

WYOMING LEGISLATURE  
LEGISLATIVE SERVICE OFFICE

CONTRACT FOR STATIONERY & PRINTING SERVICES

**I. PARTIES**

The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 West 24th Street, Cheyenne, WY 82002 (hereinafter referred to as "LSO") and Modern Printing Company, 600 South 3rd Street, Laramie, WY 82070 (hereinafter referred to as "Contractor").

**II. TERMS AND CONDITIONS**

1. Contractor agrees to provide stationery, business cards and other materials and to provide printing services for the Wyoming Legislature from the effective date of this contract through November 30, 2020, subject to the following terms and conditions:
  - (a) **Services under the Contract.** Except as otherwise provided in this Contract, services will be provided in accordance with the terms contained in State of Wyoming Invitation for Bid No. 0104-D and Contractor's response thereto, (hereinafter referred to as the "Bid Documents") which documents are incorporated by this reference into this Contract.
  - (b) **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 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.
2. **Payment for Services.** For services provided by Contractor under Paragraph 1 of this Contract, LSO agrees to pay the amounts specified in the Bid Documents not later than thirty (30) days following delivery.
3. **Extension of Contract.** LSO will advise the Contractor not later than October 15, 2020, as to whether LSO will offer Contractor the opportunity to extend this Contract for an additional period of two (2) years. If LSO offers the opportunity to extend this Contract, the price for services under that extension shall be subject to renegotiation. The decision to make the offer to extend this Contract shall remain in the discretion of LSO and the Management Council of the Wyoming Legislature.
4. **Termination.** Notwithstanding any other provision in the Bid Documents, either party may terminate this Contract upon thirty (30) days written notice to the other party. If the Contract is terminated under this paragraph, the parties agree to negotiate in good faith to

determine an amount payable to the Contractor for work performed through the date of termination.

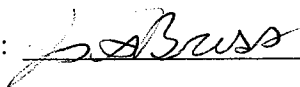
5. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect.
6. **Approval by the Governor and the State Treasurer.** Pursuant to Article 3, Section 31 of the Wyoming Constitution, this contract is subject to the approval of the Governor of Wyoming and the Wyoming State Treasurer.
7. **Sovereign Immunity.** The State of Wyoming and the LSO 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.
8. **Waiver.** Failure to object to a breach of this Contract shall not constitute a waiver.
9. **Amendments.** No amendment to this Contract shall be valid unless in writing and signed by both parties.
10. **Signatures.** The parties to this Contract through their duly authorized representatives have executed this Contract between the LSO and the Contractor, 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 as set forth herein.

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

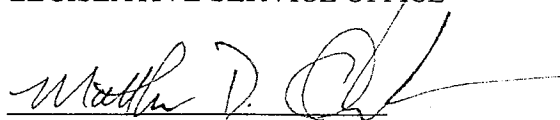
MODERN PRINTING COMPANY

WYOMING LEGISLATIVE SERVICE OFFICE

BY:



BY:

  
Matthew D. Obrecht, Director

DATE:

11-5-18

DATE:

10/23/2018

STATE OF WYOMING  
DEPARTMENT OF ADMINISTRATION & INFORMATION  
PURCHASING SECTION  
INVITATION FOR BID

October 8, 2018

Buyer: Debi Walker

The Department of Administration and Information, Purchasing Section, will receive bids through the Public Purchase On-Line Bidding System on this form, until 2:00 p.m. on OCTOBER 22, 2018, at which time the bids will be publicly opened, for furnishing the materials, supplies, equipment and/or services, as shown below and/or attached hereto; delivered to Cheyenne, Wyoming. TRANSPORTATION CHARGES PREPAID. All in accordance with bidding conditions, specifications and/or special provisions attached.

