



**Bill To**

## Vendor



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT is made and entered into this 6<sup>th</sup> day of February 2025, 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 **The Master's Touch, LLC**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS the Owner advertised that sealed Proposals would be received for furnishing all that is required for the provision of the Service(s) described by the Contract Documents, referred to herein as the **Utility Billing Printing & Mailing Services RFP-5524-24-KF**.

WHEREAS, the Owner has awarded the contract to the above-named Contractor, which has demonstrated its readiness, willingness, and ability to provide the Service(s) specified in the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to 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, 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 the said instruments, and documents taken together as a whole constitute the Contract between the Parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of the contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents, including all Addenda: **Utility Billing Printing & Mailing Services (RFP-5524-24-KF)**
- c. The Contractor's Response to the Solicitation
- d. Service Change Requests (directing changed service(s) to be performed)
- e. Change Orders

f. Amendments

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 Service(s): The Contractor agrees to furnish all relevant costs and aspects of the process, including but not limited to labor, materials, equipment, printing, perforating, folding, envelope stuffing, insertion, meetings, conference calls, travel expenses, permits, fees, and any other associated costs/task necessary for the successful execution of the Service(s) described, set forth, shown, and included in the Contract Documents.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept the rates outlined in the Contractor's submitted proposal as full and complete compensation for the performance and completion of all services specified in the Contract Documents. If this Contract contains unit price pay items, the Contract price shall be adjusted by the actual quantities of items completed and accepted by the Owner at the unit prices. The Contract Price has been duly appropriated by the Grand Junction City Council for the use and benefit of these Services. The Contract Price shall not be modified except by a formal Amendment or another written directive issued by the Owner. The Owner shall not issue an Amendment or other written directive that requires additional services to be performed, which services cause the aggregate amount payable under this Contract to exceed the amount appropriated for each project or event, unless and until the Owner provides the Contractor written assurance that lawful appropriations to cover the costs of the additional services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner following the Solicitation.

ARTICLE 5

Contract Binding: The Owner and the Contractor 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 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. Specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

ARTICLE 6

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 Contractor 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:  
  
9F789E7D50F14BC...

By: \_\_\_\_\_

Duane Hoff Jr., Contract Administrator

2/6/2025

\_\_\_\_\_

Date

The Master’s Touch

Signed by:  
  
D084C414B157497...

By: \_\_\_\_\_

Jim Coté, President

2/6/2025

\_\_\_\_\_

Date



## **Request for Proposal**

**RFP-5524-25-KF**

### **Utility Billing Printing & Mailing Services**

#### **RESPONSES DUE:**

December 30, 2024, before 1:00 p.m. (Mountain Time)

**Accepting Electronic Responses Only**

**Submitted Through the**

**Rocky Mountain E-Purchasing System (RMEPS)**

**<https://www.bidnetdirect.com/colorado/city-of-grand-junction>**

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

**NOTE: All City solicitation openings will be held virtually,  
information is in Section 1.8.**

#### **Purchasing Agent:**

Kathleen Franklin

**[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)**

970-244-1513

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## Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communication regarding this solicitation, including those about process, specifications, or project scope, must be in writing to the Purchasing Agent. Any communication directed to other City personnel may result in disqualification of the proposer's submission.

- 1.4. **Purpose:** The City of Grand Junction, Colorado is actively seeking proposals from specialized professional firms with the capacity to efficiently handle high-volume, time-sensitive documents to provide Utility Billing Printing and Mailing Services. Services shall be provided under the terms and conditions provided in this RFP.
- 1.5. **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Proposers, by submitting a proposal, commit to adhere to all terms and conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to understand the requirements clearly, or should it appear that various instructions conflict, the Proposer(s) shall secure instructions from the Purchasing Agent before the submittal deadline.



- 1.7. Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.8. Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, Utility Billing Printing & Mailing Services, RFP-5524-25-KF  
December 30, 2024, 1:00 p.m. (America/Denver)**

**Please join the meeting from a computer, tablet, or smartphone.**

<https://meet.goto.com/683916357>

**Dial in using a phone.**

Access Code: 683-916-357

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**Join from a video-conferencing room or system.**

Meeting ID: 683-916-357

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 683916357@67.217.95.2 or 67.217.95.2##683916357

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

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

- 1.9. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer 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.
- 1.11. Collusion Clause:** The Proposer, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.12. Gratuities:** The Proposer shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Proposal and/or an award of a Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the



award of a Contract. If the firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

- 1.13. Ethics:** No Proposer shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.14. Altering Proposals:** Any alterations made before the opening date and time must be initiated by the Proposer. Proposals may not be altered or amended after the submission deadline.
- 1.15. Multiple Offers:** If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The Owner reserves the right to make the award in the best interest of the Owner.
- 1.16. Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Proposer for ninety (90) days following the submittal deadline date, and only before award.
- 1.17. Exclusions:** No oral, telephonic, emailed, or facsimile proposal will be considered.
- 1.18. Contract Documents:** The Contract Documents consist of the complete solicitation and the Proposer's response. Solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).
- 1.19. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services/Work and Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. Questions received after the deadline may not be addressed.
- 1.20. Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Proposer to accept the obligations in the Contract may result in cancellation of the award and such Proposer may be removed from future solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the "Consultant," or "Firm."
- 1.21. Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. A Proposer(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.22. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for the award. A Proposer that takes exception to the specifications does so at the Proposer's risk. The Owner reserves the right to accept or reject any or all

substitutions or alternatives. When offering substitutions and/or alternatives, the Proposer must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible for performing in strict accordance with the Contract Documents.

**1.23. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **“Confidential Disclosure”** and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Proposer(s) intends to be treated as confidential or proprietary must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Proposer will 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.

**1.24. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Proposer 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 in the materials marked as “Confidential Material.” Disqualification of a proposal does not eliminate the City’s right.

**1.25. Minimal Standards for Responsible Prospective Proposers:** The Proposer must affirmatively demonstrate its responsibility. To meet the minimum requirements, a prospective Proposer:

- 1.25.1.** Possess adequate financial resources or the ability to secure such resources to ensure the firm’s solvency and project capacity. Refer to Section 5.0.G for information.
- 1.25.2.** Demonstrate the ability to comply with the required or proposed schedule. Provide documentation of past projects completed within the last two years, including a comparison of original schedules to actual completion dates, and an explanation of the methods used to manage and mitigate delays.
- 1.25.3.** Show a satisfactory performance record on projects of similar scope and size.
- 1.25.4.** Maintain a satisfactory record of integrity and ethical practices.

**1.25.5.** Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.

**1.25.6.** Ensure that its/his/her Proposal(s) comply with the requirements provided in the "Preparation and Submittal of Proposals."

**1.26. Disqualification of a Proposer:** A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is proposing, and possession of the necessary financial and other resources to complete the proposed Service/Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Proposer and Proposal:

**1.26.1.** More than one Proposal is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and

**1.26.2.** Evidence of collusion among Proposers. Any participant in such collusion shall not receive recognition as a Proposer for any future Service/Work of the Owner until such participant has been reinstated as a qualified Proposer.

**1.27. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

**1.28. Sales and Use Taxes:** The Firm and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of sales and use tax on materials, fixtures, and equipment.

**1.29. Federal Taxpayer Identification Certificate:** Successful Proposer(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

**1.30. Public Opening:** The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, representatives, and interested people may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing Proposer(s) 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 Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. A Proposer shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of 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 the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Service 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 Contract Documents intend 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 contained herein.
- 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 Service(s). 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 necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. 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/Work:** The Firm shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services/Work under the Contract.
- 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. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, 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 under the Contract Documents. The Service(s) performed by the

Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the 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. 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. A Change Order/Amendment is a written order to the Firm signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.7. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment to the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.8. Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Firm are found by the Owner to be non-conforming to the terms of the Contract, the Firm shall promptly correct such issues. The Firm shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its 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 right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.11. 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.
- 2.12. 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 as required by law.

- 2.13. 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.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Proposer and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the performance of such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.16. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation proposal response may be rejected in whole or in part when it is in the best interest of the City.
- 2.17. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.18. 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
  - 2.19.1.** 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.
  - 2.19.2.** 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.



- 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.20. 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.
- 2.21. Failure to Deliver:** In the event of failure of the Firm to perform under the Contract, 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.
- 2.22. 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 at any time under the terms thereof.
- 2.23. 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.
- 2.24. Indemnification:** The 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, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.25. 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 benefit(s) 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 to its employees.



- 2.26. Ownership:** All documents, plans, concepts, and work prepared under the Contact, *etc.*, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.27. Patents/Copyrights:** The Firm agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Firm for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.28. Governing Law:** The Contract and/or any agreement(s) as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.29. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.30. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*
- 2.31. 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 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 under Colorado law.
- 2.32. 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.
- 2.33. Default:** The Owner reserves the right to terminate the Contract if the Firm fails to meet delivery or completion schedules, or otherwise fails to perform under the terms of the Contract. In the event of a breach or default, the Owner is authorized to procure similar services from an alternate firm and to hold the defaulting Firm responsible for any additional costs incurred to complete services for the project or property.

- 2.34. Piggyback:** Agreements resulting from this solicitation are intended primarily for the Owner. However, other governmental entities may be extended the opportunity to utilize the awarded Contract, contingent upon the agreement of the successful Proposer and the participating agencies. All participating entities must adhere to the specifications, terms, conditions, and contract prices established within the agreement. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required.

It is understood and agreed that the City is not a legally binding party to any contractual agreement made between another governmental entity and the Firm as a result of this solicitation. The City shall not be held liable for any costs or damages incurred by any other entity.

**2.35. Definitions:**

- 2.35.1.** “Agency,” “Consultant” or “Firm” is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Firm, or its authorized representative(s).
- 2.35.2.** “City” or “Owner” is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.35.3.** “Contract Sum” is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.
- 2.35.4.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Firm as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

- 2.35.5.** “Key Personnel” designates the crucial individual(s) from the entity or Firm essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project’s specific scope of work.
- 2.35.6.** “Proposer” refers to the person(s) legally authorized by the Agency or Firm to make an offer and/or submit a response fee proposal in response to the solicitation.
- 2.35.7.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 2.35.8.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
- 2.35.9.** “Subcontractor” is a person(s) or organization that has a direct contract with the Agency to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

## **Section 3.0: Insurance Requirements**

The selected Contractor/Firm agrees to procure and maintain, at its own expense, comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor/Firm’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor/Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor/Firm shall procure and maintain and shall ensure that any subcontractors, if applicable, also procure and maintain, the insurance coverage specified below. All insurance policies shall be maintained in forms and with insurers acceptable to the Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor/Firm under the Contract. For any claims-made policies, the Contractor/Firm shall secure appropriate retroactive dates and extended reporting periods to ensure continuous coverage. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

**Workers’ Compensation and Employers’ Liability:** The Firm shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.

- (a) **General Liability** with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence, and

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply 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 contain a severability of interest provision.

