

**STATE OF WYOMING  
LEGISLATIVE SERVICE OFFICE**

**CONTRACT FOR PHOTOCOPYING SERVICES  
November 2020**

**I. PARTIES**

The Parties to this Contract are the Wyoming Legislature, through the Legislative Service Office under the direction of the Wyoming Legislature's Management Council, 200 West 24th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as "LSO" or "Agency"), and FedEx Office and Print Services, Inc., 7900 Legacy Drive, Plano, Texas 75024 (hereinafter referred to as "Contractor").

**II. PURPOSE**

The Agency enters into this Contract with the Contractor for photocopying services for the Wyoming Legislature. Except as otherwise provided in this Contract, Contractor agrees to provide services in accordance with the terms contained in the State of Wyoming Request for Proposal No. 0074-F (hereinafter referred to as "RFP 0074-F") and Contractor's response thereto. Except as otherwise provided in this Contract, RFP 0074-F, as set out in Attachment A, and Contractor's response thereto, as set out in Attachment B, are specifically incorporated into this Contract.

The Parties agree that the following provisions in RFP 0074-F shall not apply to this Contract:

A. Section 2: General Provisions, Paragraph 1.1;

B. Section 2: General Provisions, Paragraph 2.1;

C. Section 2: General Provisions, Paragraph 3.2;

D. Section 2: General Provisions, Paragraph 6.1 provided that the Parties further agree that audits of records of the Contractor pertinent to this Contract will be permitted once per year at a mutually agreeable time during normal business hours of the Contractor, and that any such audits shall be at the Agency's expense;

E. Section 2: General Provisions, Paragraph 10.1.

**III. GENERAL PROVISIONS**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed, and signed by all Parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Approval by the Governor and the State Treasurer.** Pursuant to Article 3, Section 31 of the Wyoming Constitution, this Contract is subject to the approval of the Wyoming Governor and the Wyoming State Treasurer.

**D. Entirety of Contract.** This Contract, consisting of five (5) pages, Attachment A, consisting of nineteen (19) pages, and Attachment B, consisting of seventeen (17) pages, represent the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**E. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**F. Indemnification.** Each Party will, if promptly notified by the other and given the right to control the defense and approve any settlements, indemnify, defend, and hold harmless the other from and against all claims, demands, liabilities, causes of action, debts, or damages (including reasonable attorneys' fees and expenses) arising out of or related to: (i) Any breach by the indemnifying Party of any confidentiality obligation or representation or warranty made by the indemnifying Party under this Contract; or (ii) Personal injury or tangible property damage to the extent proximately caused by the negligent acts or omissions of the indemnifying Party, its employees, or representatives in connection with this Contract.

**G. Independent Contractor.** The Contractor shall function as an Independent Contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming or the Agency for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, or similar benefits available to employees of the State of Wyoming or the

Agency will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

**H. Limitation of Liability.** In no event will either Party be liable to the other for lost profits, special, incidental, punitive, consequential, or indirect damages (including lost profits) arising under this Contract, whether based in contract, tort (including negligence), intended conduct, or otherwise, even if that Party has been advised of the possibility of such damages. The aggregate amount of any liability of the Contractor for any claims arising from or relating to the Contract will not exceed, in any event, the amount paid to Contractor under this Contract for the performance of services during the twelve months immediately preceding the date on which the claim arose.

**I. Notices.** All notices arising out of or from the provisions of this Contract shall be in writing and given to the Parties at an address provided under this Contract, either by regular mail, delivery in person, or e-mail.

**J. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect and either Party may renegotiate the terms affected by the severance.

**K. Sovereign Immunity.** The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this Contract will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

**L. Third Party Rights.** The Agency represents and warrants that neither it nor any of its agents, employees, or representatives will use the services for, or present to the Contractor any request for services from the Contractor that would involve the reproduction, possession, or transmission by the Contractor of any of the Agency's materials whose reproduction, possession, or transmission would violate the copyright, patent right, service mark, or trademark right, right of publicity, right of privacy, trade secret right, license of any third party, or violate any applicable law, unless the Agency has the right to allow the Contractor to reproduce, possess, or transmit those materials.

**M. Waiver.** Failure to object to a breach of any term or condition of this Contract shall not constitute a waiver of any prior or subsequent breach.

#### **IV. SPECIAL PROVISIONS**

**A. Term; Extension; Termination.**

1. **Term.** The term of this Contract shall begin on the Effective Date of this Contract and end November 30, 2021, unless otherwise extended.

2. **Extension.** This Contract may be extended upon mutual written consent of the Parties for not more than three (3) additional one (1) year periods.

3. **Termination of Contract.** This Contract may be terminated, with or without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms and conditions of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities.

**B. Price for Services; Payment.**

1. **Price for Services.** Attachment B, Proposal Price Sheet contains the list of prices to be charged by Contractor for services under this Contract. Actual Agency spend levels will be reviewed semi-annually. Pricing may only be increased once during any twelve (12) month period. Initial pricing is effective fifteen (15) days after this Contract is submitted for implementation. Pricing and discounts do not apply to outsourced products or services, delivery charges, office supplies, notary services, shipping services, inkjet cartridges, equipment rental, conference room rental, Sony Picture Station, gift certificates, specialty papers, custom calendars, holiday promotion greeting cards, postage, DocStore fees, video conferencing, or services that may be offered in the future but are not available as of the date of this Contract. Services at hotel or convention locations are not eligible for pricing or discounts. Pickup and delivery services, where available, may be subject to delivery fees and to limitations on distance as established by FedEx Office and individual FedEx Office Print and Ship Center locations from time to time.

2. **Payment.** Payment must be tendered or charged to a FedEx office invoiced account number at the time services are performed. Contractor shall submit monthly invoices for payment for the services provided under this Contract which shall be sent to "Legislative Service Office, 200 West 24th Street, Cheyenne, Wyoming 82002." Invoices shall be promptly processed for payment not later than fifteen (15) days after receipt by the Agency. To receive the agreed pricing, the Agency must present its FedEx Office Account Number.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**V. SIGNATURES**

In witness thereof, the Parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

**Date:**


**Date:**

**AGENCY**

**CONTRACTOR**

  
\_\_\_\_\_  
Matt Obrecht, Director  
Legislative Service Office

11/19/2020

  
\_\_\_\_\_  
Aimee DiCicco, Senior VP Sales  
For FedEx Office and Print Services, Inc.

12/02/2020

**APPROVED**  
By FedEx Office Legal - SRL at 1:26 pm, Nov 11, 2020



Attachment A

STATE OF WYOMING  
DEPARTMENT OF ADMINISTRATION AND INFORMATION  
PROCUREMENT SECTION  
2800 CENTRAL AVENUE  
CHEYENNE, WY 82002

REQUEST FOR PROPOSAL NUMBER 0074-F

**WYOMING LEGISLATURE  
LEGISLATIVE SERVICE OFFICE**

## **Photocopying Services**

PROPOSAL DUE DATE AND TIME  
OCTOBER 29, 2020 – 2:00 P.M. MOUNTAIN TIME

PURCHASING REPRESENTATIVE: Debi Walker  
E-MAIL ADDRESS: [debi.walker@wyo.gov](mailto:debi.walker@wyo.gov)  
TELEPHONE NUMBER: (307) 777-6707

# Attachment A

## **TABLE OF CONTENTS** WYOMING STATE LEGISLATURE R.F.P. NUMBER 0074-F

	PAGES
Section 1: Request for Proposal	3-4
Section 2: General Provisions	5-6
Section 3: Special Provisions	7-9
Section 4: Key Dates	10
Section 5: Scope of Work	11-16
Section 6: Evaluation Methodology	17
Section 7: Proposal Price Sheet	18-19



## Attachment A

### **SECTION 1: REQUEST FOR PROPOSAL**

#### **1. SUBMISSION OF PROPOSALS:**

The A&I Procurement Office will receive proposals for photocopying services for the Wyoming Legislative Service Office (hereinafter referred to as “LSO” or “Agency”), acting on behalf of the Wyoming State Legislature through the public purchase online bidding system. Proposals are due no later than October 29, 2:00 p.m. Mountain Time.

