



CONTRACT RENEWAL
#4148-15-DH

Date: December 9, 2015

Supplier: American Direct Mailing Services, Inc.

Project: 1st Year Contract Renewal for Pre-Sorted Mailing Services – Mailing Services for City of Grand Junction IFB-3862-14-DH

Congratulations, you have been awarded the 1st year renewal option for contract IFB-3862-14-DH for the Pre-Sorted Mailing Services – Mailing Services for City of Grand Junction, dated August 21, 2014.

The Contractor shall provide to the Owner the products and/or services set forth in the Contract Documents dated August 21, 2014 for Solicitation No. IFB-3862-14-DH for Mailing Services for City of Grand Junction – **for Pre-Sorted Mailing Services Only**. Fees and Fee Schedule shall remain the same from the original contract documents. This renewal shall cover all services as stated from August 1, 2015 – July 31, 2016.

Please return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

*DocuSigned by:
Duane Hoff*

9F709E7D50F148C...
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Peczuh Printing DBA American Direct Mail

By: Rick Miller - American Direct Mail

*DocuSigned by:
Rick Miller - American Direct Mail*
7EEA8BC1819246E...

Title: Mailing Manager

Date: 12/10/2015 | 08:25 MT



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this 21st day of August, 2014 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 American Direct Mail Services, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Pre-Sorted Mailing Services portion of the Project described by the Contract Documents and known as Mailing Services for the City of Grand Junction IFB-3862-14-DH.

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

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

ARTICLE 1

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

- Solicitation Documents for the Project; Mailing Services for City of Grand Junction IFB-3862-14-DH;
- Contractor's Submitted Bid Pricing and the Negotiated Pricing, per E-Mail Document Dated August 4, 2014;
- Work Change Requests (directing that changed work be performed);
- Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as compensation for the performance of all of the Work specified in the Contract Documents, the rate amounts as stated in the submitted negotiated pricing form for Pre-Sorted Mailing Services Only. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council or Mesa County Board of County Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

ARTICLE 6

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or

sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

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

The Contract is executed in four counterparts.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By: 
Duane Hoff Jr., Senior Buyer

9/10/14
Date

ATTEST:

By: Mary Sparks Sr. Admin Assistant
Name & Title

American Direct Mail Services, Inc.

By: 
Name & Title MAILING OPERATOR

8.25.2014
Date

ATTEST:

By: 
Name & Title Administrative Assistant



Purchasing Division

Invitation for Bid

IFB-3862-14-DH
Mailing Services for City of Grand Junction

Responses Due:

July 23, 2014 prior to 3:00pm
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

Purchasing Representative:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org
Phone (970) 244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

Mailing Services for City of Grand Junction

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Specifications/Scope of Services
Section 4	Bid Form
	Price Proposal/Bid Schedule Form

1. Instructions to Bidders

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide regular daily pickup and pre-sorted mailing services for the City of Grand Junction. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. Delivery of Bids:** Bidder shall submit a copy of their bid in a sealed envelope marked **IFB-3862-14-DH, due date, and the bidders name** clearly indicated on the envelope. The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Bidder as such will be treated as confidential by the City of Grand Junction (City)/ Mesa County (County) to the extent allowable in the Open Records Act.
- 1.4. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.5. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.6. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, http://www.gjcity.org/Purchasing_Information.aspx.
- 1.7. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.8. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.9. Addenda & Interpretations:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written

Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at http://www.gjcity.org/Purchasing_Information.aspx and/or BidNet at www.rockymountainbidsystem.com. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided in written addendum form from the City Purchasing Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.

- 1.10. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.11. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.12. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.13. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2. General Contract Conditions for Construction Projects

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract, the Bidder represents that he/she has familiarized himself with the local conditions

under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Bidder shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.4. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

2.6. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

2.7. Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

2.8. Insurance Requirements: The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per job aggregate.

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

The policies required by paragraphs (a) and (b) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.9. Indemnification:** The Contractor 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 Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.10. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.11. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed or Purchase Order. If there is no Notice to Proceed, it shall be the date of the Contract/Purchase Order or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

- 2.12. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.13. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.14. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.15. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.16. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

- 2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.18. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.19. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.21. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.22. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.23. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.

