# ADAMS COUNTY, COLORADO FIRST AMENDMENT FOR STORMWATER INVOICE PRINTING AND MAILING (2015.517)

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT ("First Amendment") is entered into this day of september, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Hampden Press, Inc., located at 9955 East Hampden Avenue, Denver, Colorado 80231, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

#### RECITALS

WHEREAS, on October 5, 2015, the County entered into a Purchase of Service Agreement with Hampden Press, Inc.; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

- 1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year from October 1, 2016 to September 30, 2017.
- 2. The fee schedule shall be \$36,991.11.
- 3. The Service Agreement and this First Amendment contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
- 4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- 5. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 6. Nothing expressed or implied in this First Amendment is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Amendment or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this First Amendment by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

- 7. If any provision of this First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 8. Each party represents and warrants that it has the power and ability to enter into this First Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

COUNTY MANAGER	•
Todd Leopold	9/8/16 Date
ATTEST: STAN MARTIN CLERK AND RECORDER  Deputy Clerk	APPROVED AS TO FORM:  Adams County Attorney
HAMPDEN PRESS, INC.	
Ni cole Jenn'i Print Name Signature	Vice Presedent Print Title 8/30/14 Date

# ADAMS COUNTY STORMWATER UTILITY

# Updated SCOPE OF WORK (SOW) for Amendment One to the Purchase of Service Agreement 2015.517

New Term: October 1, 2016 - September 30, 2017

The Printer shall supply all the materials, supervision, labor and equipment needed to print the invoices, educational flyers, and envelopes. The Printer will then fold the documents, stuff the envelopes and mail to Stormwater Utility's customers. Adams County will supply the Printer with all the necessary data to complete this project.

Invoices for Stormwater Utility's customers must be postmarked by the following dates; quantities are an estimate and may vary for each billing cycle:

# September 30:

- Print and mail 8,000 single page invoices (approx.)
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish);
- 2 side print (front side: individual invoice back-side: common payment options); black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink;
- #9 envelopes white with printed return address in black ink;
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

# December 1:

- Print and mail 3,000 single page Final Notices (approx.)
- 8.5"x11" white paper; single side in black ink; no perforation;
- Folding (tri-fold) and stuffing Final Notice into #10 window envelope
- #10 window envelope white with Adams County logo and address printed on the front with black ink;
- No return envelope

### January 5:

- Print and mail 4,000 invoices (approx.)
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish)
- 2 side print (front side: individual invoice back-side: common payment options); black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink;
- #9 envelope white with printed return address in black ink;
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

#### April 1:

- Print and mail 26,000 invoices (approx.)
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or

glossy finish)

- 2 side print (front side: individual invoice back-side: common payment options); black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink;
- #9 envelope white with printed return address in black ink;
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

# Option 1:

- Print 26,000 Educational flyers (approx.)
- 8.5"x11" 70 pound text weight paper (NOT coated matte or glossy finish)
- Two (2) side print
- One (1) side color NOT glossy finish and one (1) side black ink
- Four (4) color with bleed edges

# Option 2:

- Print 26,000 Educational flyers (approx.)
- 8.5"x11" 70 pound text weight paper (NOT coated matte or glossy finish)
- Two (2) side print; both sides printed in color
- Four (4) color with bleed edges

Option 1 or 2 above will be folded and stuffed into the envelopes for the April 1 run. They are not a stand-alone piece.

# July 1:

- Print and mail 9,000 invoices (approx.)
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish);
- 2 side print (front side: individual invoice back-side: common payment options); black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink;
- The word "REMINDER" printed in black or red ink on the #10 window envelope
- #9 envelope with printed return address in black ink;
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

The County currently does not have the capability to sort the mailing addresses according to zip code. The County will submit to the Printer one large PDF file that will contain single page individual invoices. At this time the County is not able to take advantage of discounts offered by the Postal Service for sorting by zip code.

It is CRITICAL that when printing the PDF statement file, the Printer does not use or apply scaling in any way. If the statements are printed incorrectly then the bar code scanning functionality will not be viable to process the payments automatically.

The County shall be responsible for separating out the multi-page invoices (more than one page) from the PDF file. The County will mail the multi-page invoices in-house. There are approximately 35 multi-page accounts representing about 100 total pages. The Printer will not need to pull, print or mail the multi-pages. Adams County will take care of this and we will only provide the Printer with the single-page invoices.