The proposal should be uploaded as separate documents and identified as such, along with all required information for the evaluation committee to review and score the proposals.

- 1.1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals should be uploaded on the public purchase online bidding system. Proposals sent by FAX, email, or paper copy may be rejected.
- 1.2. Proposals should be submitted through the public purchase online bidding system on or before the time and date specified. Proposals received after the time and date specified may be rejected.
- 1.3. The State of Wyoming reserves the right to withdraw this Request for Proposal, without cause, at any time before a contract has been fully signed.

#### **2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:**

- 2.1. A proposal may be altered through the public purchase online bidding system before the proposal due date and time contained in this document.
- 2.2. The proposer may withdraw its proposal through the public purchase online bidding system up to the proposal due date and time contained in this document. If a proposal is accepted and the proposer then fails to furnish the service agreed to in the proposal, that proposer may be eliminated from future consideration.

#### **3. PREPARATION OF PROPOSALS:**

- 3.1. A proposal may be rejected if it modifies any of the provisions, specifications, or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.

#### **4. AWARD AND CONTRACT INFORMATION:**

- 4.1. The State of Wyoming will ensure that minority business enterprises are afforded full opportunity to submit proposals. The State of Wyoming will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.
- 4.2. The proposer also agrees that should it be awarded a contract, it will not discriminate against any person who performs work under the contract because of age, race, color, sex, creed, national origin, or disability. In addition, the successful proposer shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.
- 4.3. The proposer expressly warrants to the State that it has the ability and expertise to perform the contract if awarded. In doing so it shall use the highest standards of professional workmanship.
- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any

## Attachment A

informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Agency will award the contract to the firm determined to have the most responsive and responsible proposal by the Agency.

- 4.5. The successful proposer will be required to agree to and execute a formal contract with the State.
- 4.6. If applicable, the State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

DATED: October 1, 2020

STATE OF WYOMING  
Procurement Section  
Debi Walker

## Attachment A

### **SECTION 2: GENERAL PROVISIONS**

#### **1. INSURANCE:**

- 1.1. The contract between the successful proposer and the State shall require the successful proposer to carry certain insurance policies. All such insurance policies, except workers' compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency and the State, its agents and employees.

#### **2. LAWS TO BE OBSERVED:**

- 2.1 The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, rule, bylaw, ordinance, regulation, order or decree whether by itself or its employees.

#### **3. ASSIGNMENT:**

- 3.1 The proposal shall not be assigned by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the proposal and signed by all parties participating.
- 3.2 The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the State's prior written authorization.

#### **4. ACCOUNT REPRESENTATIVE:**

- 4.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing its account. The representative shall provide the services required to ensure that the account will be administered in an organized, systematic manner.

#### **5. EXTENSION AND AMENDMENT:**

- 5.1 The proposer and the State covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the State, be extended for a time agreed upon in the formal contract.

#### **6. AUDIT AND ACCESS TO RECORDS:**

- 6.1 The State or any of its duly authorized representatives shall have access to the proposer's books, documents, papers, electronic data and records that are directly pertinent to this Request for Proposal.

#### **7. CONFLICT OF INTEREST:**

- 7.1 The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purposes of the proposal.

#### **8. NO FINDER'S FEE:**

- 8.1 The proposer warrants that no finder's fee, employment agency fee, or other fee related to the proposal shall be paid.

#### **9. SOVEREIGN IMMUNITY:**

- 9.1 Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Agency expressly reserve sovereign immunity and specifically retain all immunities and defenses available

## Attachment A

to them as sovereigns. The proposer acknowledges that the State of Wyoming has sovereign immunity. Designation of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Request for Proposal shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

### **10. INDEMNIFICATION:**

- 10.1 The proposer shall release, indemnify, and hold harmless the State, the Agency, and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's failure to perform any of the proposer's duties and obligations hereunder or in connection with the negligent performance of the proposer's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's negligence or other tortious conduct.

### **11. APPLICABLE LAW/VENUE:**

- 11.1 The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## Attachment A

### SECTION 3: SPECIAL PROVISIONS

**PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON: OCTOBER 29, 2020**

**PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY BE REJECTED.**

**It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. § 16-4-201 through § 16-4-205. Please identify each confidential page with the word "CONFIDENTIAL" in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the proposer submits information that it believes is confidential, it must include a statement justifying its basis for that belief.**

#### **1. STATE PARTIES:**

- 1.1. This Request for Proposal is issued by the A&I Procurement Office on behalf of the Agency.
- 1.2. Throughout this document and others in connection with this project, various references are made, or will be made to the "State." Generally, whenever this reference appears, the term "State" incorporates the Wyoming State Legislature, the Legislative Service Office and all state agencies that will be working on this Request for Proposal.
- 1.3. It should be understood that the Director of the Legislative Service Office is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Any contracts, agreements, or modifications not bearing this signature or that of a designee are invalid.

#### **2. CONTENT AND PROCUREMENT POINTS OF CONTACT:**

- 2.1 The A&I Procurement Office is the primary point of contact from the date of release of the Request for Proposal until the contract is fully executed.
- 2.2 Written questions about the procurement process should be submitted through the Public Purchase online bidding system until 2:00 p.m. Mountain Time, October 12, 2020. Any questions received after the deadline may not be accepted or considered. **Each question should be submitted individually.** It is the proposer's responsibility to check the Public Purchase system for answers to questions, addenda, or bid tabulations. Telephone calls, emails, or faxes may not be accepted.
- 2.3 Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the Request for Proposal.

#### **3. RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF:**

- 3.1. Until a proposer is selected and the selection is announced, proposers are not allowed to communicate with State staff except:
  - 3.1.1. Procurement Section;

## Attachment A

3.1.2. Via written questions through the Public Purchase online bidding system.

3.2. If a proposer violates, the State reserves the right to reject the proposal.

#### **4. EFFECTIVE DATES OF PROPOSAL:**

4.1. All terms, conditions, and costs quoted in the proposer's response will be binding on the proposer for 180 days from the effective date of the proposal.

#### **5. ADVERTISING AWARD CONDITIONS:**

5.1. A fully executed contract should be completed with the Agency before the successful proposer may advertise the award of the contract or the services being provided. The proposer should agree not to refer to awards in commercial advertising in a manner that states or implies that the firm or its services are endorsed or preferred by the State of Wyoming.

#### **6. CONTRACT NEGOTIATIONS:**

6.1. The Agency will notify the successful proposer and negotiate a contract. The successful proposer will be required to enter into and sign a formal contract with the Agency.

6.2. After review of all proposals, a firm will be selected for contract negotiations. Final selection will be subject to the negotiation of a satisfactory agreement on the terms and fees. The State of Wyoming assumes no obligation to the selected firm until agreement is reached and a contract is fully executed. If agreement is not reached, negotiations will be terminated and negotiations may be initiated with the second most qualified firm. The Agency will not negotiate concurrently with more than one firm for the same job.

#### **7. BEGINNING WORK:**

7.1. The successful proposer may not perform any work that could be billed until a contract has been executed. The State will not pay for any work by the proposer before the date a contract is fully executed with all required signatories.

#### **8. COPYRIGHT INFRINGEMENT:**

8.1. The proposer warrants that no materials, products, and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the proposer, and the proposer shall defend the claim. The defense will be at the proposer's expense.

#### **9. COST OF PREPARING PROPOSALS:**

9.1. All costs incurred for preparing the proposal and for other procurement related activities are solely the proposer's responsibility. The State of Wyoming will not provide reimbursement for these costs.