- 2.24. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) 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.
- 2.25. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.25.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.25.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.25.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.26. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.27. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.28. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.29. 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 at any time in accordance with its terms.

- 2.30. Force Majeure:** The Contractor 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 Contractor, unless otherwise specified in the contract.
- 2.31. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.32. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.33. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.34. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.35. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the

Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.42.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

3. Specifications/Scope of Services

3.1. General: The City of Grand Junction is soliciting qualified and interested Firms to provide mailing services for the City of Grand Junction. The general scope of services requires a contract with a Firm with background and experience in the mailing industry as well as experience working with the U.S. Postal Service, and end users, to coordinate, deliver, pick-up, and properly process all types and sizes of pieces to be mailed that require postage and processing.

The City and all of its divisions require mailing services on a nearly daily basis. One of the main pickup points is the City Clerk's Office located at City Hall. However, there will be need for regular, or semi-regular, pickups to occur for outlying divisions. The successfully selected Firm will work closely with the representatives from each pickup area to determine the appropriate levels of service required.

The City of Grand Junction expects the successfully selected Firm to act as a representative of the City for the duration of the contract. The City of Grand Junction expects to rely on the expertise of the selected Firm. Proposed fees should be all inclusive to the extent possible.

Note: The City uses the Bulk Mailing Permit of the current service provider.

3.2. Project Description:

3.2.1 Based upon estimated quantities and current pickup locations in "Section 3.2.2 Additional Information", please provide pricing as per the attached Price Bid Form. Also include a breakdown structure of your available discounts for volumes of various types of mailings.

3.2.2 Additional Information: The following information is being provided as per the request of the vendors that responded to the City's previous Request for Additional Information sent on December 1, 2009.

1. Workplaces currently receive daily pick up and drop off services at the following locations:

- Ambulance Billing Office at Fire Station #1. – 330 S. 6th Street
- City Clerk’s Office. – 250 N. 5th Street, Room #111
- Parks Recreation Office. – 1340 Gunnison Avenue
- Visitor and Convention Bureau (VCB). – 740 Horizon Drive

2. On average, the following are approximate quantities and sizes of mail sent out on a daily basis.

<u>Qty Per Day</u>	<u>Size</u>	<u>Division</u>
40	Letter	Ambulance Billing Office
100	Letter	City Clerk’s Office
45	Letter & 6 ½”x9 ½” Clasp	Parks Recreation
17	Letter & Postcard	VCB
49	Flats	VCB

3. Particular times of the year where Standard (Pre-Sorted Mailing Services) mailing is sent out.

<u>Qty</u>	<u>Size</u>	<u>Division</u>	<u>Event</u>
350	Letter	Parks Department	The Western Slope Tree Care Workshop
30	Letter	Parks Department	Forestry Licenses
30	Letter	Parks Department	Adopt-A-Flower Bed
200	Letter	Parks Department	Informational Flyer
4,500	Magazine	Parks Recreation	Activity Guide (3 times per year, 4,500 total)
100	Letter	Persigo	Once or twice per year
6,000	Letter	Utilities & Streets Services	Throughout the year
26,000	8 ½”x14” (folded in half, and half again)	Utilities & Streets Services	Spring Cleanup Program
26,000	8 ½”x14” (folded in half, and half again)	Utilities & Streets Services	Fall Leaf Cleanup Program
100-200	Letter	Police	Community Notifications
300	#10 Envelopes	Administration	Monthly Sales Tax Assessments

4. Priority (2-3 day) and Express (Overnight) mailings are sent out primarily through FedEx and occasionally through the USPS.

5.. “Rate Classes” used by most Divisions are: Letter – Flats – Postcards – Legal

6. The City’s current service provider provides postage for the outgoing

mail, but also picks up pre-stamped, as well.