- (b) **Errors and Omissions Liability**

ONE MILLION DOLLARS (\$1,000,000) per occurrence, and

TWO MILLION DOLLARS (\$2,000,000) aggregate.

- (c) **Cyber Liability Insurance with a minimum:**

TWO MILLION (\$2,000,000)

- (d) **Technology Errors and Omissions Liability with a minimum:**

TWO MILLION DOLLARS (\$2,000,000) per occurrence, and

TWO MILLION DOLLARS (\$2,000,000) aggregate.

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

ONE MILLION DOLLARS (\$1,000,000) each accident

Concerning each of the Contractor/Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

- (f) **Workers Compensation and Employers' Liability:** The Broker/Firm shall, at its own expense, comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Broker/Firm agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

- 3.1. Additional Insured Endorsement:** The policies required by paragraphs (a), (d), and (e) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, 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 City Utilities Department is responsible for water and wastewater services, which include delivering high-quality drinking water and irrigation water to customers and collecting and treating wastewater in a manner that is protective of public health and the environment.

The Utilities Department is organized into two main divisions: Water Services and Wastewater Services. The Water Services division includes the water supply, treatment, distribution, irrigation, and utility billing functions. The Wastewater Services Division includes wastewater collection, treatment, industrial pretreatment, and environmental laboratory functions. Utility Billing/Customer Service is included within the Utilities Department.

The Utility Billing Division is responsible for managing approximately 39,000 utility accounts. Within the City sewer boundary, there are approximately 1,555 septic systems, targeted for completion of the existing sewer improvement districts by 2041. As these improvements are made, the number of utility customers is expected to grow.

The Utility Billing software used is NorthStar, a division of Harris Computer Systems. The City of Grand Junction utilizes Customer Connect for comprehensive customer account management, billing and payment processing, e-billing, and online payment solutions.

The City operates five (5) billing cycles per month billing a combination of water, wastewater, trash service, and irrigation, with each cycle processing approximately 3,500 to 9,900 bills, which varies depending on the billing cycle. Bills are sent out weekly, and the first week of the month includes two billing cycles.

For the 2024 fiscal year, prices are as follows:

Statement	Included in the processing fee
#9 Envelope	\$0.034
#10 Envelope	\$0.038
Processing	\$0.093
Postage	Varies by weight, and USPS rates, billed at actual cost

- 4.2. Scope of Services:** Utility Billing requires an end-to-end solution that integrates the utility billing system with bill printing and mailing services, ensuring a seamless experience from bill generation to delivery. The City is soliciting proposals from specialized firms with expertise in handling high-volume, time-sensitive documents efficiently. The selected firm must possess the experience, resources, and advanced technology necessary to provide comprehensive printing and direct mailing services for utility billing invoices. The Firm must be equipped with printing technology, mailing equipment, and software solutions to ensure accurate, timely, and cost-effective delivery of utility bills.

**4.2.1. Receiving Information:**

- 4.2.1.1. Receive multiple electronic PDF files from the City containing the billing information for each customer. The file size ranges from 120,000 KB to 165,000 KB and will be transferred via a secure FTP site provided by the Firm.
- 4.2.1.2. The electronic file shall be provided by the City between noon and 3:00 P.M. on Thursdays.
- 4.2.1.3. Inserts will be transmitted to the Firm, as needed.

**4.2.2. Print and Mail Bills:**

- 4.2.2.1. Print the bills (invoices) for each service address
- 4.2.2.2. Print suppression for customers who receive bills in the e-billing platform.
- 4.2.2.3. Fold the bills, add occasional inserts, and stuff the documents into envelopes.
- 4.2.2.4. Mail the bills to the appropriate customer mailing addresses.
- 4.2.2.5. Envelope printing is also included in this contract.
- 4.2.2.6. Field formatting should not be required.
- 4.2.2.7. Each invoice has an OCR Scanline using OCR-A or OCR-B font.
- 4.2.2.8. Late and/or final billing notices will be included in the weekly batches and do not require special handling.
- 4.2.2.9. Weekly batches are typically processed every Thursday, with an additional batch processed at the first of each month.

**4.2.3. Monthly Utility Bill Details**

- 4.2.3.1. The City currently processes an average of 39,000 utility bills per month.
- 4.2.3.2. The bill template is established in the existing Utility Billing software.

**4.2.3.3.** Static content is blank.

**4.2.3.4.** Utility customers are required to remit payment within two weeks of the “Bill Date.”

**4.2.3.5.** Each mailed piece consists of:

- One Bill for each service address within a billing cycle, consolidated into a single mailing envelope for the account name and mailing address on file.
  - Required printing and folding
  - Size: 8-1/2 inch by 11-inch
  - Printed on one side (simplex)
  - Primarily in black ink, with any “past due” text highlighted in ADA-compliant red ink for emphasis.
  - The detachable section for return with payment must feature the City logo in the upper right corner. The City logo should use PMS colors: 2925 blue and 576 green. A CMYK build is acceptable, provided it is approved by the City.
  - White 20 LB bond paper.
  - No backer
- Inserts: Provided by various City departments, these inserts contain information about special projects or upcoming events. They come in various sizes and content formats and are required in almost every billing cycle.
  - Requires both printing and folding.
  - Sizes: various sizes, including 1/3 page; 1/2 page, and full page
  - Printed simplex (one side) or duplex (both sides), as required
  - Generally black ink, but occasionally use CYMK
  - White 20 LB bond paper
  - All costs must be transparently documented and provided
- Return Envelope: One white #9 envelope with a security tint inside, printed in black ink on both sides (back flap only), if applicable. Refer to the attachment for the window location.



- Mailing Envelope: One generic #10 envelope, printed in black ink on one side. Refer to the attachment for the window location.

- 4.2.3.6.** Exclude the return envelope for customers identified on the bill as making online payments in each billing cycle. This designated group, which consists of approximately 6,600 customers, will not be provided in a separate file. The Firm is required to flag these customers for no return envelope.
- 4.2.3.7.** The Firm shall place the bill, any applicable insert(s), and the #9 return envelope (if applicable) in the #10 mailing envelope, and then seal the envelope.
- 4.2.3.8.** Bundle and prepare mail to qualify for carrier route discounts, complete the necessary paperwork, and deliver to the Post Office.
- 4.2.3.9.** Ensure that bills are maintained in exact order throughout the entire processing workflow.

#### **4.2.4. Compatibility and System Requirements**

- 4.2.4.1.** The awarded Firm shall provide a comprehensive automated printing system that is fully compatible with all existing City-owned computer equipment and software.
- 4.2.4.2.** The Firm must be able to accept electronic PDF files in a format that City systems can produce.
- 4.2.4.3.** Ensure the system is scalable, with the ability to easily accommodate growth and the flexibility to adapt to changing needs and increased demand.
- 4.2.4.4.** Data synchronization capabilities to ensure seamless integration and real-time data updates between the Firm's system and the City's systems
- 4.2.4.5.** Provide detailed information on system compatibility and any constraints, including hardware and software requirements, to ensure smooth integration with the City's infrastructure.
- 4.2.4.6.** Detail the security measures/protocols in place for data transfer and integration, ensuring adherence to the City's IT security policies. This includes encryption, access controls, and compliance with relevant data protection regulations.
- 4.2.4.7.** Guarantee high system reliability and uptime, with provisions for regular maintenance and technical support to minimize downtime and ensure continuous operation.
- 4.2.4.8.** Provide technical support and training for City staff to ensure efficient use and management of the system and reports.

#### **4.2.5. Firm Responsibilities**

- 4.2.5.1.** Warehouse and maintain an inventory of #10 window envelopes, #9 return envelopes, and perforated statements as directed by the City. Acceptable perforations include both normal and micro, positioned 3-1/2" from the top edge. The City prefers a print-as-you-go approach to ensure up-to-date and accurate printing.
- 4.2.5.2.** Required to be USPS certified as a Full-Service provider.
- 4.2.5.3.** Required to have USPS certification as a Seamless provider.
- 4.2.5.4.** Required to obtain and comply with current USPS procedures, secure necessary permits and certifications, and actively pursue available postage discounts.
- 4.2.5.5.** The selected Firm must remain up to date with USPS rate announcements and any projected rate changes. Regular updates on postage usage must be provided, along with a minimum of 30 days advance notice of any anticipated changes to postage rates or USPS policies. Additionally, the Firm must ensure complete transparency by submitting detailed documentation of all pass-through costs associated with postage.
- 4.2.5.6.** Receive weekly electronic billing data in PDF format from the City.
- 4.2.5.7.** Add the return address barcode and the QR (Quick Response) tracking code to the bill.
- 4.2.5.8.** Print received billing data onto statements, add insert materials as required, fold statements and inserts (if required), and insert into #10 window envelopes along with a #9 return envelope and any other inserts as directed.
- 4.2.5.9.** Certify mailing address to ensure the list is accurate, complete, and conforms to postal standards. Utilize CASS (Coding Accuracy Support System) software to verify and correct address defects, including misspelled street names, missing directional indicators, incorrect suffixes, and other inaccuracies. This ensures the accuracy of mailing addresses and helps obtain the lowest possible postage rate.
- 4.2.5.10.** Implement the capability to process addresses through the NCOA (National Change of Address) dataset change-of-address records and provide address updates to ensure mailing list accuracy and up-to-date recipient information.
- 4.2.5.11.** The Firm shall have the ability to update and correct customer information upon the City's request and notification.
- 4.2.5.12.** Implement the most cost-effective mail sort processing methods to optimize efficiency and minimize postage costs.

- 4.2.5.13.** Strict adherence to the schedule to ensure timely delivery of bills to City utility customers is essential. The Firm must deliver bills to the Post Office within one working day of receiving the file. To meet this requirement, the Firm must provide a next-day mail service, ensuring that bills are postmarked and sent in the mail the following day.
- 4.2.5.14.** Send weekly copies of USPS mailing certificates by email to confirm acknowledgment of mailings.
- 4.2.5.15.** Submit a detailed weekly report specifying the exact number of pieces mailed.
- 4.2.5.16.** Provide comprehensive information on the quality control measures implemented to ensure accuracy and reliability in the mailing process.
- 4.2.5.17.** Establish mechanisms for the City to provide feedback on the process, service, or performance assessment, and a clear process for implementing changes and continuous improvements based on the evolving needs of the City.
- 4.2.5.18.** The selected Firm will be responsible for ensuring a seamless and secure transfer of both tangible and intangible assets to the City, either during or after the contract period. This includes but is not limited to, the transfer of digital files and any other assets critical to the provision of services. The transfer process must be executed efficiently while maintaining the integrity, confidentiality, and security of all assets.

#### **4.2.6. Data Security and Confidentiality**

- 4.2.6.1.** The Firm shall maintain the confidentiality of all data collected or processed in the administration of the Contract. Data shall not be released to any third party without prior written consent from the City.
- 4.2.6.2.** The Firm's system must comply with all relevant laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA).

