD**

“Official Visitor Guide”

Offeror must submit entire Form completed, dated, and signed.

1) Cost:

150,000 guides delivered FOB Grand Junction, CO* \$ _____ each**
If using Soft Touch Aqueous with second coating \$ _____ per 150,000
\$ _____ total extended**
Amount **written** _____ dollars.

Type of Cover Coating _____

160,000 guides delivered FOB Grand Junction, CO* \$ _____ each**
If using Soft Touch Aqueous with second coating \$ _____ per 160,000
\$ _____ total extended**

Amount **written** _____ dollars.

Type of Cover Coating _____

170,000 guides delivered FOB Grand Junction, CO* \$ _____ each**
If using Soft Touch Aqueous with second coating \$ _____ per 170,000
\$ _____ total extended**

Amount **written** _____ dollars.

Type of Cover Coating _____

180,000 guides delivered FOB Grand Junction, CO* \$ _____ each**
If using Soft Touch Aqueous with second coating \$ _____ per 180,000
\$ _____ total extended**

Amount **written** _____ dollars.

Type of Cover Coating _____

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

** Prices above include proofs (Specifications Section 4.4.6.).

2) Specify cost of additional proofs, if requested:

Digital proof for color matching (4.4.6.1) _____

Amount written _____ dollars.

Each additional proof (4.4.6.2) _____

Amount written _____ dollars.

3) Provide estimated delivery schedule quantity and date(s) for finished product:

If the minimum quantity of 21,000 finished product cannot be delivered by May 31, 2023, please indicate reason:

The Owner reserves the right to accept any portion of the work to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is Consultant and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide Services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Consultant to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies it is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer about supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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 Offeror to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Sub-Contractor</u>	<u>Description of Service to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with any other Offeror or with any competitor.



Purchasing Division

ADDENDUM NO. 1

DATE: March 28, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-5212-23-DD Printing of the Official Visitor Guide for the City of Grand Junction

Offerors 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 clarifications:

- Question:** It mentions varnish, do the interior pages require spot gloss varnish?
Answer: The interior pages do not require spot gloss varnish.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

Cover Letter : Exhibit A

CPCNeutek is interested in providing a proposal for the City of Grand Junction Visitor Guide since we take pride in where we live and what we do and we want to support the community in the best way we know how – producing high quality work that represents our Western Colorado life...

CPCNeutek is a commercial printing, mailing, and packaging company located at 2800 Printers Way , Grand Junction, CO 81506. CPCNeutek (formerly CPC Solutions or Colorado Printing Company) was founded as a letterpress shop in 1947 here in Grand Junction... We acquired a second location in Ogden Utah to add Large Format and Flexo to our offerings. Most commercial print and finishing happens in our Grand Junction, CO facility

CPCNeutek currently employs 80 full or part time people locally who help in our facility in Grand Junction, CO.

The individual who would be managing your account is the same person who manages the mailing services and other printing services for Mesa County and the City of Grand Junction (various departments and Rec district)

Melissa Archer – Muncaster
Contact Cell – 970-261-8781
email : Melissa.archer@cpcneutek.com

She has lived and worked with CPC in Mesa County since 2001

The project manager for your project would be :
Carolyn is our in house project manager and has been in printing for over 30 years.

Carolyn Johnson
970-683-7863
email: Carolyn.Johnson@cpcneutek.com

Alternate Contacts are Owner/Partners of our company

Mike Antonucci - mike.antonucci@cpcneutek.com
Mandy Hansen - mandy.hansen@cpcneutek.com

Qualifications/ Experience/ Credentials – Exhibit B

CPC Neutek has the following printing / laminating/ uv coating / bindery equipment below (there is more – this is just specific to your job) – which could be used the production of your job. We have a 76-year history in the grand valley of running this equipment and producing high quality publications . I personally have over 22 years of experience in this field with an understanding of our equipment and problem-solving capabilities in the print industry.

ROLL TO SHEET CONVERTING SYSTEM:

Maxson Dual Knife Rotary Sheeter. 62-inch roll capacity with four towers and waste extraction system. - Greatly reduces waste while improving press efficiencies!!