7. The City typically ships packages through UPS, FedEx, and USPS.
8. Currently, payment for monthly billing is processed through the City Clerk's Office for the majority, and Ambulance Billing Office and VCB process their own.
9. The bulk of Certified Mail is processed through the current service provider. VCB and Two Rivers Convention Center use USPS.
10. City Divisions require "Complex" mailing services such as: folding, inserting, addressing, tabbing, labeling, sorting, etc.:
 - Once or twice per year (VCB)
 - Once yearly (Persigo)
 - Once a month (Police)

3.3. Special Conditions & Provisions:

3.4.1 PICKUP LOCATIONS: See Section 3.2.2 Additional Information, Question & Answer 1.

3.4.2 PRICE: Contract prices shall be as stated for the items specifically named on the bid page. Other items not specifically named shall be determined using the Firm's current price matrix and applying discounts at appropriate levels respective to the item.

Prices shall not be subject to the increase during the first twelve (12) months of the initial contract. Prices may change after this first twelve (12) month period of the initial contract award. Price increases will be considered during the Contract period, proportionate to USPS increase only. In addition, proportionate decreases in price will be extended to the City. Thirty-day (30) written notification and USPS documentation of price increase will be required prior to acceptance of increase.

The lowest listed price for the item in the Firm's price matrix shall be the price to which the City discount will be applied.

Note: Section 3.2.2 Additional Information, numbers 2 and 3 are statements for informational purposes only, and are not listed as such for pricing on the Pricing Bid Form. All line items for pricing on the Bid Form shall assume they meet minimum quantities per section.

3.4.3 ESTIMATED QUANTITIES: The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be processed throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single pickup amounts

unless otherwise stated. The City of Grand Junction makes no guarantees about single pickup quantities or total aggregate quantities.

3.4.4 CONTRACT PERIOD: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the Owner for any contractual commitment in excess of the original contract period which is August 11, 2014 to July 31, 2015.

3.4.5 OPTIONAL YEARS: The Owner with the mutual agreement from the supplier shall have three (3) additional, one year renewal options to extend the contract based upon satisfactory performance and price stability. If the option for the renewal is exercised by the Owner, the Owner and the vendor may negotiate terms, conditions, and price. Orders placed for the option years are dependent upon the availability and actual appropriations of funds for that year.

3.4.6 CONTRACT: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

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

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 bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder 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.

3.4.7 ADDITIONAL INFORMATION: For information concerning the bid process, please contact the City's Purchasing Division at (970) 244-1533 or check the City web site at www.gjcity.org

3.4.8 AWARD It is the intent of the Owner to award both types of mailing services as individual contracts. It is possible for both contracts to be awarded to a single firm, however, the Owner reserves the right to make award on all items, to split the award, or on any of the items according to the best interests of the government entity. **Bidder shall not be allowed to designate their bid response as an "all or nothing" bid.**

3.4. IFB Tentative Time Schedule:

- Invitation for Bids available July 9, 2014
- Inquiry deadline, no questions after this date July 16, 2014

- Addendum Posted July 18, 2014
- Submittal deadline for proposals July 23, 2014
- City Council or Board of Commissioners Approval August 6, 2014
- Contract execution (unless Council approval required) August 7, 2014
- Insurance Cert due August 7, 2014
- Services begins no later than August 11, 2014

3.5. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gicity.org

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-3862-14-DH "Mailing Services for City of Grand Junction"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone_____ **Address**_____

City_____ **State**_____ **Zip**_____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

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

State number of Addenda received: _____.