#### **10. RISKS AND LIABILITY:**

10.1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and its release.

#### **11. AMENDMENTS:**

11.1. The State reserves the right to amend this Request for Proposal before the proposal submission date. Amendments will be uploaded to the Public Purchase system. It is the proposer's responsibility to check the Public Purchase system for amendments.

## Attachment A

### **12. PROPERTY DAMAGE AND LIABILITY INSURANCE:**

- 12.1. The proposer may be required to furnish proof of property damage and liability insurance in the amount deemed necessary by the Agency for the project, if applicable.
- 12.2. Questions regarding the required insurance coverages and limits for this project should be submitted in writing in accordance with instructions outlined in the special provisions.

### **13. MISREPRESENTATION OF INFORMATION:**

- 13.1. Misrepresentation of a proposer's status, experience, or capability in the proposal may result in disqualification of that proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the A&I Procurement Office, preclude the proposer from the selection process.

### **14. DISPOSITION OF PROPOSALS:**

- 14.1. All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted.

### **15. LEGAL CONSIDERATIONS:**

- 15.1. Proposers are presumed to know all requirements of the Request for Proposal and applicable law. Any proposal that fails to meet all requirements may, at the option of the State, be rejected without further consideration.

### **16. PROPOSER RELATIONSHIP WITH STATE:**

- 16.1. Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity, and integrity. The proposer will operate at all times in the State's best interests and in a straightforward, trustworthy, and professional manner. The proposer shall:
  - 16.1.1. Work cooperatively with the State's staff and business partners whenever required.
  - 16.1.2. Work cooperatively with the staff of other proposers whenever required.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## Attachment A

### **SECTION 4: KEY DATES**

The following schedule of events is subject to change at the sole discretion of the Agency:

Event Description	Date	Time
RFP Released	10/1/2020	N/A
Closing Date for Questions	10/12/2020	2:00 P.M. MT
Proposal Submission Due Date	10/29/2020	2:00 P.M. MT
Tentative Contract Award Date	11/2020	N/A
Tentative Work Begins Date	12/2020	N/A

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## Attachment A

### SECTION 5: SCOPE OF WORK

#### 1. INTRODUCTION:

The Legislative Service Office (LSO) is the non-partisan central staff agency for the Wyoming State Legislature. Part of its duties is to provide copying services for the Legislature throughout the year. The LSO has significant in-house photocopying capability but may desire to contract for the bulk of the high volume photocopying services described under this Request for Proposal.

The LSO is soliciting proposals to provide this service rather than issuing an invitation for bids. The ability to meet the needs of the Legislature is a factor in the selection process, as well as price. The successful proposal will have the capacity to perform accurate, high volume copying of a variety of documents within a short time frame on short notice.

It is anticipated that the successful firm will execute a contract for one (1) year, which, subject to acceptable performance and reasonable price, may be extended for not more than three (3) additional periods of one (1) year each. In no event shall the price increase from year to year exceed five percent (5%).

#### 2. SCOPE OF SERVICES:

There are two basic types of service. One relates to the copying of legislation; the second is described as special projects.

##### 2.1 Copying of legislation

##### 2.1.1 Period of service:

2.1.1.1 The copying of legislation is related to sessions of the Wyoming Legislature (Legislature). The Legislature convenes:

- In General Session on the second Tuesday of January in odd-numbered years for not to exceed 40 days;
- In Budget Session on the second Monday in February in even-numbered years for typically 20–23 days;
- In Special Session when called into a special session by the Governor or by the Legislative leadership; usually 30 to 60 days' notice is provided in advance of a special session. Though technically not limited as to duration, special sessions generally last no more than 7 legislative days.

2.1.1.2 Bill copying services are generally required beginning several weeks in advance of the convening of the Legislature and continuing until approximately 15 days following adjournment. Services are generally required beginning in late November preceding the General Session, beginning in early December preceding a Budget Session and about 30 days in advance of a special session.

##### 2.1.2 For the purpose of providing services under this agreement, assume:

2.1.2.1 That the Martin Luther King, Jr. and President's Day holidays are regular business days for the Legislature;

## Attachment A

- 2.1.2.2 That the Legislature will not be in Session on a Saturday or Sunday. Being in Session on a Saturday is technically possible, but advance notice of several days is usually provided.
- 2.1.3 Types of bills and specifications related thereto:
- 2.1.3.1 Generally - Legislation consists of House Bills, House Joint Resolutions, Senate Files and Senate Joint Resolutions. The term "bill" refers generally to all 4 types of legislation.
- 2.1.3.2 As legislation or a "bill" is processed, it begins as an "Introduced Bill". A revised "engrossed" version of the bill may be created when the bill is sent from one house to the other, or occasionally another bill may be "substituted" for it. If enacted into law, the bill becomes a "chapter".
- 2.1.3.3 All bills are copied two sided on 8.5 x 11, 20# sulfite paper, three hole punched on the left side, and stapled in the upper left hand corner. Bills can range in length from 1 page to over 300 hundred pages. However, the overwhelming majority of bills are under 20 pages in length.
- 2.1.3.4 Note: In the case of unusually long bills where stapling is impractical, an alternative means of assembling can be substituted with the agreement of LSO, e.g. metal fasteners.
- 2.1.4 Past volume and paper color requirements. Note volume is subject to change given the public health emergency. These numbers are not intended either as a guarantee of a minimum volume of work or as the maximum capacity that may be needed.
- 2.1.4.1 Introduced Bills: Approximately 165 copies; White paper
- 2.1.4.2 Engrossed Bills:
- Senate bills: 115 copies; Blue paper
  - House bills: 75 copies: Green paper
- 2.1.4.3 Substitute Bills:
- Senate bills: 100 copies; Buff paper
  - House bills: 160 copies; Buff paper
- 2.1.4.4 Chapters: 215 copies; White paper
- 2.1.5 LSO will ensure that the type of bill is clearly identified.
- 2.1.6 Number of and delivery requirements for each type of bill:
- 2.1.6.1 Generally - It is not possible to accurately predict the number of bills of each type. Numbers vary with each session; however, the following is offered as being typical:
- A General Session will likely have 600 - 700 Introduced Bills; 120 House Engrossed Bills; 70 Senate Engrossed Bills; 10 Substitute House Bills; 10 Substitute Senate Bills and 220 Chapters. This estimate is reasonably representative of volumes experienced by the LSO; it is not intended either as a guarantee of a minimum volume of work or as the maximum capacity that may be needed.

## Attachment A

- On average, volumes related to General Sessions are approximately double those for Budget Sessions.
- Special sessions usually have no more, and usually far less, than 10% of the total volume of a General Session.

2.1.6.2 Delivery requirements. Note delivery requirements are subject to change given the public health emergency.

- Introduced Bills:
  - Beginning with the service period described in 2.1.1 above, Introduced Bills become available for copying as legislators and committees approve them. With very minor exceptions, the period for copying Introduced Bills ends about 3 weeks into the General Session and 1 week into the Budget Session. (For special sessions, it usually ends within a day or two after the session convenes.)
  - During the service period, there may be numerous days where no Introduced Bills are sent for reproduction; on other days, there may be several bills; on occasion, more than 25 bills may be approved for introduction and require reproduction on a single business day.
  - Vendors should also be aware that for several days leading up to the deadline for introduction of bills, the daily number of bills sent for reproduction may be triple the normal amount. It is essential that vendors have capacity (and a backup plan) to handle the workload during these "crunch" times.
  - Introduced Bills can be approved as early as 7:30 a.m. and as late as 9:00 p.m. on any business day. The bulk of approvals will be between 8:00 a.m. and 5:00 p.m.
  - Required copies of Introduced Bills approved on one business day must be delivered to LSO by 8:00 a.m. on the next business day.
  - All copies of each bill delivered to LSO must be separately packaged in some fashion to avoid co-mingling with other bills, e.g., all copies of the same bill may be placed in a separate bag or box or bundled and tied as a package. It is not sufficient to separate stacks of different bills with a colored page.
  - LSO will provide electronic copies of all bills in PDF format upon approval to the individual(s) identified by the vendor for purposes of making the required copies.
- Engrossed and Substitute Bills:
  - Engrossed and Substitute Bills occur intermittently but only when the Legislature is actually in Session. It is unlikely that a total of more than 25 Engrossed and Substitute Bills would be

## Attachment A

required on any given day. Delivery requirements are the same as for Introduced Bills, except that where practicable, if such bills are available before noon, delivery of copies by 5:00 p.m. the same day is desirable, but not required.