OFFSET PRESSES:

2016 HEIDELBERG SX 102 8 COLOR PERFECTOR WITH AQ COATER

- Sheet size of 28" X 40" straight or perfecting. Max image area of 27.5 X 39" (straight or perfecting) Maximum thickness – 24pt
- Continuous feed and delivery system – eliminates changing loads and wasting paper
- PerfectJacket impression cylinders are silicon coated titanium
- Automatic register control, plate clamping and wash-up central control
- Automatic InkLine distribution system
- Inking system temperature control for optimized conditions
- Prinect Image Control – "Next Generation"

UV COATERS: TEC LIGHTING XTRACOAT

- Maximum Width - 29" / Flood Coat UV ULTRA 205A
- Maximum Width - 20.5" / Flood Coat UV SC102A
- Maximum Width - 28 x 40" / Spot UV Coating

BINDERY:

- 2 - Polar 115 Cutting systems with 8 inch throat and COMPUCUT
- ST400 saddle stitcher / booklet maker 6 Pocket with 1 hand feed option
- 3 - Heidelberg continuous folders. One with gatefold capabilities
- Kolbus 22 pocket perfect binder
- Bostitch Stitcher
- 20 Tower collator
- Roll label applicator
- Tec Lighting MegaCoat 45" UV Coater
- Tec Lighting XC29-1-3A UV Coater
- Heidelberg 6 pocket + cvr ST90 Stitcher
- Heidelberg Stahlfolder RD66 6/6/4
- Stahl Folder 1220C-4-P-3
- Polar 115ED Cutter
- Polar 78 ES Cutter
- Rollem 40" TR Score and perf machine
- LEDCO Laminator
- D&K Accumlam 27 x 40 single-sided & double-sided Laminators

Exhibit C : Strategy and Implementation Plan

If the City chooses CPCNeutek to be its provider – AND – depending on which option, they select : (CPC is offering 4 different options for the cover (all interior options are the same)). See uploaded pricing spreadsheet for easiest breakdown for purchasing. CPC is offering bids on 1 pass aqueous - 2 pass aqueous – Soft Feel UV coating on the cover – and Soft Touch Laminate (highest end product)

CPCNeutek is proposing an alternate offering than what may have been done in the past – in an effort to be more competitive price wise while still achieving the desired goal on the covers for the city.

CPCNeutek is offering a paper purchase (to guarantee the paper price on this contract for the quantity purchased) – The city would purchase the paper in advance directly (at .425 per book) – essentially creating a pass through on the paper (with CPCNeutek receiving no mark up on the paper stock) . This paper needs to be purchased up front (at the signing of the contract). CPCNeutek will only charge the City for the printing and coating and binding – the City will pay for the paper directly (either as a pass through or to the Paper Manufacturer directly depending on what works best at the time.) CPCNeutek will store the paper for the duration of the contract.

CPCNeutek will print this job quarterly for the city to meet their needs – this will ensure less storage needs for the city – and give a more just in time scenario. If changes are needed at one of the quarterly printings – CPCNeutek can accommodate changes in the guides for the city – (for additional pre-press costs if changes are substantial)

CPCNeutek understands that the City is trying to achieve a comprehensive guide to our Grand Valley area – while also offering a high end and kinesthetic feel to our guide. The better the soft touch feel on the guide cover – the better the total experiential package will be for the end user.

Upon signing of the contract – and receipt of payment for the paper in advance- CPC will order the interior stock (we have enough cover stock on hand for this job) - There has been a 1-to-3-week delay in stocks being available in the quantities for this job

It is possible we can make the deadline of the 21000 pieces by May 31st (BUT NO WAY GUARANTEED) – if the needed interior stock is easily available . If there is a delay in the receipt of the paper – any delay will be dependent on the delay of the stock arriving. Production capacity is available – stock availability for the interior sheets is what could potentially be the delay.

Assuming print ready files are received no later than May 4th – CPC will output and produce inkjet Matchprint for approval by May 8th - assuming final signed off approval by May 10th – CPC will schedule the press check on the covers no later than the following week – City contacts will be welcome to come and see the interior signatures on press as well if they so choose.

A press check is usually around 1 to 2 hours for the Visitor Center team to come and review – Since the visitor center is approximately 5 minutes from our facility – we anticipate minimal time needed for review on press.