(For: Legislative Services Office (LSO))

Bid Number: 0104-D

**Wyoming State Legislature – Miscellaneous Printing**

**Include delivery charges in price**

All printing prices attached assume one-side print run (unless noted), using a four (4) color process. Ink colors, paper stock, and envelope stock will be substantially the same as used for letterhead, business cards, and correspondence cards printed for the Legislative Service Office (LSO) for the 2017 and 2018 legislative sessions. Bids will include samples of colors, paper stock and envelope stock proposed to be used by the bidder.

**IMPORTANT: Please mail samples of colors, paper stock and envelope stock proposed to be used by the bidder to: WY Department of Administration & Information, Procurement Section, Attn: Debi Walker, 2800 Central Avenue, Cheyenne, WY 82002. Samples are due by 2:00 p.m. on OCTOBER 22, 2018.**

**Please note: Bidders are still required to upload bid proposals to the Public Purchase online bidding system.**

The contract for stationary and printing services will be for the 2019 & 2020 legislative sessions. Contract provisions will include the opportunity to renew the contract for the 2021 & 2022 legislative sessions, with the price subject to renegotiation with the approval of the Management Council and in no event to exceed an escalation of not more than five percent (5%) per year.

**Initial Order**

Printer will provide and bill LSO for personalized, full-color letterhead and envelopes (250), full-color folded generic correspondence cards with personalized envelopes (100), and personalized full-color business cards (250) for each newly elected legislator, each member of leadership, and each newly appointed committee chairman by the date indicated below.

Personalized letterhead, envelopes and business cards for each legislator will include the legislator's name, leadership position title (if applicable), chairmanship title (if applicable) district mailing address, telephone number(s), e-mail address, fax number (if provided) and the legislative website address.

**Reorders**

During the contract period, LSO may place orders for personalized, full-color letterhead (125/250/500 sheets and envelopes), personalized, full-color business cards (125/250/500), or full-color folded generic correspondence cards with personalized envelopes (100) on an as needed basis for individual legislators. LSO may also order personalized, full-color letterhead (250 sheets and envelopes), full-color business cards (250), and full-color folded generic correspondence cards with personalized envelopes (100) for any individual appointed to fill an unexpired term of another legislator to the extent such appointments are made. LSO will inform the Printer whether to bill LSO or the legislator directly based on the reorder request. Legislators are responsible for the additional cost of raised lettering on their business cards. The Printer will deliver orders to the address requested by the LSO within ten (10) business days of order placement by the LSO.

In addition to stationery for legislators, Printer will provide personalized, full-color letterhead and envelopes (125) and personalized full-color business cards (125) for the Senate Chief Clerk and House Chief Clerk, as needed. Printer will also provide and bill LSO for generic, full-color letterhead and envelopes (125/250/500) and generic folded correspondence cards (100) for the Legislative Service Office, the Wyoming Senate, and the Wyoming House of Representatives, as needed. Printer will also provide personalized, full-color business cards (125) for other legislative staff, on an as-needed basis. The Printer will bill LSO and deliver orders to the LSO Main Office within 10 business days of order placement by the LSO.

**Printing and Delivery**

LSO will furnish the Printer with an electronic copy of all personalized letterhead and business cards for each individual via e-mail or CD ROM of a print-ready Adobe InDesign or Adobe PDF file. The Printer will provide LSO with a paper proof of all personalized imprints to approve text, color match/saturation and paper type/weight prior to printing the full order.

LSO will provide the imprint information for the initial order as early as December 1, 2018, but no later than December 31, 2018. Printer will deliver the initial order for letterhead, correspondence cards, and business cards to the LSO no later than January 30, 2019.

When printing these quantities for the initial order and reorders, lots of ten (10) will be taken from each set (including envelopes), shrink-wrapped, and delivered to the LSO. Printer will ship all reorders for legislators, or orders for legislators appointed to fill an unexpired term, directly to the legislator, unless otherwise directed by LSO.