- Chapters:
  - Chapters become available toward the end of a session and continue for up to 15 days thereafter pending final action by the Governor. Delivery requirements are the same as for Introduced Bills.

2.2 Special Projects. Apart from the copying of legislation, the LSO has periodic copying and printing needs for special projects of varying lengths, volumes and specifications. In some cases, a relatively fast delivery time is desired, e.g. overnight. These needs cannot be precisely projected and there is no guarantee that there will be any requirement for services for special projects. However, given past work requirements, it is anticipated that such needs could arise during the term of the contract.

2.2.1 The following types of special projects will be offered first to the selected vendor and the proposal shall state whether the vendor has the capacity to handle each of the following types of special projects:

- Copying of House and Senate digests, typically 175 two-volume sets of 300-500 pages each volume; 2 sided, perfect bound.
- Copying of standard reports; e.g. 150 copies of a 50-page report. Delivery required in 24 to 36 hours; white paper, stapled, color cover.
- Copying of files for litigation; e.g., 5 separate sets of several thousand pages each of files; some legal size documents; 1-2 day delivery.
- Copying of budget materials; 120 copies of 350-page set of documents; placed in ring binder notebooks with tabs.

2.2.2 NOTE: It is expressly understood that for special projects other than those listed above, the LSO reserves the right to simultaneously offer such projects both to the vendor awarded the general contract under this Request for Proposal and to other vendors through formal bids, written or verbal quotes, or competitive or non-competitive negotiation. This category of special projects may include the following types:

- Management Audit Committee reports, 50 copies of 100-page document, including numerous pages of color copying and spiral binding.
- Brochures, pamphlets and other unique legislative promotional items.

2.3 Site Visits. LSO reserves the right to visit the vendor's facility prior to final award of this contract.

### 3. REQUIRED PROPOSAL CONTENT:

3.1 Identification of the firm submitting the proposal. This shall include:

## Attachment A

- 3.1.1 The name, address, phone number, facsimile number (if any) and email address of the firm. Include the address of any location where it is anticipated that the photocopying described under this Request for Proposal will actually be performed.
- 3.1.2 A brief description of the history of the firm (including the length of time the firm has been in the photocopying business) and the firm's legal structure, e.g. sole proprietorship, partnership, corporation, etc., and a brief description of the ownership.
- 3.1.3 The name and job title of the person(s) who will be the primary point of contact with the firm regarding the services to be provided.
- 3.2 A description of the capacity of the firm to perform the services indicated. This shall include:
  - 3.2.1 A brief description of the equipment and staffing available to provide the services described including the number of impressions that can be run in an 8-hour period for each machine that will be dedicated to this contract.
  - 3.2.2 A brief description of the firm's "back-up plan" to provide the services described on time if the firm's own equipment or staff are unable to provide the services.
- 3.3 A description of how the firm proposes to provide the services described under this Request for Proposal. This shall include a description of the firm's ability to provide high volume photocopying on short notice, pickup and delivery schedules and the firm's expectations of how LSO will communicate with the firm.
- 3.4 The firm shall describe what requirements LSO must comply with to transmit the documents. In addition, the firm shall propose at least two dates on which LSO and the firm can transmit documents on a trial basis to ensure the methodology is feasible. The two dates proposed shall be no later than 30 days after the deadline for submission of the proposal as specified in this Request for Proposal.
- 3.5 A price list for services including at a minimum:
  - 3.5.1 The price for:
    - Copying each 2 sided sheet (white and colored paper);
    - Copying each 1 sided sheet (white and colored paper);
    - Stapling each bill (if any);
    - Drilling cost (if any);
    - Perfect binding (per book);
    - Any additional charges.
  - 3.5.2 A description of the pricing currently provided by the firm for its best commercial customers.
- 3.6 The proposal shall contain certifications that:

## Attachment A

- 3.6.1 If the proposal is accepted, the firm can and will, if requested, begin to provide the services specified in its proposal, subject to the terms and conditions specified therein, within 30 days of the deadline for submitting proposals.
- 3.6.2 There is no federal, state, county or municipal taxes included in the prices quoted and that none will be added.

#### 4. PROPOSAL EVALUATION CRITERIA:

Proposals will be evaluated on the following criteria and relative weights:

<b>Criteria</b>	<b>Points Possible</b>
Compliance with Minimum Request for Proposal Requirements	15
Additional Services or Products	10
Proposers Experience and Ability to Provide the Services Requested	40
Cost analysis and Total Price	35
<b>Total Points Possible</b>	<b>100</b>

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## Attachment A

### **SECTION 6: EVALUATION METHODOLOGY**

#### **1. OVERVIEW:**

1.1. Evaluation committees: The Agency will conduct a comprehensive, fair, objective, and impartial evaluation of proposals received in response to this Request for Proposal. Proposals will be evaluated independently by the evaluation committee members. The evaluation committee is made up of members representing the project subject expertise. The evaluation committee will review and score all proposals independently and consolidate the scores in order to determine award.

#### **2. COMPLIANCE WITH MANDATORY REQUIREMENTS:**

2.1 To be considered responsive, a submitted proposal must meet the minimum requirements defined in this Request for Proposal. The minimum requirements are intended to ensure that evaluation of the Proposal can proceed and that the Contractor agrees to perform all responsibilities within the Request for Proposal.

#### **3. COST ANALYSIS:**

3.1 The State of Wyoming reserves the right to conduct a cost analysis of the Proposer's budget proposal. The analysis will include a review of the associated costs based on the technical content of their submission. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the proposing contractors will be rated based on their evaluated points.

#### **4. FINAL RANKING OF PROPOSALS:**

4.1. The State of Wyoming will be the sole authority for evaluating proposals. The firm that best meets the conditions of each of the criterion will be awarded the highest (not necessarily maximum) points for that criterion. The balance of the proposals will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest number of points will be notified. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed in the best interest of the State to do so.

#### **5. PAYMENT TERMS (IF APPLICABLE):**

5.1 The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

#### **6. RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUBMITTED FOR THE REQUEST FOR PROPOSAL:**

6.1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property and intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.

Attachment A

**SECTION 7: PROPOSAL PRICE SHEET**

The undersigned agrees to provide Photocopying Services in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0074-F.

Copying each 2 sided sheet:

- White paper: \$ \_\_\_\_\_
- Colored paper: \$ \_\_\_\_\_

Copying each 1 sided sheet (e.g., a one page bill or the last page of some bills is 1 sided):

- White paper: \$ \_\_\_\_\_
- Colored paper: \$ \_\_\_\_\_

Stapling each bill: \$ \_\_\_\_\_

Drilling: \$ \_\_\_\_\_

Perfect Binding (per book): \$ \_\_\_\_\_

Additional Charges: \$ \_\_\_\_\_

Note: Attach a description of the pricing currently provided by the proposer for its best commercial customers.

1. BY SUBMITTING A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal has not been knowingly disclosed by the proposer nor will they be disclosed prior to an award.