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

PRICE BID FORM: IFB-3862-14-DH Mailing Services for the City of Grand Junction

Itemized costs to provide all labor, supplies, postage, equipment and software necessary for the Mailing Services for the City of Grand Junction per specifications/scope of services:

Qty	Unit	Regular Daily Pickup Mailing Services	Price for Postage per item	Price for Processing/Handling per item
1	each	First Class Service - Letter Size (automated) – 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)		
1	each	First Class Service - Letter Size (machineable) – 1 oz. - 815-- zip code		
1	each	First Class Service - Letter Size (non-machineable) – 1 oz. - 815-- area code		
1	each	First Class Service - Letter Size (automated) – 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)		
1	each	First Class Service - Letter Size (machineable) – 1 oz. - 81501 zip code		
1	each	First Class Service - Letter Size (non-machineable) – 1 oz. - 81501 zip code		
1	each	Post Cards (automated) (w/11 digit bar code) (500 piece minimum) – 1 oz. – 3.5"x5"		
1	each	Post Cards (machineable) – 1 oz. – 3.5"x5"		
1	each	Flat Size – 3 oz – 9"x12"		
1	each	Priority Service – 14 oz - Letter Size to Denver		
1	each	Express Service – 8oz – Letter Size to Denver		
1	each	Package – 8 oz – Small Package to Denver		
1	each	Folding – Letter Size, Tri-Fold		
1	each	Inserting – Letter Size, One Insert, #10 Env.		
1	each	Tabbing – 15/16"		
1	each	Tabbing – 1 1/2"		
1	each	Addressing – Letter Size, Electronic List		
1	each	OCR/Barcoding		
1	each	Sealing – Letter Size		
		Any Additional Handling Fees (please specify)		
		Other Fees		

Qty	Unit	Pre-Sorted Mailing Services	Price for Postage per item	Price for Processing/Handling per item
1	each	First Class Service - Letter Size (automated) – 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)		
1	each	First Class Service - Letter Size (machineable) – 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)		
1	each	First Class Service - Letter Size (non-machineable) – 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)		
1	each	First Class Service - Letter Size (automated) – 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)		
1	each	First Class Service - Letter Size (machineable) – 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)		
1	each	First Class Service - Letter Size (non-machineable) – 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)		
1	each	Flat Size – 3 oz 81501		
1	each	Standard Service – Letter Size (automated) – 3.3 oz or less, to 815-- zip code		
1	each	Standard Service – Letter Size (machineable) – 3.3 oz or less, to 815-- zip code		
1	each	Standard Service – Letter Size (non-machineable) – 3.3 oz or less to 815-- zip code		
1	each	Standard Service – Letter Size (automated) – 3.3 oz or less, to 81501 zip code		
1	each	Standard Service – Letter Size (machineable) – 3.3 oz or less, to 81501 zip code		
1	each	Standard Service – Letter Size (non-machineable) – 3.3 oz or less to 81501 zip code		
1	each	Standard Service – Letter Size (automated) – 3.3 oz or less, to 81501 zip code (saturation) – Simplified Address		
1	each	Standard Service – Letter Size (machineable) – 3.3 oz or less, to 81501 zip code (saturation) – Simplified Address		

1	each	Standard Service – Letter Size (non- machineable) – 3.3 oz or less to 81501 zip code (saturation) – Simplified Address		
1	each	Standard Service – Letter Size (automated) – 3.3 oz or less, to 81501 zip code (saturation) (walk sequencing)		
1	each	Standard Service – Letter Size (machineable) – 3.3 oz or less, to 81501 zip code (saturation) (walk sequencing)		
1	each	Standard Service – Letter Size (non- machineable) – 3.3 oz or less to 81501 zip code (saturation) (walk sequencing)		
1	each	Standard Service – Letter Size (automated) – 3.3 oz or less, to 81501 zip code (high density)		
1	each	Standard Service – Letter Size (machineable) – 3.3 oz or less, to 81501 zip code (high density)		
1	each	Standard Service – Letter Size (non- machineable) – 3.3 oz or less to 81501 zip code (high density)		
1	each	Folding – Letter Size, Tri-Fold		
1	each	Inserting – Letter Size, One Insert, #10		
1	each	Tabbing – 15/16”		
1	each	Tabbing – 1 1/2”		
1	each	Addressing – Electronic List		
1	each	Sealing – Letter Size		
1	each	NCOA Services		
1	each	OCR/Barcoding		
		Any Additional Handling Fees – Please Specify		
		Other Fees		