#### Other Printing

Apart from the printing of stationery, LSO has periodic printing needs for special projects of varying lengths, volumes and specifications. Such needs may include the printing of bookmarks, rack cards, brochures, booklets, certificates and folders. 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 will arise during the term of the contract. It is expressly understood that for special projects, the LSO reserves the right to simultaneously offer such projects both to the Printer and to other vendors through formal bids, written or verbal quotes, or competitive or non-competitive negotiation if a project can be completed at a lesser price than the Printer.

#### Complete All Terms

#### Letterhead and Envelope Price:

Set-up fee (if applicable): \$ 0

Letterhead set includes white writing grade 80# linen letterhead 70# linen #10 envelopes shell, personalized letterhead imprint, white envelope, and personalized envelope imprint. Printer will warehouse sufficient quantities of shells for personalized printing on reorders.

1. Each letterhead order: \$ 49 for 125; \$ 92 for 250; \$ 184 for 500  
27 22 49 43 en 89 85 en
2. Second sheet on the same linen as the letterhead \$ 19 for 125; \$ 38 for 250;  
\$ 76 for 500

#### Business Card Price:

Business card order includes white 100 lb. linen cover card shell and personalized card imprint. Sets of 500 cards will only be allowed on reorders by individual legislators. Printer will warehouse sufficient quantities of shells for personalized printing on reorders.

- A. One-sided print: \$ 28 /125 cards; \$ 42 /250 cards; \$ 61 /500 cards
- B. One-side print with raised lettering: \$ 130 /125 cards; \$ 138 /250 cards; \$ 149 /500 cards
- C. Two-sided print: \$ 36 /125 cards; \$ 65 /250 cards; \$ 68 /500 cards

#### Folded Correspondence Note Cards and Envelope Price:

Correspondence card order includes generic white card shells, white envelope, and personalized envelope imprint. Printer will warehouse sufficient quantities of the generic cards and envelopes for reorders.

- D. Each correspondence card order: \$ 15.25 /set of 100

**Overruns:** The agency will not pay for overruns.

**Originals and Negatives:** Are the property of the agency, and will be returned to the agency with completed job.

**Questions:** Must be submitted through Public Purchase by 2:00 p.m., on October 15, 2018. Questions submitted after the deadline will not be considered.

If awarded this bid, 100 % of the work called for by the contract will be done at our plant located at 600 South Third St Laramie WY

(W.S. 16-6-301 as amended) Whenever a contract is let from and after the effective date hereof, by the State of Wyoming, or any Department thereof, or any of its subdivisions, for public printing, including reports of officers and boards, pamphlets, blanks, letterheads, envelopes, and printed and lithographed matter of every kind and description whatsoever, such contract shall be let to the responsible resident making the lowest bid if such resident's bid is not more than ten percent (10%) higher than that of the lowest responsible nonresident bidder. Any successful resident bidder shall perform at least seventy-five percent (75%) of the contract within the State of Wyoming.

1143 All Awards contingent upon verification of Resident Certification Number (if applicable)  
(Resident Certification #)

Please contact the Department of Workforce Services, Division of Labor Standards at (307) 777-7261 for assistance in obtaining a Resident Certification Number.

(FILL IN THIS FORM COMPLETELY) Date: 10-19-18

In compliance with the above, and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item; if this bid is accepted within \_\_\_\_\_ days from the date of opening.

The undersigned also agrees to make delivery, or render the service, within \_\_\_\_\_ days after receipt of the order. The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added.