2. GENERAL INFORMATION:

Proposer Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Email Address \_\_\_\_\_ FAX ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_







# WYOMING LEGISLATURE LEGISLATIVE SERVICE OFFICE

Photocopying Services  
REQUEST FOR PROPOSAL NUMBER 0074-F

PROPOSAL DUE DATE AND TIME  
OCTOBER 29, 2020 – 2:00 P.M. MOUNTAIN TIME





Attachment B



## Attachment B

October 29, 2020

Debbie Walker  
State of Wyoming Department of Administration and Information Procurement Section  
700 West 21<sup>st</sup> Street  
Cheyenne, Wyoming 82002

Re: RFP 0074-F

Dear Ms. Walker:

The Wyoming Legislative Service Office (LSO) requires periodic copying and printing needs for special projects of varying lengths, volumes and specifications that often require fast turnaround. You expect a safe and secure environment with the commitment to protecting the confidentiality and security of your documents.

From the beginning of your project all the way through distribution, FedEx Office has the breadth and depth of expertise to deliver exactly what LSO needs — and when you need it.

Protecting the value of our clients' time drives us to deliver service excellence throughout every solution we deliver. While our dedicated print professionals manage the integrity of your print files and consistency of execution across all equipment and locations, we also oversee shipping to ensure on-time delivery.

We appreciate the opportunity to offer a response to LSO's requirements. Should you have questions please call or email.

Sincerely,

*R. Forbes Guthrie*

R. Forbes Guthrie  
Regional Account Manager  
FedEx Office and Print Services, Inc.  
303.949.4420  
[forbes.guthries@fedex.com](mailto:forbes.guthries@fedex.com)

Attachment B





## Attachment B

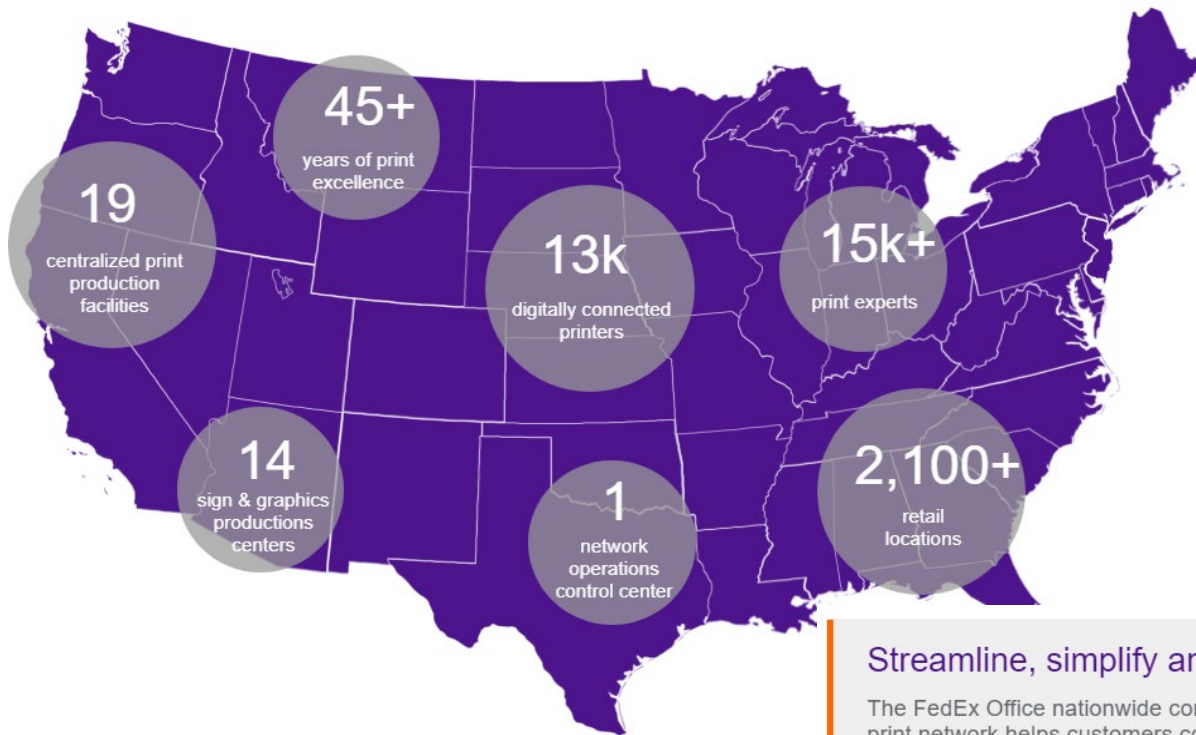
# Proposal Statement

This proposal is valid for ninety days (90) from date of submission. This response is not intended to constitute a legally binding offer or commitment on behalf of FedEx Office and is subject to the State of Wyoming and FedEx Office negotiating acceptable commercial arrangements and signing legally binding documents.

## Table of Contents

<b>3. REQUIRED PROPOSAL CONTENT .....</b>	<b>1</b>
<b>SECTION 7: PROPOSAL PRICE SHEET.....</b>	<b>8</b>
<b>TERMS AND CONDITIONS EXCEPTIONS.....</b>	<b>10</b>

## Access a Powerful Network - Fueled by Innovation



### Streamline, simplify and save

The FedEx Office nationwide commercial print network helps customers compete more effectively. We take a different approach to print to help you save time and distribution costs. Plus, we can help increase your speed to market to give you a competitive edge.

## Attachment B

# 3. Required Proposal Content

### 3.1 Identification of the firm submitting the proposal. This shall include:

3.1.1 The name, address, phone number, facsimile number (if any) and email address of the firm. Include the address of any location where it is anticipated that the photocopying described under this Request for Proposal will actually be performed.

FedEx Office and Print Services, Inc.  
7900 Legacy Drive  
Plano, TX 75024  
469.980.3000 TEL

Work performed at:

FedEx Office Print & Ship Center  
1419 Albany Avenue  
Cheyenne, WY 82001  
307.635.3441 TEL  
[Usa1609@fedex.com](mailto:Usa1609@fedex.com)

3.1.2 A brief description of the history of the firm (including the length of time the firm has been in the photocopying business) and the firm's legal structure, e.g. sole proprietorship, partnership, corporation, etc., and a brief description of the ownership.

In September 1970, Kinko's opened its first location in Santa Barbara, California. This tiny Kinko's measured 100 square feet and featured a single copier, offset press, film processing and a small selection of stationery and school supplies.

By the mid-1990s, Kinko's had grown dramatically to more than 800 locations through the formation of S-corporations. Clayton, Dubilier & Rice invested in Kinko's in 1996 and consolidated 125 separate S-corporations into a single C-corporation. The company installed centralized budgeting and financial planning systems, procurement, real estate and information services.

In 2004, FedEx acquired Kinko's to better reflect the company's broad range of product and service offerings. The company name was changed to FedEx Office in 2008. Today, FedEx Office has the world's largest retail printing network, providing access to printing and shipping expertise with reliable service.

FedEx Office operates more than 2,100 company-owned stores and locations in the U.S., providing convenient access to printing and shipping expertise with reliable service. The company's network features retail print and ship stores; store-within-a store locations inside Walmart; FedEx OnCampus locations at hotels, hospitals, convention centers, corporate facilities and universities; and FedEx Office Commercial Press. Services include digital printing, professional finishing, document creation, direct mail, signs and graphics, copying, and corporate print solutions. In addition, the company offers FedEx Express® and FedEx Ground® shipping, Hold at FedEx Location, FedEx SameDay City and packing services backed by the FedEx® Packing Pledge. For more information, please visit [fedex.com/office](http://fedex.com/office).



## Attachment B

3.1.3 The name and job title of the person(s) who will be the primary point of contact with the firm regarding the services to be provided.

Angela Wade  
Store Manager II  
FedEx Office #1609  
Cheyenne, WY  
307.635.3441 TEL  
307.635.6744 FAX  
[angela.byam@fedex.com](mailto:angela.byam@fedex.com)

3.2 A description of the capacity of the firm to perform the services indicated. This shall include:

3.2.1 A brief description of the equipment and staffing available to provide the services described including the number of impressions that can be run in an 8-hour period for each machine that will be dedicated to this contract.