#### **4.3. Special Conditions & Provisions:**

##### **4.3.1. Questions Regarding the Solicitation Process or the Scope of Services:**

Kathleen Franklin, Purchasing Agent  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

- 4.3.2. Invoicing:** The City shall be billed monthly based on the number of bills mailed during the billing period. Each invoice must include a detailed breakdown of the number of bills mailed per cycle, specifying the quantity, rate, and total amount for each cycle. Additionally, the invoice must provide all other relevant itemized details necessary for accurate verification and processing.

**4.3.3. Budget:** The City will establish an annual not-to-exceed budget allocation for services. This budget will be subject to revision each fiscal year based on the updated scope of services, including factors such as the number of utility bills and billing cycles.

**4.3.4. Fee/Price Proposal:** The services required shall be **“all-inclusive”** encompassing all relevant costs and aspects of the process, including but not limited to labor, materials, equipment, printing, perforating, folding, envelope stuffing, insertion, meetings, conference calls, travel expenses, permits, fees, and any other associated costs/task necessary for the successful execution of the services.

Provide a **not-to-exceed** cost using the Solicitation Response form found in Section 7.0. Furnish a comprehensive breakdown of standard rates, fees, and payment structures specific to the services provided. This breakdown should detail all direct charges and potential costs associated with the services including but not limited to paper, inserts, envelopes, reporting, NCOA fees, and delineation between the implementation vs. ongoing fees. Include any detailed and transparent breakdown of all rates, fees, and payment structures.

Postage must be transparently billed as a direct pass-through at the actual cost.

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

All fees and pricing will be subject to negotiation by the Owner.

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

**4.3.6. Contract:** A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Proposer’s response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City’s Purchasing Department’s acceptance of the proposal through a “Notice of Award.” All Exhibits and Attachments within the RFP are 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 and other laws as applicable.

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 Proposer and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer 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.

- 4.3.7. City Project Manager/Administrator:** The Project Manager will be responsible for approving and accepting all Work within the Scope of Services. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to:

Debi Overholt, Customer Service Supervisor  
City of Grand Junction Utilities  
PO Box 1809  
Grand Junction, CO 81502

- 4.3.8. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract during the time Services are provided will be directed to:

Duane Hoff, Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)  
(970) 244-1545

- 4.4. Contract Term:** The Contract will commence upon execution by both Parties, with services provided from February 19, 2025, through December 31, 2025. The awarded Firm and Owner may mutually agree to renew the Contract for up to three (3) additional one-year periods, contingent upon satisfactory performance and the appropriation of funds by the City Council. All renewals must adhere to the original Contract's terms, conditions, and fee structures, except postage, which will be billed at actual cost.

***Attached Documents:***

**Appendices\*** *if the link is not functioning, please try an alternate browser and refresh the page.*

**Appendix 1 – [Statement Sample](#)**

**Appendix 2 – [Blank Statement](#)**

**Appendix 3 – [Grand Junction Envelope Samples](#)**

***Tentative Calendar of Events:***

- Solicitation available November 26, 2024
- Inquiry deadline,  
no questions after this date December 12, 2024, close of business

- Final Addendum Posted December 17, 2024
- Submittal deadline for proposals December 30, 2025, before 1:00 pm
- Owner evaluation of proposals December 30, 2024 – January 8, 2025
- Interviews, if required January 16, 17, and 20, 2025
- Final Selection January 22, 2025
- City Council Approval February 5, 2025
- Contract execution February 20, 2025

## Section 5.0: Preparation and Submittal of Proposals

**Submission:** Each proposal shall be submitted in electronic format only, and must comply with HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jujction>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Proposers are encouraged to submit its proposal as early as possible, allowing enough time for technical difficulties that may be encountered in the BidNet ® system.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Proposer **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP should be a single PDF document containing all necessary information. Proposers must demonstrate an interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **H** as required by the Owner for proper comparison and evaluation:

### **Proposals should be limited to a maximum of 30 pages**

- A. Cover Letter:** A cover letter shall be provided that succinctly explains the Proposer’s interest and expertise in providing the Services outlined in this solicitation.

The cover letter shall contain the name, address, phone number, and email address of the person designated as the Firm’s principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Firm. The cover letter shall bear the signature of the person having proper authority to legally bind the Firm and specify the individual(s) role and signature authority. By submitting a response to this Solicitation, the Proposer agrees to all requirements herein.

- B. Qualifications, Experience, Credentials, and Capacity:** The proposal must highlight the Firm’s relevant experience, expertise, qualifications, and resources that demonstrate its ability to successfully fulfill the Scope of Services outlined in the solicitation. The response should also emphasize the Firm’s capacity to consistently meet established timelines and maintain high-quality standards.

Proposals must include background information on the Proposer’s principals and Key Personnel who will be dedicated to fulfilling the services and ensuring smooth operations. Key Personnel should include but are not limited to: Project Manager,



Account Manager, Production Manager, Data Processing Specialist, Quality Assurance Manager, Mailing Specialist, Customer Services Manager, etc. Including resumes, office locations, and relevant experience.

Provide comprehensive information on compliance with industry standards, quality management systems, sustainable practices or solutions, technology and innovation, flexibility and scalability, customer service and communication, and quality assurance policies. Incorporate any other pertinent aspects related to the services to ensure a comprehensive evaluation of the Proposer's capabilities.

- C. Strategy and Implementation Plan:** The Proposer is expected to provide a detailed description of its interpretation of the Owner's objectives outlined in this Solicitation. The proposed strategy or plan must detail how these objectives will be achieved, demonstrating the Proposer's capability to fulfill the Scope of Services. The plan should present a logical progression of tasks and efforts, starting with the initial steps and extending to a complete description of all proposed tasks, illustrating how the objectives will be accomplished.

Additionally, the Proposer should include value-added concepts that enhance the overall service offering, such as Communication Tools, Analytics and Reporting, Sustainable Solutions, Innovative Technologies, Customer Support, Cost Savings and Efficiency Processes, Data Security Measures, Exceptional Customer Service, and/or Business Continuity Planning.

The Proposer should also provide an implementation schedule that includes key milestones, deadlines, and deliverables, along with an estimate of the hours required from City personnel for implementation. This detailed plan will demonstrate the Proposer's ability to meet the City's objectives and deliver high-quality utility billing printing and mailing services

- D. References:** Provide a minimum of three (3) current references, preferably from municipal utility billing clients with similar bill volumes, who can attest to the Firm's experience in delivering services of comparable scope and size as outlined in the Scope of Services. **Include a summary of the services completed with the client's name, address, point of contact person, telephone number, email address, dates, description of services, identify what utility billing software is used, original annual budget, final cost, explanation of variation from original budget to final cost, etc.**
- E. Solicitation Response Form:** The Proposer shall complete and submit the attached Solicitation Response Form with its proposal.
- F. Fee/Pricing Proposal:** Complete and submit the Solicitation Response Form found in Section 7.0. Provide the fee proposal, as stated in Section 4.3.4.
- G. Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Firm, employees, or subcontractors of the Firm who may be providing Services to the City. The list shall include current litigation

and the status, and any matter(s) filed, settled, and/or otherwise adjudicated in the last five years. For each instance describe the underlying reason or cause of action, as well as the outcome or status.

- H. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the Services outlined in this RFP.

An unnecessarily elaborate response that exceeds what is necessary to provide a complete and effective proposal is discouraged. Unless explicitly requested in the RFP, the inclusion of elaborate artwork, corporate brochures, lengthy narratives, or other extraneous materials is neither required nor preferred.

## Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Proposer's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria, categories, and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Proposer, or service provider in determining a final award(s), if any.

### ***Evaluation Criteria and Weighted Values will be worth ninety (90) %***

- **Responsiveness of Submittal to the RFP (10) %**  
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Services and Objectives (20) %**  
Assessment of the Proposer's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, Credentials thirty (30) %**  
The Proposer's demonstrated expertise in the successful execution and delivery of comparable Services. The Proposer showcased the ability to exhibit the requisite skill levels, certifications, and all other essential competencies necessary to deliver the services.
- **Strategy & Implementation (30) %**  
Proposer has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. – Strategy and Implementation Plan for details.

### ***The following Criteria shall be worth ten (10) %***

- **Fees (10) %**  
All fees associated with the Services are provided and are complete and comprehensive.

- 6.4. Shortlisting Proposers:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Proposers for clarification of its proposal.
  - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.
- 6.5. Negotiations:** The City reserves the right to negotiate with the highest-rated Proposer(s) and will not engage in negotiations with lower-rated Proposer(s) unless negotiations with higher-rated Proposer(s) have been unsuccessful and are subsequently terminated. The selected Firm may submit revisions to its proposal, including but not limited to adjustments to price, best and final offer, and technical aspects, because of negotiations, if deemed in the best interest of the City.
- 6.6. Interview(s):** The Owner reserves the right to invite the highest ranked Proposer(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Proposer(s) will be notified of the interview process, including format, duration, and location, following the RFP shortlist selection process.
- 6.7. Award:** Proposer(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Project Firm.



Section 7.0. Solicitation Response Form

RFP-5524-25-KF “Utility Billing Printing & Mailing Services”

Proposer must submit the entire Form completed, dated, and signed.

Utility Billing:	
<b>Scenario:</b> Print one bill, perforate, with two inserts (print a simplex, black ink, 1/3 page, on canary 20 LB bond paper), fold documents, #9 return envelope, all documents into a #10 mailing envelope, seal, bundle & mail.	\$ _____/m \$ _____/ea.
Provide the postage passthrough at the current rate estimated for December 2024.	\$ _____/m \$ _____/ea.
Utility bill printing and folding invoices, perforating, inserting into mailing envelopes along with a return envelope, sealing, and bundling for mailing as described herein.	\$ _____/m \$ _____/ea.
Printing Inserts Size: 8 ½ by 11-inch Duplex Full Color White 20 LB bond paper	\$ _____/m \$ _____/ea.
Printing Inserts Size: 8 ½ by 11-inch Simplex Black Ink White 20 LB bond paper	\$ _____/m \$ _____/ea.
Printing Inserts Size: half page	\$ _____/m

Simplex	\$ _____/ea.
Black Ink	
White 20 LB bond paper	
Folding Inserts	\$ _____/m
Size: 8 ½ by 11-inch	\$ _____/ea.
Printing #9 return envelopes	\$ _____/m
	\$ _____/ea.
Printing #10 window envelopes	\$ _____/m
	\$ _____/ea.

**Postage Costs:**

CASS &NCOA processing rate	\$ _____/ea.
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**Implementation:**

Costs associated with implementation	\$ _____
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*The City reserves the right to accept any portion of the services to be performed at its discretion.*

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The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and

provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

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

Prices in the Proposal have not knowingly been disclosed with another Proposer and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and fees/prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The 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 Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** \_\_\_\_\_

It is the responsibility of the Proposer to ensure all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer is required to furnish a completed W-9 form.