	Any Prompt Payment Discounts	
	State Your Net Payment Terms	

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

**Authorized
Signature:** _____

Title: _____

4. Contractor's Bid Form

Bid Date: July 23, 2014

Project: IFB-3862-14-DH "Mailing Services for City of Grand Junction"

Bidding Company: AMERICAN DIRECT MAIL

Name of Authorized Agent: RICK MILLER

Email ADMS@AMERICANDIRECTMAIL.ORG

Telephone 970-241-8738 Address 2497-B, POWER ROAD

City GRAND JUNCTION State CO Zip 81507

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

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

State number of Addenda received: _____

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

PRICE BID FORM: IFB-3862-14-DH Mailing Services for the City of Grand Junction

Itemized costs to provide all labor, supplies, postage, equipment and software necessary for the Mailing Services for the City of Grand Junction per specifications/scope of services:

Qty	Unit	Regular Daily Pickup Mailing Services	Price for Postage per item	Price for Processing/Handling per item
1	each	First Class Service - Letter Size (automated) - 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)	NO BID	-
1	each	First Class Service - Letter Size (machineable) - 1 oz. - 815-- zip code	NO BID	-
1	each	First Class Service - Letter Size (non-machineable) - 1 oz. - 815-- area code	NO BID	-
1	each	First Class Service - Letter Size (automated) - 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)	NO BID	-
1	each	First Class Service - Letter Size (machineable) - 1 oz. - 81501 zip code	NO BID	-
1	each	First Class Service - Letter Size (non-machineable) - 1 oz. - 81501 zip code	NO BID	-
1	each	Post Cards (automated) (w/11 digit bar code) (500 piece minimum) - 1 oz. - 3.5"x5"	NO BID	-
1	each	Post Cards (machineable) - 1 oz. - 3.5"x5"	NO BID	-
1	each	Flat Size - 3 oz - 9"x12"	NO BID	-
1	each	Priority Service - 14 oz - Letter Size to Denver	NO BID	-
1	each	Express Service - 8oz - Letter Size to Denver	NO BID	-
1	each	Package - 8 oz - Small Package to Denver	NO BID	-
1	each	Folding - Letter Size, Tri-Fold	NO BID	-
1	each	Inserting - Letter Size, One Insert, #10 Env.	NO BID	-
1	each	Tabbing - 15/16"	NO BID	-
1	each	Tabbing - 1 1/2"	NO BID	-
1	each	Addressing - Letter Size, Electronic List	NO BID	-
1	each	OCR/Barcoding	NO BID	-
1	each	Sealing - Letter Size	NO BID	-
		Any Additional Handling Fees (please specify)	N/A	-
		Other Fees		

J.M.
7-23-2014

Qty	Unit	Pre-Sorted Mailing Services	Price for Postage per item	Price for Processing/Handling per item
1	each	First Class Service - Letter Size (automated) - 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)	\$ 0.406	\$ 0.05
1	each	First Class Service - Letter Size (machineable) - 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)	\$ 0.460	\$ 0.05
1	each	First Class Service - Letter Size (non-machineable) - 1 oz. - 815-- zip code (w/11 digit bar code) (500 piece minimum)	\$ 0.668	\$ 0.05
1	each	First Class Service - Letter Size (automated) - 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)	\$ 0.381	\$ 0.05
1	each	First Class Service - Letter Size (machineable) - 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)	\$ 0.460	\$ 0.05
1	each	First Class Service - Letter Size (non-machineable) - 1 oz. - 81501 zip code (w/11 digit bar code) (500 piece minimum)	\$ 0.668	\$ 0.05
1	each	Flat Size - 3 oz 81501	\$ 0.342	
1	each	Standard Service - Letter Size (automated) - 3.3 oz or less, to 815-- zip code	\$ 0.235	\$ 0.05
1	each	Standard Service - Letter Size (machineable) - 3.3 oz or less, to 815-- zip code	\$ 0.246	\$ 0.05
1	each	Standard Service - Letter Size (non-machineable) - 3.3 oz or less to 815-- zip code	\$ 0.501	\$ 0.05
1	each	Standard Service - Letter Size (automated) - 3.3 oz or less, to 81501 zip code	\$ 0.217	\$ 0.05
1	each	Standard Service - Letter Size (machineable) - 3.3 oz or less, to 81501 zip code	\$ 0.246	\$ 0.05
1	each	Standard Service - Letter Size (non-machineable) - 3.3 oz or less to 81501 zip code	\$ 0.408	\$ 0.05
1	each	Standard Service - Letter Size (automated) - 3.3 oz or less, to 81501 zip code (saturation) - Simplified Address	\$ 0.251	\$ 0.05
1	each	Standard Service - Letter Size (machineable) - 3.3 oz or less, to 81501 zip code (saturation) - Simplified Address	\$ 0.251	\$ 0.05