Exhibit D: References for complex projects :

Enstrom Toffee

Dan Lively – 970-261-1596 – dlively@enstrom.com

Innovative Textiles

Todd King – 970-683-6758 - jking@powerpro.com

Direct Response Group

Samantha Timlick -stimlick@drghq.com

City of Montrose Visitor Guide

Lisa L. Kuczmariski, MPA - Office of Business and Tourism - lkuczmariski@cityofmontrose.org

Soft touch aqueous
1 or 2 pass

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5212-23-DD
"Official Visitor Guide"

Offeror must submit entire Form completed, dated, and signed.

1) Cost:

150,000 guides delivered FOB Grand Junction, CO* \$.9752 each**
If using Soft Touch Aqueous with second coating \$ 146,270.00 per 150,000
\$.0239 ea (2nd pass ag) total extended**
Amount written One hundred forty six thousand two hundred seventy dollars.

Type of Cover Coating 1 pass - line item ea for 2nd pass

160,000 guides delivered FOB Grand Junction, CO* \$.9702 each**
If using Soft Touch Aqueous with second coating \$ 155,231.00 per 160,000
\$.0253 ea (2nd pass ag) total extended**

Amount written One hundred fifty five thousand two hundred thirty one dollars.

Type of Cover Coating 1 pass - line item ea for 2nd pass

170,000 guides delivered FOB Grand Junction, CO* \$.9659 each**
If using Soft Touch Aqueous with second coating \$ 164,196 per 170,000
\$.0253 ea (2nd pass ag) total extended**

Amount written One hundred sixty four thousand one hundred sixty six dollars.

Type of Cover Coating 1 pass - line item each for 2nd pass

180,000 guides delivered FOB Grand Junction, CO* \$.9620 each**
If using Soft Touch Aqueous with second coating \$ 173,152 per 180,000
\$.0248 ea (2nd pass ag) total extended**

Amount written One hundred seventy three thousand fifty dollars.

Type of Cover Coating 1 pass - line item each for 2nd pass

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

** Prices above include proofs (Specifications Section 4.4.6.).

Alternate offer
Soft feel UV

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5212-23-DD
"Official Visitor Guide"

Offeror must submit entire Form completed, dated, and signed.

1) Cost:

150,000 guides delivered FOB Grand Junction, CO* \$ 1.009 each**
If using Soft Touch Aqueous with second coating \$ 151,395 per 150,000
\$ _____ total extended**
Amount written One hundred fifty one thousand three hundred ninety five dollars.
Type of Cover Coating soft feel uv

160,000 guides delivered FOB Grand Junction, CO* \$ 1,004 each**
If using Soft Touch Aqueous with second coating \$ 160,695 per 160,000
\$ _____ total extended**
Amount written One hundred sixty thousand six hundred ninety five dollars.
Type of Cover Coating soft feel uv

170,000 guides delivered FOB Grand Junction, CO* \$ 1.000 each**
If using Soft Touch Aqueous with second coating \$ 169,991 per 170,000
\$ _____ total extended**
Amount written One hundred sixty nine thousand nine hundred ninety one dollars.
Type of Cover Coating soft feel uv

180,000 guides delivered FOB Grand Junction, CO* \$.9960 each**
If using Soft Touch Aqueous with second coating \$ 179,291 per 180,000
\$ _____ total extended**
Amount written One hundred seventy nine thousand ninety one dollars.
Type of Cover Coating soft feel uv

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

** Prices above include proofs (Specifications Section 4.4.6.).

2) Specify cost of additional proofs, if requested:

Digital proof for color matching (4.4.6.1) \$ 180 - 16 pages

Amount written One hundred eighty dollars.

Each additional proof (4.4.6.2) _____

Amount written _____ dollars.

3) Provide estimated delivery schedule quantity and date(s) for finished product:

Quarterly once we have stock

If the minimum quantity of 21,000 finished product cannot be delivered by May 31, 2023, please indicate reason:

depends on stock availability at time of order

The Owner reserves the right to accept any portion of the work to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is Consultant and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide Services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Consultant to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies it is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer about supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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 Offeror to ensure all Addenda have been received and acknowledged.