\_\_\_\_\_  
Firm Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Name and Title –  
(Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

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

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value &amp; % of Service(s)</u>

The undersigned Proposer acknowledges the right of the City to reject any Offers submitted and to waive informalities and irregularities therein in the City’s sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal 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 Proposal with any other Proposer or with any competitor.



**ADDENDUM NO. 1**

**Date: December 10, 2024**  
**From: City of Grand Junction Purchasing Division**  
**To: All Offerors**  
**RE: Utility Billing Printing & Mailing Services, RFP-5524-25-KF**

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

Please make note of the following clarifications:

1. **Q:** Does the City require sample approval of the electronic files provided on Thursdays prior to printing? If so, when is that approval provided?

**A:** Yes, the City requires approval of the proofs before printing. Approval will be provided promptly after the City receives and reviews the proofs.

2. **Q:** What company is providing the City's electronic bill presentment service?

**A:** The Master's Touch.

3. **Q:** Regarding RFP Section 4.2.2.5, are the sample envelopes included in the RFP representative of the envelope printing the City requires? If not, will the City provide samples of the envelope printing it requires?

**A:** Yes.

4. **Q:** Does the City require the vendor to archive the documents it produces?

**A:** No.

5. **Q:** If archiving is required and regarding RFP Section 4.2.5.18, will the City require the successful vendor, if different from the incumbent vendor, to archive documents produced by the incumbent?

**A:** N/A

6. **Q:** Regarding the contract execution date of February 20, 2025, what date is implementation to be completed if the City selects a vendor other than the incumbent?

Addendum 1 RFP-5524-25-KF

**A:** Each Proposer must include a detailed implementation timeline in their proposal response, specifying the estimated completion date for transitioning services. The current contract is set to expire on February 19, 2025. If a vendor other than the incumbent is selected, the incumbent has agreed to support a reasonable transition period to ensure a smooth and seamless handover of services.

7. **Q:** Regarding RFP Section 4.4, will the City confirm that the fees are fixed for the duration of the contract?

**A:** Yes, fees are fixed for the duration of the contract. Any potential renewals will also adhere to the original contract fees.

8. **Q:** Can you please confirm that the city is willing to pay postage prior to mailing for the printing and mailing of utility bills? We require our customers to front postage. We do not mail until postage is in hand.

**A:** Yes, the City is agreeable to paying estimated postage in advance of mailing. However, a monthly reconciliation of actual USPS postage costs, treated as a pass-through expense, must be conducted to ensure alignment with the actual postage incurred for the previous month.

9. **Q:** Can you please also include complete specs of the envelopes including window placement? This is not listed in the RFP or on the scanned images of the envelopes.

**A:** The #10 universal mailing envelope has standard dimensions of **4 1/8 inches (H) by 9 1/2 inches (W)**. The window measures **3 inches (H) by 4 1/2 inches (W)** and is positioned approximately **0.5 inches from the left edge** and **0.875 inches from the bottom edge** of the envelope.

This placement is designed to align with standard billing statement layouts and ensure proper visibility of the address block.

The #9 universal return envelope has standard dimensions of **3 7/8 inches (H) by 8 7/8 inches (W)**. The window measures **1 1/8 inches (H) by 3 1/2 inches (W)** and is positioned **0.5 inches from the left edge** and **0.437 inches from the bottom edge** of the envelope.

10. **Q:** On section 7.0 solicitation response form listed under the section titled "Scenario" it lists "(print a simplex, black ink, 1/3 page, on canary 20lb bond paper)" Can you please provide clarification on what this is? Canary paper is not mentioned anywhere else in the RFP.

**A:** The reference in the "Scenario" section is included for pricing purposes only. As noted in Section 4.2.3.5, inserts will be transmitted as needed. If White 20 LB bond paper is the only option available, the Proposer may specify that in its proposal. This flexibility allows the City to assess pricing scenarios, as certain City

Addendum 1 RFP-5524-25-KF

departments may occasionally request paper other than White 20 LB bond—for example, canary-colored paper—to draw additional attention to specific customer communications.

11. **Q:** Would the City consider sourcing #10 and #9 reply envelopes as a separate line item, with an annual quantity shipped in a single delivery directly to the mail producer's processing plant?

**A:** No, the City will not consider this option. The City seeks a one-stop provider offering an all-inclusive solution for utility billing printing and mailing services.

12. **Q:** What is the expected award date?

**A:** The expected award date can be found in the Tentative Calendar of Events at the end of Section 4.0. Please refer to that section for details.

13. **Q:** If we're awarded, may we send the project through our local USPS distribution center using our Mail Anywhere status?

**A:** This would depend on the postage discounts available. If processing through a local USPS distribution center results in higher costs, the City may not approve this approach. The proposed approach should be clearly outlined in the proposal response. During the evaluation of proposals and the selection of the shortlisted Proposer(s), the City remains open to discussions and/or negotiations to fully assess the potential benefits and costs and determine the most efficient solution.

The original solicitation for the project noted above is amended as indicated. Please acknowledge receipt of this addendum on the Solicitation Response Form signature page of the proposal documents.

All other conditions of the subject remain unchanged.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado



**ADDENDUM NO. 2**

**Date:** December 17, 2024  
**From:** City of Grand Junction Purchasing Division  
**To:** All Offerors  
**RE:** Utility Billing Printing & Mailing Services, RFP-5524-25-KF

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

Please make note of the following clarifications:

- 1. Correction to Addendum 1, Question 2 response: The City handles electronic billing internally, while The Master’s Touch exclusively provides bill printing and mailing services.
  
- 2. **Q:** Section 2.5. appears to be a generalized clause governing payment upon completion of services. Will this be modified to conform with the invoicing terms identified in Section 4.3.2?  
**A:** The payment terms outlined in Section 2.5 are a standard clause for general contracts. For this solicitation, invoicing, and payment terms will adhere to the specifics provided in Section 4.3.2, which requires monthly billing based on the number of utility bills mailed during the billing period.
  
- 3. **Q:** Section 4.1. Is the FY 2024 pricing for inserts available?  
**A:** All pricing for 2024 is listed in this section.
  
- 4. **Q:** Section 4.2. Is the City open to an offer of additional services, like call center support or lock box services, to complement the scope described in the RFP? Such services would be priced separately from the services required in Sections 4.3.4 and 7.0.  
**A:** No. The City manages these services internally.
  
- 5. **Q:** Section 4.2. Please provide a monthly summary of invoices mailed and details about inserts for the past two years.  
**A:** A screenshot summarizing the invoices mailed is provided below. The City has not included any inserts in utility bills over the past two years.

Mailing	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024 Invoices	27,521	27,445	27,385	27,248	27,270	27,198	27,083	27,056	26,954	26,891	26,761	
2023 Invoices	28,783	28,630	28,065	28,299	28,277	28,218	28,102	27,995	27,887	27,769	22,340	27,739

Addendum 2 RFP-5524-25-KF

6. **Q:** Section 4.2. What elements of service have been less than optimal in the past four years with the incumbent provider?
- A:** The City values continuous improvement and expects high performance. The incumbent provider has consistently exceeded service expectations.
7. **Q:** Section 4.2.1.3 Are the inserts transmitted at the same time as the PDF files?
- A:** Not necessarily. The timing of the inserts depends on the specific billing cycle requiring them.
8. **Q:** Section 4.2.3.6 How is the group that will not receive the return envelope identified? If it is not a separate file, does it have indicators on the PDF document?
- A:** It is not provided as a separate file. The group is identified by the indicator **"AUTO DRAFT DO NOT PAY"** on the PDF document.
9. **Q:** Section 4.2.3.8 and 4.2.3.9 Are the bills provided in the order that they are to be bundled in? If not, is the bundling and mailing preparation excluded from the requirement in 4.2.3.9?
- A:** No, the bills are not provided in bundling order. The City relies on the processor's expertise to bundle mail for the best available postage discounts. Section 4.2.3.9 focuses on ensuring the accurate processing of the entire bill file, maintaining the exact order of bills throughout the workflow, preventing duplication, and ensuring that the final printed bill count matches the input data.
10. **Q:** Section 4.2.5.9 and 4.2.5.10 Are the bills provided as print ready PDFs? If so, are we to replace address information provided on the PDFs with updated information from CASS and NCOA?
- A:** Yes, the bills are provided as print-ready PDFs. The requirement is to update any incorrect address information using data from CASS and NCOA to ensure mailing accuracy.
11. **Q:** Section 4.2.5.7 What data is to be present in the QR tracking code? Is this provided by the City?
- A:** The QR tracking code is generated by the current vendor and is used for tracking purposes.
12. **Q:** Section 4.2.5.7 Is the "return address barcode" the IMB that is located below the return address on the sample?
- A:** Yes.
13. **Q:** Section 4.2.5.15 On average, what percentage of pieces mailed each week were returned as undelivered during the past two years?
- A:** The City does not track data on the percentage of undelivered mail.



Addendum 2 RFP-5524-25-KF

14. **Q:** Section 4.2.5.16 Please provide a recent example of the “comprehensive information on the quality control measures” that ensure accuracy and reliability in the mailing process.

**A:** It is the responsibility of each proposer to provide comprehensive details on its quality control measures as part of its proposal response, including recent examples that demonstrate accuracy and reliability in its mailing processes.

15. **Q:** Section 4.3.2 What payment terms does the City offer? 30 days? Would the City entertain a discount for fast pay within 10 days?

**A:** Please refer to Section 7.0. The City’s standard payment terms are Net 30; however, there is a section within the solicitation response form for proposers to offer prompt payment discounts.

16. **Q:** Section 4.3.3 Has the City ever allocated less than the necessary funds to cover the third-party’s invoice mailing service?

**A:** No, the City ensures sufficient budget allocation for utility billing services as part of its annual fiscal planning process.

17. **Q:** Section 4.3.4 Is your expectation for “all-inclusive” to be competitively quoted in the format provided in the Solicitation Response form in Section 7.0? Is your expectation of the “not-to-exceed” cost to be higher than the “all-inclusive” price that limits how much pricing risk that the City might bear in the event of price increases over the life of the contract? Please clarify.

**A:** Yes, the “all-inclusive” price should be competitively quoted using the format in Section 7.0. The “not-to-exceed” cost sets a cap on total costs for the City’s allocated budget.

18. **Q:** Section 4.4 Was the incumbent awarded all available renewals through 2024?

**A:** Yes.

19. **Q:** Section 4.4 Please provide a copy of the incumbent’s current contract.

**A:** For inquiries regarding existing contracts, please submit a Colorado Open Records Request through our City Clerk's Office. The request form is available at [Open Records Request](https://www.gjcity.org/). The request form can be accessed on the City website <https://www.gjcity.org/>. Navigate to **Government**, > **City Clerk**, select **Open Records Request Form** from the left side menu, and **Make Request** to complete your submission.