The Printer may be required to split and mail in batches a certain amount of envelopes per day to allow the County to control the number of phone calls and reduce peak volume of calls.

The billing cycle and estimated amounts may be subject to change.

Exact mailing dates will be pre-set by the County prior to each billing cycle.

The County shall pay for postage up front and be billed once all services have been provided. A detailed invoice needs to be submitted to Adams County Stormwater after each billing cycle. Postage is to be invoiced separately from the printing services. Postage will be under one Purchase Order and the printing services will be under a second Purchase Order in order to facilitate the administration of these costs.

The Utility's customers' mailing and billing data are confidential information and may not be distributed or used for any other purpose.

Stormwater invoices are time sensitive. The successful vendor will have three to five (3-5) business days to complete the print job and mail the invoices to Stormwater's customers after receipt of the PDF file from the County.

Stormwater expects that if the actual quantities are lower than initially estimated, then the price will be lower proportionally. The same would happen if the actual quantities are higher than initially estimated, then the price would increase proportionally.

# End of Scope of Work

ADAMS COUNTY STORMWATER UTILITY
Updated Estimated PRICE for AMENDMENT ONE to
Purchase of Service Agreement 2015.517
New Term: October 1, 2016 – September 30, 2017

PROJECTS	QUANTITY	PRICE for MATERIALS AND PRINTING ONLY	ESTIMATED POSTAGE
September 30 Print & Mail Project	8,000	\$2,130.92	\$3,448,00
December 1 Print & Mail Project	3,000	\$916.01	\$1,293.00
January 5 Print & Mail Project	4,000	\$1,160.51	\$1,724.00
April 1 Print & Mail Project	26,000	\$6,450.34	\$11,206.00
July 1 Print & Mail Project	9,000	\$2,371.62	\$3879.00
TOTAL FOR ONE YEAR		\$13,029.40	\$21,550.00
April 1 - OPTION ONE: Educational Flyers Two sides: one side black & one side color	26,000	\$1,708.33	Included in April
April 1 - OPTION TWO: Educational Flyers Both sides printed in color	26,000	\$2,027.48	Included in April
Imprint 9000 Red Ink	9,000	\$384.23	
Imprint 9000 Black Ink	9,000	\$349.23	

Print & mail the invoices three to five (3-5) days after receipt of the County's PDF file(s) depending on when the County approves the proofs.

Comments or Clarifications:
The project Scope of Work is priced with standard #9 Regular Envelopes & #10 Window Envelopes (not 100% recycled envelopes). Estimated postage costs are based on the postage rates on 6/28/2016.

# **Anna Forristall**

From:

Juliana J. Archuleta

Sent:

Thursday, August 18, 2016 9:32 AM

То:

Anna Forristall

Subject:

RE: Adams County Stormwater Invoice Printing/Mailing

Printing	Postage	Total
\$15,441.11	\$21,550.00	\$36,991.11

Hi Anna, above is the final cost of this project (I selected the most expensive options as recommended, thank!). I'm in the process of closing the previous P.O.

Yes we will add 2 accounts (Printing and postage) to the P.O.

See emails below, I'm trying to figure out what is the next step and how much money we have. Thanks! Juliana.

From: Juliana J. Archuleta

Sent: Thursday, August 18, 2016 8:37 AM

**To:** Rene Valdez

Subject: RE: Adams County Stormwater Invoice Printing/Mailing

Hi Rene, we need \$3,100 for Printing and \$4,800 for postage for the last 2 mailings of the year. This is just an estimate, and it may be a little cheaper than that.

How much it was budgeted for 2017 for each account? Next year we are adding more pieces of mail and the cost will be higher. Thanks, Juliana.

From: Rene Valdez

Sent: Wednesday, August 17, 2016 4:47 PM

To: Juliana J. Archuleta

Subject: RE: Adams County Stormwater Invoice Printing/Mailing

Juliana,

What is the cost for the printing and mailing for the rest of this year?

Thanks,



Transportation Stormwater and Infrastructure Manager, *Transportation Department* ADAMS COUNTY, COLORADO 4430 S. Adams County Parkway, Suite W2000B Brighton, CO 80601 o: 720.523.6961 | rvaldez@adcogov.org

U: 720.323.0301 | TValdez@ducogov.org

www.adcogov.org

René Valdez

From: Juliana J. Archuleta

Sent: Wednesday, August 17, 2016 4:10 PM

To: Rene Valdez