Staffing includes 4 managers and 21 team members. Additionally, there are 18 stores in this district that are available to support the State of Wyoming

<b>Primary</b>		<b>Production</b>	<b>8 hour capacity</b>
Denver CPC	Color	IPC 7010VP	56,000
	B&W	IR8505F	210,000
<b>Secondary</b>		<b>Production</b>	<b>8 hour capacity</b>
Cheyenne	Color	IRC700	33,600
	B&W	IR6255	26,400
	B&W	IR5045	21,600
Laramie	Color	IRC700	33,600
	B&W	IR5045	21,600
Ft Collins - Harmony	Color	IRC700	33,600
	B&W	IR6255	26,400
	B&W	IR5045	21,600
Ft Collins - Downtown	Color	IRC700	33,600
	B&W	IR6255	26,400
	B&W	IR5045	21,600

### Equipment Reference:

- (IRC700) Canon ImageRunner C700
- (IR6255) Canon ImageRunner 6255
- (IR5045) Canon ImageRunner 5045
- (IR8505F) Canon ImageRunner 8505F
- (IPC 7010VP) Canon ImagePress 7010VP

## Attachment B

You want a reliable print provider who produces high-quality prints that are crisp and vivid from the first to the ten-thousandth. It makes sense that you would choose a print provider that takes equipment quality and color management seriously. Our goal is to deliver impeccable quality to you, print after print. To achieve this goal, we not only invest in the most advanced digital print equipment available across all our locations, we have a dedicated color management team that collaborates with vendors to ensure our machines are best-in-class.

We also routinely conduct in-depth audits of our equipment — all to ensure you get the same quality product, from start to finish, every time.

### **The testing process**

Prior to any testing, teams collaborate to identify the testing requirements and outlines the testing goals. Machines are selected from a variety of brands/vendors to ensure a representative sampling. Our teams test for the following:

- **Consistency of the machine.** Ensures results look the same, from one copy to 10,000
- **Field testing.** Assesses real-world, day-to-day capabilities
- **Color gamma.** Measures amount of color reproduction
- **Grey balance.** Matches the G7 industry standards
- **Lab testing.** Trials machines' response to rigorous performance tests

### **Vendor collaboration**

We are actively involved with our equipment vendors. We participate in feedback sessions to provide recommendations on machine improvements, including development and design, feedback on equipment in use, and future technology.

## Attachment B

FY20 FedEx Office Equipment List			
<b>FedEx Office Stores</b>		<b>Centralized Production Centers</b>	
Make	Model	Make	Model
Canon	iPC700	Canon	Colorado 1640
Canon	iRC5255	Compressed Air Systems	Compressor
Canon	iPC750	Konica Minolta	bizhub PRESS C1100
Canon	iRC5560	Oce	TDS750
Canon	iR6255F	Oce	VP6250B
Canon	iRC5035C	Oce	VP6250P
Canon	iR8205F	<b>Signs &amp; Graphics Production Centers</b>	
Canon	iR8505F	Make	Model
Canon	iRC5540C	Agfa	Anapurna
Canon	iRC5540F	Agfa	Jeti 3020 Titan
HP	T3500	Agfa	Jeti Mira LED MG 2732
HP	M551	Agfa	Titan HS
Xerox	Phaser 4622	Canon	iPF6400
Xerox	Phaser 6700	Canon	iPF6450
Xerox	Phaser 7800	Canon	iPF8400
		Canon	iPF9400
		Zund	G3 M2500
<b>FedEx Office Commercial Press</b>			
Make	Model		
AB Dick	13 x 18 9995A 2 color w/envelope feeder		
Acme	Wire Stitchers		
Albo Systems	AS1000 Pile Turner		
Baum	26 x 40 folders		
Canon	IMPOPROOF iff8400 large format Z SD imposition proofer		
Challenge	Power Round Cornerer		
Epson	P9900 Inkjet Proofer with built-in Spectrophotometer and EFI XF Color Manager Software and Server		
Fuji XMF	Prepress and Imposition Workflow Solution with ColorPath Color Management System and Adobe technology APPE (Adobe PDF Print Engine)		
Fuji	Javelin 8600c 64 channel CTP platesetter, Model P9600 2 Beam with Stoesser Punch		
GBC	Electric Binder		
GBC	Power Punch		
Heidelberg	28 x 40 Speedmaster CD102 5+LX, 5 color offset press w/aqueous coating tower		
Hewlett Packard	Indigo 5500, 7 colors w/SmartStream - white ink kit and thick substrate option		
Hewlett Packard	Indigo 5600, 7 colors w/SmartStream - white ink kit and thick substrate option		
Hewlett Packard	Indigo 7000, 7 colors w/SmartStream IN200 ProductPro Server		
Hewlett Packard	Indigo 7800, 5 colors w/SmartStream IN200 ProductPro Server		
Horizon	StitchLiner 5500 saddlestitching system with 3-10 bin collating towers		
Horizon	BQ 270 Perfect Binder		
Interlake	Wire Stitchers, Heavy Duty		
James Burn	CB30QS Auto Unicoil Coil Binder		
James Burn	EX 380 Automatic Punch		
James Burn	PB3000 Wire-O Binding Machine		
KBA	20½ x 29 Rapida 74, 6 color w/aqueous coating tower & Logotronic PRO		
Kompac	14 X 20 EZ Coat-20 UV coater for overall UV coating		
Kompac	14 X 20 KF-20 UV coater for both spot and overall UV coating		
Kugler	Automatic Punch		
MBO	Navigator T800/644-R 28 x 40Folder		
McCain	6 pkt saddle gatherer w/3 knife trimmer, auto cover scorer/feeder		
Polar	EMC 55" computer controlled with 99 memory locations		
Polar	N137 Plus 55" with jogger and scale, computer controlled with 200 memory locations		
Scott	Automatic Tab Cutter		
Scott	Tab Laminator		
Stahifolder	TH-56, 35-5/8 x 22 Folder with Automation		
Standard	Morgana Autocreater Pro 50		
Stousser	Pin register system		
-	Padding Racks -1 million sheet capacity		

## Attachment B

### 3.2.2 A brief description of the firm's "back-up plan" to provide the services described on time if the firm's own equipment or staff are unable to provide the services.

To provide the services required for the Legislative Service Office (LSO), the back-up plan consists of routing work based on requirements and SLA deadlines to FedEx Office production locations within an hour of Cheyenne that includes Cheyenne, Laramie, WY, Ft. Collins, CO – Harmony and Ft. Collins – Olive.

When disaster strikes, our plan for responding quickly and efficiently ensures that FedEx Office will still be there to support your valuable work. Years in the making and thoroughly tested, our up-to-date disaster recovery program provides us with the resiliency to resume critical business operations as soon as possible. In addition, that plan extends beyond our immediate business to corporate social responsibility. In other words, we use our resources to help affected communities and our government when needed.

All FedEx Corporation operating companies have put clear disaster protocols in place, and a team of experts are ready to rally at a moment's notice. Our priorities for business continuity include:

- Providing for the security and safety of team members and facilities
- Mitigating or preventing further damage to our facilities and the recovery of salvageable property
- Resuming normal business activities so that we can continue to serve customers

*All FedEx Corporation operating companies have clear, effective and proven procedures in order to respond to a disaster and resume critical business operations within a defined timeframe. Plans, drills and tests provide proof that our plans are effective in the ability to respond to disaster.*

With the full support and FedEx Corporation, FedEx Office acts on its business continuity plan in any unforeseen event or disaster that prevents normal operations. We establish additional plans to address emergencies based on what individual customers need. Those plans might include back-up data, alternate production facilities and/or efforts for issue escalation and resolution.