20. **Q:** Is the City open to considering an alternate #10 outgoing pistol window envelope that will show the City's logo and return address information as well as the recipient's name and address? This alternate envelope is similar to what the City is currently using, and we can provide a sample if needed.

**A:** Yes. Please mail the sample to:

Kathleen Franklin

Addendum 2 RFP-5524-25-KF

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

21. **Q:** Will the City allow for increases based on CPI in the event paper and material sources rise in cost after the first 12 months? Written notification of any increase will be sent to the City thirty (30) days prior to the requested effective increase date. Documentation will be provided with the request that clearly substantiates the price increase(s) (i.e. letter from paper manufacturer, CPI information as documented by the U.S. Bureau of Labor Statistics, etc.).
- A:** The City does not guarantee approval of price increases. Proposers are expected to submit pricing that remains firm and sustainable for the duration of the contract term, including the original term and up to three one-year renewals. However, on a case-by-case basis, the City may consider a one-time request for a price adjustment during a renewal period. Any such request must be thoroughly substantiated with third-party verification to justify the cost increase.
22. **Q:** Who is the current Vendor for Print and Mail?
- A:** The Master's Touch.
23. **Q:** To confirm, archiving is not required?
- A:** Please refer to Addendum 1, response to Question 4.
24. **Q:** To confirm, Bill Presentment is not needed?
- A:** Correct, bill presentment is not part of the solicitation.
25. **Q:** Who is used for web payments?
- A:** Paymentus Corporation.
26. **Q:** What is the reason for changing vendors?
- A:** The current contract has reached the end of its term, and all available renewal options have been exhausted.
27. **Q:** Please confirm your current pricing.
- A:** Please refer to Section 4.1.
28. **Q:** Can the city also provide samples of the inserts?
- A:** Yes, samples of the inserts are available. Please refer to the links below:
- [Sample 1 Insert](#)
  - [Sample 2 Insert](#)
29. **Q:** Which provider is the City currently using for Utility Billing Printing & Mailing Services?

Addendum 2 RFP-5524-25-KF

**A:** Please refer to the response provided for Question 21.

30. **Q:** What integration does the city require between its print vendor and its electronic bill presentment vendor?

**A:** None.

31. **Q:** What consideration/value does the city assign to a single vendor providing it both print, mail and electronic presentment of utility bills?

**A:** None. This solicitation is limited to bill printing and mailing services only.

32. **Q:** What are the unit costs charged by the current vendor for electronic bill presentment and payment services?

**A:** Electronic bill presentment and payment services are not included in the scope of solicitation. The City manages electronic billing and payment services internally.

33. **Q:** When does the contract for electronic bill presentment and payment services expire?

**A:** Electronic bill presentment and payment services are managed internally.

34. **Q:** Can you also, provide the volume of inserts per year?

**A:** No inserts have been included in utility bills over the past two years.

**No Further questions will be accepted.**

The original solicitation for the project noted above is amended as indicated. Please acknowledge receipt of this addendum on the Solicitation Response Form signature page of the proposal documents.

All other conditions of the subject remain unchanged.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado



**City of Grand  
Junction, CO**

**RFP-5524-25-KF:  
Utility Billing Printing  
And Mailing Services**

Contact: Jim Coté  
(800) 301-1347

[masters@themastertouch.com](mailto:masters@themastertouch.com)





## SECTION A: Cover Letter



**Dear Kathleen Franklin and the City of Grand Junction Selection Team,**

On behalf of The Master's Touch, LLC, I am pleased to submit our response to the City of Grand Junction's Request for Proposals #5524-25-KF for Utility Billing Printing and Mailing Services, due Thursday, December 30th, 2024 at 1pm MST.

At The Master's Touch, we pride ourselves on delivering print and mail services with a unique emphasis on collaboration, precision, and efficiency. With over 30 years of experience in providing these services nationwide—including 13 years of successful partnership with Grand Junction—we have developed a thorough understanding of your needs and requirements. This experience ensures we can fully meet and exceed the expectations outlined in your RFP.

Our proposal outlines a turn-key solution that encompasses every aspect of the utility billing process, from programming and document design to labor, equipment, supplies, and the transformation of incoming data files into presort-discount-eligible, mail-ready documents. All services are performed in-house within our secure facilities by our dedicated full-time team, reflecting our unwavering commitment to quality, efficiency, and data security. We back this commitment with a guarantee: if we ever miss a deadline for mailing, the mail service for that mailing is free!

As the authorized representative for The Master's Touch, LLC, I am available to answer any questions or provide additional details as needed. We are enthusiastic about the opportunity to continue serving the City of Grand Junction and would welcome the chance to present our services and discuss how we can further support your utility billing needs. Please let us know a date and time that works for an interview or presentation.

Thank you for considering our proposal. We look forward to the possibility of continuing our successful partnership with Grand Junction.

A handwritten signature in black ink, reading "Jim Cote", is positioned above the printed name and title.

JIM COTE

President

masters@themasterstouch.com / (800) 301-1347

1405 N Ash Street, Spokane, WA 99201





**SECTION B:  
Qualifications,  
Experience,  
Credentials, and  
Capacity**





## Experience

The Master's Touch is a Washington State registered LLC owned and operated by founders Jim and Cris Coté that has been providing reliable, accurate, and easy to use print and mail services for our customers for over 30 years. What started in 1994 as a small-scale, envelope-stuffing operation in the spare room of our founder's family home has seen us grow into one of the leading mail service providers in the country. The Master's Touch, LLC has identical production facilities in Spokane, Washington and Tempe, Arizona, along with sales offices in Kaneohe, Hawaii and Des Moines, Iowa and we are driven by our passion to not just meet customer expectations, but to exceed them wherever possible.



**The Master's Touch, LLC's Headquarters  
Spokane, Washington**



**Disaster Recovery Facility  
Tempe, Arizona**

Our proposed solution for your turnkey utility billing printing and mailing services is currently successfully implemented at over 700 municipalities and entities in 29 states across the country, including Grand Junction, and all services are completed fully in-house, which is a key reason how and why we can guarantee our mail dates and never miss. We see ourselves as a Goldilocks-sized service provider: large enough to handle the most substantial mailings, yet small enough to remain flexible and consistently meet the quick turnaround times required in this industry.

Our clients range in size anywhere from a few thousand to well over a million tax statements, assessment notices, utility bills, and other governmental mailings in a single printing, which means our processes are tailored exactly to meet the needs of Grand Junction.





## Qualifications

When choosing a mail service vendor, it's crucial to dispel common misconceptions that can hinder an accurate comparison among providers. Many in the print and mail industry tout the lowest prices, fastest turnaround times, and superior customer service. However, the reality is that certifications, technology, and capabilities vary widely among mail service vendors, leading to substantial differences in speed, quality, and pricing for prospective clients.

Our clients choose us in part for our industry-leading qualifications, which include:

### USPS Full Service Certification

Print and mail vendors are either "Basic Service" providers or USPS-certified "Full-Service" providers. Full-Service certification, held by The Master's Touch, LLC since 2014, demonstrates compliance with USPS procedures, including CASS address validation, NCOA move updates, PAVE presort, IMb barcode, and Seamless Acceptance. These services secure significant automation discounts that most other vendors simply are not qualified to secure.

As a "Full Service" provider, The Master's Touch, LLC can offer Grand Junction specialized services such as IMb Trace for individual mail tracking and ACS for real time address updates. Again, these are two examples of services a Basic Service provider is unable to provide. As of December 2023, fewer than 100 companies nationally hold this certification. Unlike most vendors, who provide you with one lump sum dollar amount for your postage, The Master's Touch, LLC ensures complete transparency by providing you with a USPS 3600 report for each mailing, detailing the individual postage rates that each mail qualified for and confirming that you pay the lowest rates available without any markups.

### USPS Seamless Certification

In 2018, The Master's Touch, LLC earned the prestigious USPS Seamless status, joining a select group of mail service providers nationwide. Achieving Seamless status involves a rigorous three-month testing process by USPS auditors, requiring a 99 percent error-free rate for 90 consecutive days. This certification allows mail to bypass mandatory postal clerk verification, ensuring quicker delivery and consistently qualifying for the lowest postage rates without penalties. Did you know that the USPS assesses postage penalties to bulk mail that does not confirm to their requirements? Choosing a USPS certified Seamless provider like The Master's Touch, LLC means you never have to worry about your mail being subjected to a penalty and, as a bonus, your mail delivery time is typically reduced by one to two days as a result of direct induction into the USPS production facility.

With the USPS methodically moving towards eliminating postal clerks for bulk mail verification, Seamless certification will one day be mandatory for discounted rates. Without it, your postage costs could increase by 4 to 5 cents per piece, affecting your budget mid-contract if your provider is not Seamless certified.





## Credentials

### **USPS Certified Executive Mail Center Management (EMCM)**

The USPS Executive Mail Center Manager (EMCM) certification is awarded to mail professionals who demonstrate expertise in enhancing productivity, reducing costs, and improving the safety and security of mailing operations. This prestigious certification is earned through an intensive training program conducted at the USPS Education Center in Norman, Oklahoma. Both Jim Coté, President of The Master's Touch, LLC, and Greg Gallagher, Production Manager at the Tempe facility, have successfully completed this program. They apply the advanced strategies and concepts learned during their training to ensure that all mailings are of the highest quality, processed on time, and achieve the lowest possible costs for clients.

### **USPS Certified Mail Design Professional (MDP)**

Mail Design Professionals (MDPs) are essential for ensuring compliance with the USPS Domestic Mail Manual (DMM). This prestigious USPS certification is awarded to mail service professionals who demonstrate expertise in mail preparation and design in strict adherence to DMM standards. Compliance with these standards is crucial for securing maximum postage savings and expediting delivery through the USPS system. Even minor errors in mail preparation or design can delay delivery and reduce the postage discounts that mailings may otherwise qualify for.

To earn MDP certification, professionals must undergo rigorous training provided by the USPS, including comprehensive instruction on complex postal regulations. This training covers critical topics such as the differences between automation-compatible and machinable mailpieces, barcode specifications, clearance requirements, address verification, and reflectance testing to ensure machine readability. Certification is achieved upon successful completion of the training and a challenging final examination.

The Master's Touch, LLC is proud to be among the select few mail service providers with certified Mail Design Professionals on staff. In fact, we employ more than ten MDPs, making us uniquely equipped to deliver unparalleled postal compliance expertise. Our MDPs act as postal clerks within our organization, meticulously inspecting and verifying each component of your mailings to ensure adherence to USPS standards at every stage of production. This attention to detail is vital because compliance with all USPS requirements outlined in the DMM is necessary to qualify for the lowest postage rates and avoid penalties or additional costs. Any deviation from these standards can lead to significant financial implications.

With the oversight of our highly skilled MDPs, The Master's Touch guarantees that your mail is prepared with precision, ensuring it qualifies for maximum postage discounts and is delivered promptly and accurately to its intended recipients. This dedication to compliance and efficiency underscores our commitment to providing the highest-quality mailing services.