200 PC MIN

200 PC MIN

7-23-2014

1	each	Standard Service – Letter Size (non- machineable) – 3.3 oz or less to 81501 zip code (saturation) – Simplified Address	\$0.459	\$ 0.05
1	each	Standard Service – Letter Size (automated) – 3.3 oz or less, to 81501 zip code (saturation) (walk sequencing)	\$ 0.153	\$ 0.05
1	each	Standard Service – Letter Size (machineable) – 3.3 oz or less, to 81501 zip code (saturation) (walk sequencing)	\$ 0.166	\$ 0.05
1	each	Standard Service – Letter Size (non- machineable) – 3.3 oz or less to 81501 zip code (saturation) (walk sequencing)	\$ 0.361	\$ 0.05
1	each	Standard Service – Letter Size (automated) – 3.3 oz or less, to 81501 zip code (high density)	\$ 0.169	\$ 0.05
1	each	Standard Service – Letter Size (machineable) – 3.3 oz or less, to 81501 zip code (high density)	\$ 0.199	\$ 0.05
1	each	Standard Service – Letter Size (non- machineable) – 3.3 oz or less to 81501 zip code (high density)	\$ 0.377	\$ 0.05
1	each	Folding – Letter Size, Tri-Fold		\$ 0.020
1	each	Inserting – Letter Size, One Insert, #10		\$ 0.040
1	each	Tabbing – 1 5/16 NOT USPS ALLOWED 1.0" NEW SPEC.		\$ 0.025 MACH PASS
1	each	Tabbing – 1 1/2"		\$ 0.025 MACH PASS
1	each	Addressing – Electronic List		\$ 0.050
1	each	Sealing – Letter Size		\$ 0.020
1	each	NCOA Services		\$ 35. ⁰⁰ /LIST
1	each	OCR/Barcoding		NO BLD
		Any Additional Handling Fees – Please Specify		N/A
		Other Fees		N/A

200 PC MIN
 ↑
 ↓
 200 PC MIN

Any Prompt Payment Discounts	NO
State Your Net Payment Terms	30 DAYS

7-23-2014

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

PRICE BID FORM: IFB-3862-14-DH

MAILING SERVICES FOR THE CITY OF GRAND JCT.

Company: AMERICAN DIRECT MAIL

Authorized
Signature: Rich Miller

Title: OPERATOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2014

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 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 Banasky Insurance 6 West Main Street Price, UT 84501	CONTACT NAME: Chris Manwaring
	PHONE (A/C, No, Ext): (435)637-7803 FAX (A/C, No): (435)637-7811
	E-MAIL ADDRESS: chris@banasky.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Cincinnati Insurance Company NAIC # 106770
	INSURER B: The Cincinnati Insurance Companies
	INSURER C: The Cincinnati Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00066366-0 REVISION NUMBER: 3

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PRN3013484	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PRN3013484	04/01/2014	04/01/2015	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 EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PRN3013484	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRN3013484	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

CANCELLATION

Grand Junction City	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 (CIM)

© 1988-2010 ACORD CORPORATION. All rights reserved.