Alternate offer.
Soft Touch Laminate

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5212-23-DD

"Official Visitor Guide"

Offeror must submit entire Form completed, dated, and signed.

Cost:

150,000 guides delivered FOB Grand Junction, CO* \$ 1,1713 each**

If using Soft Touch Aqueous with second coating \$ 175,691 per 150,000

\$ total extended**

Amount written One hundred seventy five thousand six hundred ^{minty} _{one} dollars.

Type of Cover Coating Soft touch laminate

160,000 guides delivered FOB Grand Junction, CO* \$ 1,1462 each**

If using Soft Touch Aqueous with second coating \$ 186,591 per 160,000

\$ total extended**

Amount written One hundred eighty six thousand five hundred ^{minty} _{one} dollars.

Type of Cover Coating Soft touch laminate

170,000 guides delivered FOB Grand Junction, CO* \$ 1,1617 each**

If using Soft Touch Aqueous with second coating \$ 197,486 per 170,000

\$ total extended**

Amount written One hundred ninety seven thousand ^{four} _{hundred} ^{eighty} _{six} dollars.

Type of Cover Coating Soft touch laminate

180,000 guides delivered FOB Grand Junction, CO* \$ 1,1577 each**

If using Soft Touch Aqueous with second coating \$ 208,388 per 180,000

\$ total extended**

Amount written ^{Two (MKAM)} ~~One~~ hundred eight thousand three hundred ^{eighty} _{eight} dollars.

Type of Cover Coating Soft touch laminate

ht prices include shipments to City of Grand Junction Warehouse (333 West Ave, Unit C Grand Junction, CO

1)

es above include proofs (Specifications Section 4.4.6.).

CPC Neutek

Company Name - (Typed or Printed)

Melissa Archer Muncester

Authorized Agent Signature

2800 Printers Way

Address of Offeror

Grand Junction CO 81506

City, State, and Zip Code

Melissa Archer Muncester

Authorized Agent - (Typed or Printed)

970-261-8781

Phone Number

melissa.archer@cpcneutek.co

E-mail Address of Agent

4/5/2023

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

Name & address of Sub-Contractor	Description of Service to be performed	% of Contract

The undersigned Offeror acknowledges the right of the City to reject all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with any other Offeror or with any competitor.

4 PRICING OPTIONS – CITY OF GRAND JUNCTION VISITOR GUIDE

		150000	160000	170000	180000	
With SOFT TOUCH	paper	\$63,750.00	\$68,000.00	\$72,250.00	\$76,500.00	Paper is pre – purchase by the city – will be billed as a pass through or to paper company directly Print will be completed in Grand Junction by CPCNeutek.
	print	\$82,520.00	\$87,231.00	\$91,946.00	\$96,652.00	
	total	\$146,270.00	\$155,231.00	\$164,196.00	\$173,152.00	
	Price Each	\$0.9751	\$0.9702	\$0.9659	\$0.9620	
2 PASSES SOFT TOUCH	paper	\$63,750.00	\$68,000.00	\$72,250.00	\$76,500.00	Difference 1 pass to 2 passes for aqueous coating \$3,583.00 \$4,044.00 \$4,304.00 \$4,468.00 0.0239 0.0253 0.0253 0.0248
	print	\$86,103.00	\$91,275.00	\$96,250.00	\$101,120.00	
	total	\$149,853.00	\$159,275.00	\$168,500.00	\$177,620.00	
	Price Each	\$1.00	\$1.00	\$0.99	\$0.99	
SOFT FEEL UV	paper	\$63,750.00	\$68,000.00	\$72,250.00	\$76,500.00	
	print	\$87,645.00	\$92,695.00	\$97,741.00	\$102,791.00	
	total	\$151,395.00	\$160,695.00	\$169,991.00	\$179,291.00	
	Price Each	\$1.009	\$1.004	\$1.000	\$0.996	
SOFT TOUCH LAMINATE	paper	\$63,750.00	\$68,000.00	\$72,250.00	\$76,500.00	
	print	\$111,941.00	\$118,591.00	\$125,236.00	\$131,888.00	
	total	\$175,691.00	\$186,591.00	\$197,486.00	\$208,388.00	
	Price Each	1.1713	1.1662	1.1617	1.1577	