## Capacity

The Master's Touch, LLC is proud of its 30-year history, a testament to our ability to adapt and thrive through significant industry advancements. From the early days of table-top inserters and 32-page-per-minute black-and-white laser printers to today's high-speed 26,000-piece-per-hour inserters and inkjet printing technology capable of producing full-color, double-sided prints at speeds of up to 70,000 sheets per hour, we have consistently embraced innovation to better serve our clients. Over the years, our mail volume has grown steadily, increasing annually by 3% to 17%—with only one exception. Last year, we processed over 43 million statements, a figure we are on track to surpass once again. Despite this continuous growth, our unwavering commitment to customer satisfaction remains our top priority. This dedication is evident in our exceptional client retention rate—once a client chooses us, they rarely leave.

The Master's Touch operates two production facilities in Spokane, WA, and Tempe, AZ. Each location is a mirror image of the other, with both capable of producing between 150,000 printed and 200,000 mail pieces per day, for a combined capacity of 350,000 mail pieces daily in a standard 8-hour shift. However, we intentionally operate well below these maximum capacities to maintain the flexibility needed to accommodate unexpected, time-sensitive mailings that frequently arise.

All mail processed in our facilities is inducted directly into the U.S. Postal Service Sectional Center Facility (SCF) within 30 minutes of each location. These SCFs serve as primary distribution hubs, ensuring the fastest possible routing to local post offices. Unlike inductions at standard post offices, SCFs provide superior service and quicker mail delivery times. The strategic placement of our facilities reflects our commitment to efficiency, ensuring your mail reaches its destination promptly and reliably.

## Principals and Key Personnel

The Master's Touch, LLC acknowledges the irreplaceable role of skilled personnel. Our knowledgeable staff of 52 IT professionals, graphic designers, Mission Managers, and production crew have been carefully selected from the highest quality candidates available in our markets. Each of our employees brings unique perspectives and experiences, but all are united by broad industry experience and "Second Mile" attitude to create the most successful outcomes possible for our clients.

For this contract, The Master's Touch, LLC proposes the following individuals to work on the project:

### **Jim Cote, President and Project Manager**

Jim is the founder of The Master's Touch, LLC and offers 30 years of experience in the print and mailing industry. He will act as the designated coordinator for this contract and manage staff every step of the way, from file download to mailing. Jim has earned certifications from the USPS, including Executive Mail Center Manager (EMCM) and Mail Design





Professional (MDP). He also holds certifications in address management and Intelligent Mail Barcode.

As a well known, respected leader in the mailing industry, Jim is invited to speak on topics regarding ways to eliminate undeliverable mail, creative ways to enhance print and mail methods, paperless billing, and proven methods to reduce your postage bill by 10 - 20%.

#### **Ven Artemov, IT Manager and Data Processing Specialist**

Ven started with The Master's Touch, LLC in 2006 and, as a USPS-certified Mail Design Professional, offers a firm grasp of mailing requirements and data management. Ven will coordinate all graphics and data processing. Ven is adept at accommodating the preferences of our clients while still meeting postal requirements for discounts and effectively managing our technological resources. Ven is no stranger to hard work; when he received his Bachelor of Science in Electronics Engineering, he made the President's List for Outstanding Academic Achievement. Ven is based in our Spokane, Washington facility.

#### **Pat Hulett, Production Manager**

Pat manages production once clients issue final approval of proofs. This includes printing, inserting, sorting, and all mail processing up to and including delivery to the USPS Sectional Center Facility for mailing. With over 20 years of experience in the industry, Pat is extremely conscientious in verifying all necessary elements to ensure mailings go out on time. Pat, along with every lead in his department, is a USPS certified Mail Design Professional and prides himself on keeping his team working in a coordinated effort to process mail quickly while monitoring quality and ensuring 100% accuracy. Pat is based in our Spokane, Washington facility.

#### **Ann Coté, Account Manager**

Ann is the current Account Manager for Grand Junction and will continue to work closely with the City to coordinate the design, proofing, and printing of your utility bills, including clarifying record layout definitions related to all roll types and finalizing all production scheduling. As a USPS-certified Mail Design Professional, Ann strives to consistently improve customer satisfaction through effective project management, proactive problem solving, and successful resolutions while ensuring clear communication and speedy answers as your mailing works its way through production to final mailing. Ann is based in our Spokane, Washington facility.

#### **Compliance**

The Master's Touch adheres strictly to all federal, state, and local regulations governing mail preparation and delivery. Furthermore, our platforms are fully compliant with Colorado law HB 21-1110 by ensuring that all electronic and



information technology is accessible to individuals with disabilities. Our team includes certified USPS Mail Design Professionals (MDPs) who ensure full compliance with the USPS Domestic Mail Manual (DMM), optimizing mail designs to meet automation compatibility and secure maximum postage discounts. Additionally, our facilities and processes meet the rigorous standards required to process sensitive data securely, including annual SOC Type II audits, ensuring data protection and adherence to the highest security protocols.



The background of the page is a photograph of a warehouse interior. A large, blue industrial machine, likely a paper shredder, is the central focus. It has a long, horizontal slot with multiple rollers. To the right, a brick wall and some shelving units are visible. The lighting is somewhat dim, and the overall tone is industrial. A large, dark blue diagonal shape covers the top left corner, and a large yellow diagonal shape covers the bottom right corner, framing the central image and text.

## SECTION C: Strategy and Implementation Plan





## Objectives and Proposed Work Plan

The Master's Touch, LLC is uniquely positioned to seamlessly fulfill Grand Junction's utility billing printing and mailing requirements. Given our current 13-year partnership with the City, we already have well-established processes and systems in place, eliminating the need for extensive implementation procedures. Below is a detailed outline of our proposed strategy to continue delivering high-quality services in alignment with the City's objectives.

### 1) Update Meeting

Since Grand Junction is a current client, we can immediately resume production under the existing setup following contract award, requiring no additional transition time, initial proof creation and testing, or training for City personnel. Any necessary updates to data formats, bill design, or adjustments to mail pieces can be handled through our existing infrastructure without disruption or, if requested, we can schedule a meeting between your representatives, and our contract manager, IT manager, and Account Manager. At this meeting, we can refamiliarize the City with each person's role and responsibilities in our process before reviewing your goals and expectations and possible statement design enhancements, while setting updated benchmarks and timelines for each step in the process.

### 2) Pre-Production Process and Address Verification

Under our current process with the City, we receive production data through our secure cloud-based ftp site, which automatically notifies you once we confirm receipt of that data. Once your data has been transmitted over to us, The Master's Touch, LLC will begin setup. We are able to work with any type of file provided by Grand Junction, including PDFs, ASCII, CSV, XML, and TXT files. The Master's Touch, LLC will then work with Grand Junction to identify a set of accounts that can be utilized for verification and validation of data. All documents are made accessible as PDFs immediately upon upload for Grand Junction staff to review on our secure user portal, allowing you to review, audit, and edit your documents for design and accuracy prior to being released for printing.

Once the proofs are reviewed, additions, corrections and/or deletions are communicated back to us. If needed, an updated set of proofs are created for further review. This process continues until you are fully satisfied with the look and the accuracy of all proofs. As part of this process, The Master's Touch, LLC will work with our Mail Design Professionals to ensure that all forms and envelopes meet all post office regulations and requirements. After final proof approval, reports will be generated indicating the total number of records ready to print, as well as the number of non-CASS certified records and NCOA records. Postage reports will also be available showing total postage and the rates the mail pieces qualify for.

Final proof approval is typically communicated via email and once received, your print file will be placed onto our print server for live production to begin. Once the first few documents print, our production technician and production manager, who are both Mail Design Professionals (MDPs) with over ten years of print experience, will review these live documents





for print quality, alignment, perforation location and ease of tearing. Additionally, a critical review will be made to ensure address and Intelligent Mail barcodes are in strict compliance with USPS requirements. Once approved, both will sign off on the job ticket and live production will commence.

### **3) Live Production**

In the live production stage, Grand Junction's 8.5" x 11" utility bills will be laser printed with full color, sheet cut, folded, perforated, and inserted into #10 window envelopes with #9 return envelopes, and sealed in accordance with the City's existing billing schedule. Inserts, as needed, will be included with the bills. Upon completion of printing, the index number on the last sheet printed is checked to ensure the entire file is printed correctly. The number is compared to the count expected on the work order. With an exact match, the printed documents are moved to the inserting equipment. If there are additional inserts to be included in your mailing, they will be run in-line with the statements so that they can print together, fold together and insert together. This gives us complete control over the entire mailing process, avoiding delays, eliminating spoilage and reducing costs. We also provide Grand Junction with the ability to select and suppress return envelopes and inserts or combine multiple customer documents together in a single envelope at no charge if all documents are being sent to the same address with the same customer's name on the same day. Additionally, as an end-to-end mail service provider, we will be responsible for USPS compliance for return envelopes and postage account management with the USPS. Upon conclusion of the production run, The Master's Touch, LLC will provide Grand Junction with an electronic PDF file of all completed statements for City archiving purposes.

### **4) Quality Control**

Precision is paramount in the realm of first-class mail, and at The Master's Touch, LLC, we rely on proven 2D barcode technology and "intelligent" envelope-inserting equipment to set us apart. This groundbreaking technology virtually eliminates the possibility of multiple or incorrect documents being inadvertently included in a single envelope. The 2D technology uniquely identifies each piece of paper in your entire mailing, ensuring that only items specific to each envelope are inserted. Programmed by our in-house IT team, each 2D barcode contains the unique notice number and page within that notice set. This programming enables the inserter to "read" and recognize any out-of-sequence pages, prompting the machine to stop processing until the error is corrected. The result is 100% accurate document insertion, eliminating the chance of mixed documents and providing assurance that every document has been correctly included. With 2D barcodes, inserting errors are virtually eliminated, but in the event of any defective bills, processing problems or mistakes, The Master's Touch, LLC will immediately reproduce the affected bills at our expense.

### **5) Mailing**

Upon completion of the printing, all mail is sorted into mailing trays and arranged and labeled according to USPS presorted zip code mailing procedures to obtain the lowest pre-sorted zip code mailing rates available. All mail is bundled





to receive bulk rates, but is not bundled with other client mail, and is mailed first class. We use our generic mail permit, which gives no indication of where the mail piece is being mailed from and is funded prior to each mailing by the City. The Master's Touch, LLC will be responsible for this postage account and we only request Grand Junction to deposit the postage funds required to fully cover the cost of the postage no later than 3 days prior to mailing. It is intended that your mail be delivered from our Spokane, WA facility to the USPS Sectional Center Facility (SCF) in Spokane, but in case of emergencies, it can also be produced identically in our Tempe facility and delivered to the USPS Sectional Center Facility (SCF) in Phoenix.