CONTRACT RENEWAL
#4318-16-DH

Date: December 16, 2016

Supplier: American Direct Mailing Services, Inc.

Project: 2nd Year Contract Renewal for Pre-Sorted Mailing Services – Mailing Services for City of Grand Junction IFB-3862-14-DH

Congratulations, you have been awarded the 2nd year renewal option for contract IFB-3862-14-DH for the Pre-Sorted Mailing Services – Mailing Services for City of Grand Junction, dated August 21, 2014.

The Contractor shall provide to the Owner the products and/or services set forth in the Contract Documents dated August 21, 2014 for Solicitation No. IFB-3862-14-DH for Mailing Services for City of Grand Junction – **for Pre-Sorted Mailing Services Only**. Fees and Fee Schedule shall remain the same from the original contract documents. This renewal shall cover all services as stated from August 1, 2016 – December 31, 2017.

Please return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Peczuh Printing DBA American Direct Mail

By:

DocuSigned by:

Rick Miller - American Direct Mail

Title:

Mailing Manager

Date:

12/20/2016 | 10:27 MST



CERTIFICATE OF LIABILITY INSURANCE

DATE 12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT ALTER THE RIGHTS UNDER THE CERTIFICATE POLICY. THIS CERTIFICATE DOES NOT REPRESENT OR GUARANTEE THAT THE POLICY IS CURRENTLY IN FORCE. THE POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY CONTRACT AND THE CERTIFICATE POLICY.

IMPORTANT: IF THE POLICY IS SUBJECT TO A COOPERATION CLAUSE, THE POLICY MUST BE MAINTAINED IN FULL FORCE AND EFFECT. IF COOPERATION IS VIOLATED, COVERAGE IS NOT AVAILABLE. THE COOPERATION CLAUSE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY CONTRACT AND THE CERTIFICATE POLICY.

POLICY CONTRACT NUMBER POLICY CONTRACT DATE POLICY CONTRACT TYPE	POLICY CONTRACT NUMBER POLICY CONTRACT DATE POLICY CONTRACT TYPE	POLICY CONTRACT NUMBER POLICY CONTRACT DATE POLICY CONTRACT TYPE	POLICY CONTRACT NUMBER POLICY CONTRACT DATE POLICY CONTRACT TYPE
--	--	--	--

THIS IS THE FIRST OF SEVERAL PAGES OF THIS CERTIFICATE. ALL INFORMATION IS SUBJECT TO THE POLICY CONTRACT AND THE CERTIFICATE POLICY. THE POLICY CONTRACT AND THE CERTIFICATE POLICY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY CONTRACT AND THE CERTIFICATE POLICY.

CLASSIFICATION	DESCRIPTION	RISK CLASSIFICATION	EXPOSURE CLASSIFICATION	EXPOSURE CLASSIFICATION	EXPOSURE CLASSIFICATION	EXPOSURE CLASSIFICATION	EXPOSURE CLASSIFICATION	EXPOSURE CLASSIFICATION
1	GENERAL LIABILITY	1	1	1	1	1	1	1
2	PRODUCT LIABILITY	2	2	2	2	2	2	2
3	COMPLETION DEFECT LIABILITY	3	3	3	3	3	3	3
4	CONTRACTORS POLLUTION LIABILITY	4	4	4	4	4	4	4
5	ADDITIONAL COVERAGES	5	5	5	5	5	5	5

THIS CERTIFICATE IS SUBJECT TO THE POLICY CONTRACT AND THE CERTIFICATE POLICY. THE POLICY CONTRACT AND THE CERTIFICATE POLICY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY CONTRACT AND THE CERTIFICATE POLICY.

POLICY CONTRACT NUMBER POLICY CONTRACT DATE POLICY CONTRACT TYPE	POLICY CONTRACT NUMBER POLICY CONTRACT DATE POLICY CONTRACT TYPE
--	--

Jeffrey E. Keller