What's more, our national network of 2,100+ company-owned stores and leading-edge technology allows FedEx Office to be self-supported in an emergency. The ability to seamlessly transfer and/or share project files, equipment and team members from location to location across the nation allows us to reallocate work without interruptions. For you, that means the peace of mind that comes with knowing you can continue to count on us to support your business endeavors when you need it.

Though some disasters are unexpected, others come with warning. By leveraging both human resources and technology, FedEx Office is moving toward anticipating events to become even more proactive in our operations — so that we can keep your business running seamlessly.

## Attachment B

**3.3 A description of how the firm proposes to provide the services described under this Request for Proposal. This shall include a description of the firm's ability to provide high volume photocopying on short notice, pickup and delivery schedules and the firm's expectations of how LSO will communicate with the firm.**

Our consultative team consists of both field-based and centrally located team members that ensure the ongoing success of the LSO program. The FedEx Office account team provides critical program management through our sales, operations and support channels.

Upon order receipt, through an email from the LSO, a store team member will review the order to ensure deadlines are met.

Quality conveys value. Your brand and your business depend on communicating a consistent, quality image to your customers so they recognize your value. The same can be said for us.

We strive to deliver quality products to you because it's part of our DNA. When you are happy with the level of service and commitment we offer, our value becomes clear.

With every job you bring us, we employ specific proofing practices driven by our FedEx Office Quality Driven Management process to ensure your satisfaction. This systematic process includes multiple quality checks before and during production, from order taking and proofing to finishing and delivery.

Before production, we check print jobs for errors in fonts, images and transparencies prior to printing. Automated proofing and our color management process ensure consistency. But our trained experts also visually check your jobs, adding a final quality inspection in our proofing process. As a result, errors and rework are minimized, you get the high-quality product you expect, and your experience as our customer is a positive one.

### Proof types

Depending on how complex your job is or how quickly you need it, we may employ a variety of proofing types. For quick turns from your local FedEx Office store, we may only use a soft proof. Complex projects that are supported by our Hub of Excellence team (HubEx) may include various types of proofing.

The chart below outlines the various types of proofs we use, along with the corresponding instances where we use them. Detailed explanations of each proof type follow.

PROOFING PROCESS	Quick Turn	Low-Cost	Color Accuracy	Content Accuracy	Shows Finishing	From Vendors	Manufacturing Network	Data Updates From USPS
Soft Proof	✓	✓		✓		✓		
Data Proof	✓			✓		✓		✓
Contract Proof		✓	✓	✓		✓		
Press Proof			✓	✓	✓	✓	✓	
Press Check			✓	✓		✓		
Mockups		✓			✓	✓		

## Attachment B

**Soft Proof.** Simulated print result on a monitor or handheld device. This is the cheapest and fastest solution for proofing since no additional equipment, except a screen for viewing, is needed.

**Data proof.** Utilized mainly for direct mail projects that require a simulation of address block and permit placement including overall look. Typically, this proof shows longest character set, most address lines used, moves and other random selections. Approval confirms that we may move forward with mailing.

**Contract proof.** Created using a high-end prepress proofing system to simulate a good approximation of what the printed piece will look like.

**Press proof.** Created by the exact same processes as the requested final product, thereby making it the closest possible representation of the final job. Press proofs are usually printed on the same stock and press that the job will eventually run on.

**Press check.** Executed at the press with the intention of approval color and all other quality assurance issues related to the print run. Once the project owner approves, the printer/manufacturer is usually authorized to complete the press run.

**Mockup.** Simulated final piece to be produced. Ranges from simple to complex in construction and is usually utilized to proof multi-paged or three-dimensional projects. Depending on the intended purpose of the mockup, it may be printed or left unprinted.

- 3.4 The firm shall describe what requirements LSO must comply with to transmit the documents. In addition, the firm shall propose at least two dates on which LSO and the firm can transmit documents on a trial basis to ensure the methodology is feasible. The two dates proposed shall be no later than 30 days after the deadline for submission of the proposal as specified in this Request for Proposal.

FedEx Office has various methods to receive LSO's documents. We will work with LSO to identify the method that works best for your organization. The following dates are available for transmitting documents on a trial basis:

- November 10, 2020
- November 17, 2020

- 3.5 A price list for services including at a minimum:

3.5.1 The price for:

- Copying each 2 sided sheet (white and colored paper);
- Copying each 1 sided sheet (white and colored paper);
- Stapling each bill (if any);
- Drilling cost (if any);
- Perfect binding (per book);
- Any additional charges.

3.5.2 A description of the pricing currently provided by the firm for its best commercial customers.

- 3.6 The proposal shall contain certifications that:

3.6.1 If the proposal is accepted, the firm can and will, if requested, begin to provide the services specified in its proposal, subject to the terms and conditions specified therein, within 30 days of the deadline for submitting proposals.

3.6.2 There is no federal, state, county or municipal taxes included in the prices quoted and that none will be added.

## Attachment B

# Section 7: Proposal Price Sheet

The undersigned agrees to provide Photocopying Services in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0074-F.

Copying each 2 sided sheet:

- White paper: **\$.078**
- Colored paper: **\$.094**

Copying each 1 sided sheet (e.g., a one page bill or the last page of some bills is 1 sided):

- White paper: **\$.039**
- Colored paper: **\$.047**

Stapling each bill: **\$.01**

Drilling: **\$.00**

Perfect Binding (per book): **\$2.95**

Additional Charges: **\$25** set up for perfect binding

Note: Attach a description of the pricing currently provided by the proposer for its best commercial customers.  
**FedEx Office considers customer pricing confidential and for internal use only.**

1. BY SUBMITTING A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal has not been knowingly disclosed by the proposer nor will they be disclosed prior to an award.

2. GENERAL INFORMATION:

Proposer Name **FedEx Office and Print Services, Inc.** Phone (469) 980.3000

Email Address [forbes.guthrie@fedex.com](mailto:forbes.guthrie@fedex.com) FAX ( ) \_\_\_\_\_

Mailing Address 7900 Legacy Drive \_\_\_\_\_

City Plano State Texas Zip 75024

## Attachment B

Employer Identification Number 77-0433330

3. OWNERSHIP AND CONTROL:  
Proposer's Legal Structure:

Sole Proprietorship  General Partnership  
 Corporation  Limited Partnership  
 Limited Liability  Other \_\_\_\_\_

The proposer shall provide to the Agency a certificate of good standing from the Wyoming Secretary of State or other proof that the proposer is authorized to conduct business in the State of Wyoming before performing work under the contract. The proposer shall ensure that all annual filings and corporate taxes due and owing to the Wyoming Secretary of State's office are up to date before signing the contract. Proposers may contact the Wyoming Secretary of State's Office, Corporation Division at (307) 777-7311 for assistance.

If the proposer is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the proposer:

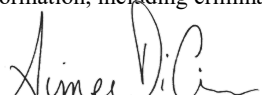
NAME (printed or typed)	TITLE
<u>Aimee DiCicco</u>	<u>Senior Vice President, Sales</u>

\_\_\_\_\_ All awards contingent upon verification of Resident Number (if applicable)  
(Resident #)

Proposers may contact the Department of Workforce Services, Division of Labor Standards at (307) 777-7261 for assistance in obtaining a resident certification number.

### **VENDOR VERIFICATION**

I certify under penalty of perjury that I am a responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions that can lead to fines or imprisonment.

  
\_\_\_\_\_  
(Signature)

Aimee DiCicco Senior Vice President, Sales  
(Name and Title) (Typed or Printed)

10/26/2020  
(Date)



## Attachment B

# Terms and Conditions Exceptions

The State of Wyoming Legislative Service Office and FedEx Office already have an active agreement in place, namely that certain Contract for Photocopying Services effective August 4, 2014, as amended. As such, upon award, services shall be provided by way of an amendment to this existing agreement.