The Master's Touch, LLC is dedicated to providing transparent and accurate postage pricing for all of our clients. We never mark up postage costs and ensure full transparency by providing a USPS 3600 report with each mailing. This report details what each mail piece qualified for, so you can see exactly where your postage dollars are going, rather than receiving a lump sum bill that may include hidden markups and surcharges. The only factor that can trigger an increase in postage costs to Grand Junction is when the USPS raises its rates. In such cases, The Master's Touch, LLC will provide as much advance notice as possible, and you will only be charged the new USPS postage rate without any additional markups. Our commitment to transparency and cost-effectiveness ensures that you receive the most accurate pricing for all your mailing needs and of course, all City mailings will undergo our CASS, NCOA, and IMb Trace services as well.

### **Value Added Concepts**

The Master's Touch, LLC is uniquely positioned to seamlessly fulfill Grand Junction's utility billing printing and mailing requirements. Given our current 13-year partnership with the City, we already have well-established processes and systems in place, eliminating the need for extensive implementation procedures. Below is a detailed outline of our proposed strategy to continue delivering high-quality services in alignment with the City's objectives.

### **Communication Tools**

The Master's Touch, LLC prioritizes clear and effective communication with clients through a combination of personalized support and innovative tools. Our dedicated Account Managers serve as knowledgeable single points of contact for each client, ensuring seamless communication and accountability throughout every stage of a project. They provide expert guidance, oversee schedules, and address any concerns or adjustments promptly, fostering trust and confidence. Complementing this personalized support is our robust online portal, which offers clients 24/7 access to job statuses, proofs, reports, and other critical information. This transparency empowers clients to stay informed and manage their projects efficiently. Together, our Account Managers and online portal create a comprehensive communication framework that combines human expertise with technological convenience, ensuring that every client receives the support and





visibility they need for successful outcomes.

### **Analytics and Reporting**

The Master's Touch, LLC provides robust analytics and reporting tools to ensure transparency and help clients monitor every aspect of their mailings. For each mailing, we ensure transparency by supplying the USPS 3600 form detailing the postage rates and confirming that you are paying the lowest rates available without any markups.. Additionally, we generate and upload monthly reports to the portal for Grand Junction, offering a comprehensive breakdown of key metrics. These reports include the total number of printed pages, envelopes used, envelopes that received inserts, postage for each piece, total postage by mailing category, and performance reports that detail our adherence to your timeline expectations. By delivering these detailed analytics and reports, The Master's Touch empowers clients to evaluate efficiency, track costs, and ensure that every mailing meets their objectives with accuracy and reliability.

### **Sustainable Solutions**

The Master's Touch, LLC is deeply committed to sustainable practices that make a meaningful impact on both the environment and the communities we serve. One of our most significant contributions to sustainability lies in our focus on hiring and retention. Over our 30-year history, we have cultivated a family-oriented atmosphere and upheld strong business ethics, resulting in exceptional employee loyalty. Twenty-four team members have been with us for over five years, and an additional eleven have remained for more than a decade, reflecting our commitment to creating a stable, values-driven workplace. Beyond our workforce, we actively support charitable and non-profit organizations, including several in Colorado, further emphasizing our dedication to social responsibility.

From an environmental perspective, our operations are designed to minimize waste and maximize efficiency. We maintain an active recycling program, with all white paper collected weekly by a paper mill for repurposing. By sourcing paper directly from the mill at exact dimensions for forms and envelopes, we eliminate unnecessary waste and avoid preprinting forms. Instead, we use high-efficiency roll-fed printing technology that prints both static and variable data, ensuring virtually no paper is wasted. Additionally, our use of generic large-window envelopes reduces the need for custom printing, further conserving resources. Our eNotices service has also significantly reduced environmental impact, decreasing printed and mailed bills and envelopes by approximately two million pieces annually—a figure that continues to grow. Through these combined efforts, The Master's Touch delivers innovative, eco-friendly solutions that benefit our clients, employees, and the planet.

### **Innovative Technologies**

The print and mail industry is constantly evolving, and one of the groundbreaking technologies introduced in recent years is the White Paper Factory system, a transition that The Master's Touch, LLC proudly made in 2018. This state-of-the-art, end-to-end print-to-mail approach eliminates the need for traditional pre-printed forms and envelopes, starting each job





with blank paper. Through the integration of high-performance printing and data-driven, high-integrity software, our print technology offers unparalleled speed, print quality, per-piece affordability, and flexibility that sets us apart from our competitors.

Our machines can efficiently print both front and back in a single pass, delivering high-quality results in black and white or full color "on-the-fly" during your standard print and mail production run. With this technology, there's no requirement to order preprinted stock or concern yourself with expensive inventory or product spoilage. Now, you can print only what is necessary, avoiding the preprinting of an excess number of forms based on faulty projections. This approach allows you to pay only for the exact amount you use, providing a cost-effective and efficient solution.

This technology brings an additional advantage by empowering Grand Junction to enhance the visual appeal of your statements. It allows for customization of the print for each form, enabling the incorporation of unique logos and contact information. These modifications not only draw attention to crucial information but also simplify document navigation, reinforce branding efforts, and enhance the overall aesthetic appeal of statements—all at no extra cost.

### **Customer Support**

The Master's Touch, LLC offers our clients the ability to contact our firm anytime during Grand Junction's business hours via email or phone. All of our phones are answered by a live person - no automated recordings - so immediate answers are always available right when you need them. Our policy is to respond to calls and emails as quickly as practical, but never longer than 4 hours after the receipt of your request. We can also provide an after-hours contact and number that can be used in case of emergencies.

When it comes to incident reports, which are rare, you can count on prompt and complete resolution from our team. The Master's Touch, LLC's policy is that the customer is right. If the fault lies with us, even if uncertain, we will cover the cost to fix it. The process for handling problems is as follows:

The issue is brought to the attention of the Account Manager, who will begin immediate research. The client can expect a callback right away for serious issues or within 24 hours for less serious ones.

If the Account Manager cannot determine the reason or solution, the issue is escalated to management. Problems are always resolved in favor of the customer. Even when the fault lies with the customer, The Master's Touch, LLC will do everything possible to minimize consequences, including covering as much financial damage as practical. It is not uncommon for us to reproduce a mailing at a significant discount to help customers through unforeseen challenges.

At The Master's Touch, LLC we value our relationships with our customers above all else and will do everything possible to meet and exceed your expectations.





## Cost Savings and Efficiency Processes

Undoubtedly, the most significant expense in your printing job is postage. However, many prospective clients overlook this aspect, mistakenly believing that postage rates are uniform across all vendors. This couldn't be further from the truth! At The Master's Touch, LLC, we leverage our USPS certifications and utilize advanced tools to offer our clients the lowest possible postage rates. Here's how we do it:

- **CASS Certification:** To qualify for substantial postage discounts, addresses must undergo CASS verification. The Master's Touch, LLC has invested significantly in top-tier mailing software to achieve unusually high CASS certification percentages. Our validation rates hover between software 98-99% for most mailing files. Ordinary CASS software only renders an address good or bad and adds the zip+4. Our very sophisticated CASS software utilizes advanced algorithms that not only validate, but will actually correct most defective addresses, making them eligible for postal discounts.

For example, our software will fix issues like missing or inaccurate directionals (N, E, S, W) or suffixes (St, Rd, Ave, Blvd, etc.) and add the appropriate zip+4 code and DP2 codes. This enables those mail pieces to qualify for discounted postage rates they would otherwise be unable to qualify for which reduces your overall postage. Additionally, a Non-CASS-verified address is most likely going to be returned to you as undeliverable. This is why securing a higher percentage of certifications also improves your delivery rate and the resulting frustration of return mail.

In addition, our CASS process will also help reduce the number of actual mail pieces. How? We first validate and standardize all addresses, then group bills with the same name and address to mail in a common envelope. For example, two addresses before CASS might look like this:

John Jones	John Jones
132 W. Julie St	132 W. Julie Ave.
Tempe, AZ 85283	Tempe, AZ 85283

These must mail in two separate envelopes at 69 cents postage each = \$1.38 postage

However, after our specialized CASS validation is run, the addresses will look like this - identical:

John Jones	John Jones
132 W. Julie DR	132 W. Julie DR
Tempe, AZ 85283-2347	Tempe, AZ 85283-2347

These two can now mail in a ONE envelope for as low as \$.545 for a savings of \$.835 in postage.





- **National Change of Address (NCOA):** NCOA is a mandated USPS requirement in order to secure postage discounts. While many use an 18 month NCOA, The Master's Touch, LLC utilizes a very robust 48 month look back, ensuring that you get more move matches resulting in less return mail. In addition, our advanced CASS software also enhances our NCOA move matches. For an effective NCOA match, both the name and address must align with the NCOA database of valid addresses. Non-CASS addresses will not match the NCOA database and wind up as undeliverable mail. Thus, our superior CASS matching will also mean less return mail because we search for more valid addresses.
- **Real Time Address Correction Service (ACS):** ACS operates similarly to NCOA, but with a real-time verification process. Instead of relying on directories that may be up to 30 days old ACS looks at up-to-the-minute address reports that ensure the greatest degree of address update integrity. Keep in mind, this service is available even to Basic Service providers. However, each correction for mail prepared Basic Service incurs a cost of 12 cents per updated address, while as a USPS certified "Full Service" provider, The Master's Touch, LLC is able to secure these updated addresses for free.
- **AEC Verification:** This optional service offers significant value by correcting addresses that do not pass CASS certification. AEC leverages postal carrier expertise to minimize undeliverable mail to near-zero levels, fixing addresses even our advanced CASS software cannot. People often misquote their address, especially after moving, referencing valid but inaccurate locations. While CASS will miss these errors since the addresses are valid, AEC can catch them, further reducing your undeliverable mail.
- **IMb Trace:** Ever hear "I never received my statement?" You can eliminate this excuse by tracking your mail pieces from initial USPS induction to final mailbox delivery. IMb Trace is a service only "Full-Service" providers can offer. Nearly every mail piece in your mailing can be tracked and we can supply you with those reports. This feature provides precise delivery information, indicating the exact time each mail piece is scanned on USPS equipment. You can utilize this fantastic service for both outgoing statements and return payments.

### Data Security Measures

The Master's Touch, LLC is dedicated to safeguarding customer data by prioritizing both physical and network security. We voluntarily undergo an annual SOC Type II audit—one of the most rigorous evaluations in the printing and mailing industry—to ensure our processes provide robust protection against security threats. During this audit, we present our procedures and protocols, which are then thoroughly reviewed by an independent auditor. If any aspect of our security is found lacking, it is documented as a deficiency. We are proud to report that The Master's Touch, LLC has never had an exception noted in any of our SOC audits. Upon request, a confidential detailed copy of our latest SOC report can be made available to Grand Junction.





In today's landscape of constant digital threats, we recognize that strong network security is just as critical as physical safeguards. To protect our business and clients' sensitive information, we employ a comprehensive set of cybersecurity measures managed by our in-house IT department. These include advanced Intrusion Prevention System (IPS) firewalls that actively scan for and block potential threats, alerting administrators of any suspicious activity.

For secure data transfer between Grand Junction and The Master's Touch, LLC, we utilize a Secure FTP (SFTP) account. Additionally, if needed, data can be encrypted using PGP for an added layer of protection. Upon receipt, data is immediately purged from the SFTP account, and within our network, it is decrypted for processing and re-encrypted when stored on NAS devices. After a print job is completed, data can be purged automatically or retained based on the client's desired retention policy. Access to storage is restricted to essential personnel only, and all access logs are monitored and securely maintained. All of our procedures are fully HIPPA compliant.

To further protect our network, external access is restricted by multi-factor authentication (MFA) without exceptions. Data backups between our Tempe and Spokane facilities ensure job continuity, but for high-security data that is excluded from these backups for enhanced protection.

Although we have a strong security framework in place, we recognize that no system is completely immune to potential breaches. To offer our clients additional peace of mind, we maintain a \$5,000,000 cyber insurance policy to cover any unforeseen damages from a security incident. Our dedication to data protection remains steadfast, and safeguarding our clients' information is always our top priority.

### **Second Mile Customer Service**

The Master's Touch, LLC's Second Mile Customer Service embodies our unwavering commitment to going above and beyond for our clients, ensuring an exceptional experience at every touchpoint. This philosophy means not just meeting expectations but exceeding them, delivering personalized, proactive support tailored to each client's needs. From live phone responses during business hours—without automated recordings—to guaranteed rapid response times for inquiries, we prioritize accessibility and reliability. Our dedicated Mission Managers oversee every project, providing a single point of contact for seamless communication and accountability. Whether addressing last-minute changes, managing complex mailing requirements, or identifying cost-saving opportunities, our team consistently delivers solutions that enhance efficiency and add value. This dedication to extraordinary service ensures that our clients can rely on us as a trusted partner, enabling their operations to run smoothly and successfully.

### **Business Continuity Planning**

The Master's Touch, LLC's business continuity plan aims to address threats stemming from global pandemics, natural disasters, cyber attacks, and utility outages. We realize that it is impossible to plan for every possible disruption, but we believe that having several backup plans can mitigate most challenges. In particular, the COVID-19 pandemic has





reminded us of the need for dependable supply chains with a high degree of independence, redundancy, and backup ability. To that end, The Master's Touch, LLC has two nearly identical and geographically diverse plants with equal capacity and capabilities, one located in Spokane, Washington (which has been identified as one of the five safest areas in the country from natural disasters) and Tempe, Arizona. Both facilities are completely secure, audited annually by SOC Auditors, and only accessible via card access keys. Our Spokane headquarters is a 36,000 square foot facility, while our Tempe location is only slightly smaller at 22,000 square feet. Both facilities operate with the newest state-of-the-art production equipment and all work is completed in-house without any subcontracting.

Additionally, our software is replicated in each facility, so data can be processed at either location and produce the same images for print. We operate production at a fraction of our total capacity in case one facility must absorb the entire workload of the other facility and for those instances where a client needs a rush delivery. This redundancy eliminates any mail delay since moving a job from one location to the other is as simple as redirecting a data file through our secure ftp server. Thanks to these comprehensive plans, we are able to respond robustly to unforeseen problems and modern threats efficiently and effectively as they arise.

### Implementation Schedule

Timely mailings are at the core of what we do at The Master's Touch, LLC which is why we create a personalized mailing schedule in partnership with our clients that fits their particular needs. With over 13 years of experience providing these exact services to Grand Junction, The Master's Touch, LLC has a strong understanding of the specific nature of your printing and mailing needs and is able to couple that experience with our cutting-edge technology and industry best practices to streamline the process from start to finish and meet same-day and next-day printing requirements.

Since the City of Grand Junction is already a valued client of The Master's Touch, LLC, there is no need to conduct new implementation procedures or training. Our established processes, systems, and workflows are already in place and fully aligned with the City's requirements. As such, we can seamlessly continue to provide utility billing printing and mailing services without any disruption.





## SECTION D: References



THE  
**MASTER'S**™  
TOUCH, LLC

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**SECTION E:  
Solicitation  
Response Form**

Section 7.0. Solicitation Response Form

RFP-5524-25-KF “Utility Billing Printing & Mailing Services”

Proposer must submit the entire Form completed, dated, and signed.

Utility Billing:	
<b>Scenario:</b> Print one bill, perforate, with two inserts (print a simplex, black ink, 1/3 page, on canary 20 LB bond paper), fold documents, #9 return envelope, all documents into a #10 mailing envelope, seal, bundle & mail. Note: Adding \$.002 to standard price for canary insert	\$ _____/m \$ _____/ea.
Provide the postage passthrough at the current rate estimated for December 2024. Note: USPS indicates there will be no change in rates until at least July 2025.	\$ _____/m \$ _____/ea.
Utility bill printing and folding invoices, perforating, inserting into mailing envelopes along with a return envelope, sealing, and bundling for mailing as described herein.	\$ _____/m \$ _____/ea.
Printing Inserts Size: 8 ½ by 11-inch Duplex Full Color White 20 LB bond paper	\$ _____/m \$ _____/ea.  Note: TMT uses only 24# paper with NO effect on postage. Color to be normal - not heavy - ink coverage
Printing Inserts Size: 8 ½ by 11-inch Simplex Black Ink White 20 LB bond paper	\$ _____/m \$ _____/ea.  Note: TMT uses only 24# paper with NO effect on postage.
Printing Inserts Size: half page	\$ _____/m

Simplex	\$ _____/ea.
Black Ink	
White 20 LB bond paper	Note: TMT uses only 24# paper with NO effect on postage.
Folding Inserts	\$ _____/m
Size: 8 ½ by 11-inch	\$ _____/ea.
Printing #9 return envelopes	\$ _____/m
	\$ _____/ea.
Printing #10 window envelopes	\$ _____/m
	\$ _____/ea.

**Postage Costs:**

CASS &NCOA processing rate	\$ _____/ea.
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**Implementation:**

Costs associated with implementation	\$ _____
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*The City reserves the right to accept any portion of the services to be performed at its discretion.*

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The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and



provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

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

Prices in the Proposal have not knowingly been disclosed with another Proposer and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and fees/prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The 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.

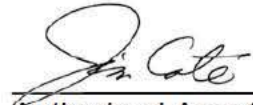
**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** \_\_\_\_\_ 2

It is the responsibility of the Proposer to ensure all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer is required to furnish a completed W-9 form.

\_\_\_\_\_  
Firm Name – (Typed or Printed)



\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent Name and Title –  
(Typed or Printed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

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

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value &amp; % of Service(s)</u>

The undersigned Proposer acknowledges the right of the City to reject any Offers submitted and to waive informalities and irregularities therein in the City’s sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal 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 Proposal with any other Proposer or with any competitor.





## SECTION F: Fee / Pricing Proposal



Our pricing, which can be found fully broken out on the Solicitation Response Form located in Section E, includes all of our rates and fees for all services and materials requested in your RFP, including labor, materials, equipment, printing, perforating, folding, envelope stuffing, insertion, meetings, conference calls, travel expenses, permits, fees, and any other associated costs and tasks necessary for the successful execution of the services.





## SECTION G: Legal Proceedings / Lawsuits



Neither The Master's Touch, LLC nor its employees have been involved in any legal proceedings, past or present.





## SECTION H: Additional Data





## Innovative Technologies

### In-House Envelope Production

A potentially critical difference between The Master's Touch, LLC and our competitors is that we manufacture our own envelopes. Our on-site manufacturing process gives The Master's Touch, LLC the ability to create custom envelopes for Grand Junction that include inside tints and up to 2 colors on the face and back of the envelopes. This unique capability provides reassurance that your mailings will not be held up due to an envelope shortage, as we saw during COVID, where mail service companies were waiting 8 – 12 weeks to get envelopes. Even in this situation, The Master's Touch, LLC maintains redundancy in the even of machine failure by keeping two envelope machines in production, each capable of producing 300,000 envelopes per day. No need to worry about envelope shortages here!

### eNotices

The Master's Touch, LLC can also provide our eNotices service to Grand Junction which boasts over 500,000 registered users from across the country and is hosting over 100 million statements.

Our talented IT staff created this simple and innovative service fully in-house in 2013 for the purpose of delivering statements to customers without using paper and envelopes, saving our clients money while providing an eco-friendly alternative. Our eNotices service provides our clients with a complete dashboard of tools that allows the City to have full management, visibility, and control of the experience, including seeing who has registered for eNotices, who viewed their statement and on what date and time, what unique authentication codes are associated to each account, who has paid their statements online, and who has downloaded their statements.

Once an individual has registered for eNotices, all future paper statements are suppressed, saving the City money on future print runs. In lieu of the paper statement, the customer will instead receive an email notification that alerts them that a PDF of their statement is ready for viewing on our secure eNoticesOnline.com website. This website is fully managed and maintained by The Master's Touch, LLC and includes an online help desk.

Our service is also future oriented, as every statement in your print file is uploaded to the eNotices site, not just for those who are registered. This allows each of your customers to view their statement immediately upon registering and includes all notices previously generated and uploaded to the site. This historical record is available even for those who delay registering for a year or more! This eliminates any potential need for Grand Junction to have to look up and/or recreate a statement that your customer may have misplaced or lost.

The Master's Touch, LLC gives you the opportunity to employ this service for far less than the cost of traditional mail and it's fast and easy to get started. Furthermore, in an effort to help save the City money on its printed and mailed bills, we will help advertise this service for you by adding economical inserts and print messages on your forms and envelopes at little or no charge!





THEMAST-02

CMCKINNEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Chanda McKinney	
	PHONE (A/C, No, Ext): (509) 764-2950 FAX (A/C, No):	
	E-MAIL ADDRESS: chanda.mckinney@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Citizens Insurance Company of America	31534
	INSURER B: Allmerica Financial Benefit Insurance Company	41840
	INSURER C: Hanover Insurance Company	22292
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
  
The Master's Touch, LLC  
1405 N. Ash St.  
Spokane, WA 99201

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: General Aggregate	X		ZB2J143437	9/6/2024	9/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AW2J143418	9/6/2024	9/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UH2J14344401	9/6/2024	9/6/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	ZB2J143437	9/6/2024	9/6/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Printers E&O			ZB2J143437	9/6/2024	9/6/2025	Per Claim 1,000,000
A	Printers E&O			ZB2J143437	9/6/2024	9/6/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber/Privacy Security/Network Liability \$3,000,000

Policy: AB662125803 Effective 04/05/2024 - 09/06/2025

Excess Cyber \$2,000,000 Policy: EKS3519339 Effective 04/05/2024 - 09/06/2025

City of Grand Junction, its elected and appointed officials, employees, and volunteers are included as additional insureds per the attached policy forms.

## CERTIFICATE HOLDER

## CANCELLATION

City Of Grand Junction  
250 N 5th St  
Grand Junction, CO 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chanda McKinney



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.