Attachment B



**FedEx**  
Office



STATE OF WYOMING  
LEGISLATIVE SERVICE OFFICE

EXTENSION NUMBER ONE TO THE CONTRACT FOR  
PHOTOCOPYING WITH FEDEX OFFICE.

1. **PARTIES.** The parties to this Extension Number One ("Extension One") are the Wyoming Legislature, through the Legislative Service Office and under the direction of the Wyoming State Legislature's Management Council, 200 West 24th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as "LSO" or "Agency"), and FedEx Office and Print Services, Inc., 7900 Legacy Drive, Plano, Texas 75024 (hereinafter referred to as "Contractor").

2. **PURPOSE OF AMENDMENT.** This Extension One shall constitute the first extension to the Contract between the Agency and the Contractor executed on November 19, 2020. The purpose of this Amendment is to extend the period of performance by the Contractor through November 30, 2022.

The Original Contract, effective November 19, 2020 required the Contractor to provide photocopying services for the Wyoming Legislature, with an expiration date of November 30, 2021. The Original Contract authorizes three extensions of one year upon the mutual written consent of the Parties.

3. **TERM OF THE AMENDMENT.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through November 30, 2022.


4. **PAYMENT AND DUTIES.** Except as otherwise provided in this Extension One, the terms and conditions regarding the providing of services contained in the Original Contract are incorporated by reference into, and shall apply to the provision of services under, this Extension. In addition to those terms and conditions, Contractor understands the 2022 Legislative Session will convene on February 14, 2022, and will likely adjourn on or about March 11, 2022. Photocopying services will be provided in accordance with the practices and procedures developed by the Parties during this working relationship.

5. **ENTIRETY OF AGREEMENT.** This Extension One, consisting of one (1) page, the Original Contract, consisting of five (5) pages, Attachment A, consisting of nineteen (19) pages, and Attachment B, consisting of seventeen (17) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

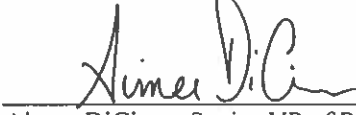
6. **SIGNATURES.** In witness thereof, the Parties to this Amendment, either personally or through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

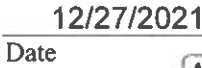
AGENCY

  
\_\_\_\_\_  
Matt Obrecht, Director  
Legislative Service Office

  
\_\_\_\_\_  
Date

CONTRACTOR

  
\_\_\_\_\_  
Aimee DiCicco, Senior VP of Revenue  
Operations and Business Development  
FedEx Office and Printing Services, Inc.

  
\_\_\_\_\_  
Date

**APPROVED**  
By FXO Legal-CLR at 8:48 am, Dec 27, 2021

**STATE OF WYOMING  
LEGISLATIVE SERVICE OFFICE**

**EXTENSION NUMBER TWO TO THE CONTRACT FOR PHOTOCOPYING WITH FEDEX.**

1. **PARTIES.** The parties to this Extension Number Two ("Extension Two") are the Wyoming Legislature, through the Legislative Service Office and under the direction of the Wyoming State Legislature's Management Council, 200 West 24th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as "LSO" or "Agency"), and FedEx Office and Print Services, Inc., 7900 Legacy Drive, Plano, Texas 75024 (hereinafter referred to as "Contractor").

2. **PURPOSE OF AMENDMENT.** This Extension Two shall constitute the second extension to the Contract between the Agency and the Contractor executed on November 19, 2020. The purpose of this Amendment is to extend the period of performance by the Contractor through November 30, 2023.

The Original Contract, effective November 19, 2020, required the Contractor to provide photocopying services for the Wyoming Legislature, with an expiration date of November 30, 2021. Section IV.2. of the Original Contract authorizes three (3) extensions of one (1) year upon the mutual written consent of the Parties. On December 27, 2021, the Parties executed Extension Number One to extend the period of performance under the Original Contract through November 30, 2022.

3. **TERM OF THE AMENDMENT.** This Extension Two shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through November 30, 2023.

4. **PAYMENT AND DUTIES.** Except as otherwise provided in this Extension Two, the terms and conditions regarding the providing of services contained in the Original Contract are incorporated by reference into, and shall apply to the provision of services under, this Extension Two. Contractor understands the 2023 Legislative Session will convene on January 10, 2023 and will likely adjourn on or about March 8, 2023. Photocopying services shall be provided in accordance with the practices and procedures developed by the Parties during this working relationship.

5. **ENTIRETY OF AGREEMENT.** This Extension Two, consisting of one (1) page, the Original Contract, consisting of five (5) pages, Attachment A to the Original Contract, consisting of nineteen (19) pages, and Attachment B the Original Contract, consisting of seventeen (17) pages, Extension One, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.


6. **SIGNATURES.** In witness thereof, the Parties to this Extension Two, either personally or through their duly authorized representatives, have executed this Extension Two on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Extension Two.

**AGENCY**

  
\_\_\_\_\_  
Matt Obrecht, Director  
Legislative Service Office

August 15, 2022  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Aimee DiCicco, Senior Vice President  
– Revenue Operations  
FedEx Office and Print Services, Inc.

8/12/2022  
Date



**STATE OF WYOMING  
LEGISLATIVE SERVICE OFFICE**

**EXTENSION NUMBER THREE TO THE CONTRACT FOR PHOTOCOPYING SERVICES**

**1. PARTIES.** The parties to this Extension Number Three ("Extension Three") are the Wyoming Legislature, through the Legislative Service Office and under the direction of the Wyoming State Legislature's Management Council, 200 West 24th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as "LSO" or "Agency"), and FedEx Office and Print Services, Inc., 7900 Legacy Drive, Plano, Texas 75024 (hereinafter referred to as "Contractor").

**2. PURPOSE OF AMENDMENT.** This Extension Three shall constitute the third extension to the Contract between the Agency and the Contractor executed on November 19, 2020. The purpose of this Amendment is to extend the period of performance by the Contractor through November 30, 2024.

The Original Contract, effective November 19, 2020, required the Contractor to provide photocopying services for the Wyoming Legislature, with an expiration date of November 30, 2021. Section IV.2. of the Original Contract authorizes three (3) extensions of one (1) year upon the mutual written consent of the Parties. On December 27, 2021, the Parties executed Extension Number One to extend the period of performance under the Original Contract through November 30, 2022. On August 15, 2022, the Parties executed Extension Number Two to extend performance through November 30, 2023.

**3. TERM OF THE AMENDMENT.** This Extension Three shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through November 30, 2024.

**4. PAYMENT AND DUTIES.** Except as otherwise provided in this Extension Three, the terms and conditions regarding the providing of services contained in the Original Contract are incorporated by reference into, and shall apply to the provision of services under, this Extension Three. Contractor understands the 2024 Legislative Session will convene on or about February 12, 2024 and will likely adjourn on or about March 13, 2024. Photocopying services shall be provided in accordance with the practices and procedures developed by the Parties during this working relationship.

**5. ENTIRETY OF AGREEMENT.** This Extension Three, consisting of one (1) page, the Original Contract, consisting of five (5) pages, Attachment A to the Original Contract, consisting of nineteen (19) pages, and Attachment B the Original Contract, consisting of seventeen (17) pages, Extension One, consisting of one (1) page, and Extension Two, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**6. SIGNATURES.** In witness thereof, the Parties to this Extension Three, either personally or through their duly authorized representatives, have executed this Extension Three on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Extension Three.

**AGENCY**

Matt Obrecht  
Matt Obrecht (Sep 5, 2023 15:50 MDT)  
Matt Obrecht, Director  
Legislative Service Office

Sep 5, 2023

Date

**CONTRACTOR**

Aimee DiCicco  
Aimee DiCicco (Sep 6, 2023 09:27 CDT)  
Aimee DiCicco, Senior Vice President  
– Revenue Operations  
FedEx Office and Print Services, Inc.

Sep 6, 2023

Date