Modern Printing Company  
(Company Name and Address)

jay @ modern wyoming.com 307 745 7344  
(E-Mail Address) (Phone Number)

Jay F Bress [Signature]  
(Company Representative - typed or printed) \*(Signature of Company Representative)

**BIDS MUST CONTAIN A \*SIGNATURE AND BE UPLOADED ONTO THE PUBLIC PURCHASE SITE**

STATE OF WYOMING  
LEGISLATIVE SERVICE OFFICE

CONTRACT AMENDMENT NUMBER ONE TO THE CONTRACT FOR STATIONERY &  
PRINTING SERVICES WITH MODERN PRINTING

November 2020

1. **Parties.** The parties to this Amendment Number One are the Legislative Service Office (hereinafter referred to as "LSO" or the "Agency") and Modern Printing (hereinafter referred to as "Contractor").
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor which was duly executed on and became effective November 5, 2018 (hereinafter referred to as the "Original Contract"). The purpose of this Amendment is to extend the term for stationery and printing services to be provided to the Wyoming Legislature as described in the Original Contract.

The Original Contract provided for the Contractor to provide stationery, business cards and other materials and to provide printing services for the Wyoming Legislature in accordance with the terms contained in State of Wyoming Invitation for Bid No. 0104-D and Contractor's response thereto. Section II(3) of the Original Contract allows for extension of the services to be provided.

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.**

**A. Scope of Work.** The Agency agrees to pay Contractor for the services described in the Original Contract as directed by the Agency and as explicitly delineated in this Amendment.

**B. Price and Payment.** Pursuant to Section II(3) of the Original Contract, the price for services shall be paid pursuant to Attachment A, which is hereby incorporated and made a part of this Amendment.

5. **Additional Responsibilities of Contractor.** The Contractor shall have no additional responsibilities or duties as a result of this Amendment, except as explicitly delineated in this Amendment.
6. **Additional Responsibilities of Agency.** The Agency shall have no additional responsibilities or duties as a result of this Amendment, except as explicitly delineated in this Amendment.
7. **Special Provisions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity shall remain unchanged and in full force and effect.

Amendment Number One to the Contract for  
Stationery & Printing Services with Modern Printing

8. **General Provisions.** This Amendment, consisting of two (2) pages, Attachment A to this Amendment, consisting of one (1) page, the Original Contract, consisting of two (2) pages, and the State of Wyoming Invitation for Bid No. 0104-D, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Any changes, modifications, revisions or amendment to this Amendment which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Amendment.

9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Contract between the Agency and the Contractor, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

AGENCY



Matt Obrecht, Director  
Legislative Service Office

9/28/2020  
Date

CONTRACTOR



Modern Printing Company Jay Bress

Jay Bress  
Modern Printing Anderson

9/28/20  
Date

**Attachment A to Amendment Number One to the Contract for  
Stationary & Printing Services with Modern Printing**

**Printing & Delivery:**

LSO will provide the imprint information for the initial order pursuant to Amendment Number One to the Original Contract no later than December 15, 2020 and for the second year, no later than December 15, 2021. Contractor will deliver the initial order for letterhead, correspondence cards, and business cards to the Agency no later than January 15, 2021 and for the second year, no later than January 30, 2022.

**Pricing:**

Letterhead and Envelope Price:

Set-up fee (if applicable): \$ 0

Letterhead set includes white writing grade 80# linen letterhead 70# linen #10 envelopes shell, personalized letterhead imprint, white envelope, and personalized envelope imprint. Printer will warehouse sufficient quantities of shells for personalized printing on reorders.

1. Each letterhead order: \$ 50.00 (letterhead, 27, Env 23) for 125; \$ 93.50 (letterhead 49, Env 44.50) for 250; \$ 187 (letterhead 99, Env 88) for 500
2. Second sheet on the same linen as the letterhead \$ 19.75 for 125; \$ 39 for 250;  
\$ 78 for 500

Business Card Price:

Business card order includes white 100 lb. linen cover card shell and personalized card imprint. Sets of 500 cards will only be allowed on reorders by individual legislators. Printer will warehouse sufficient quantities of shells for personalized printing on reorders.

1. One-sided print: \$ 28.00 /125 cards; \$ 42.00 /250 cards; \$ 61.00 /500 cards
2. One-side print with raised lettering: \$ 130.00 /125 cards; \$ 138.00 /250 cards;  
\$ 149.00 /500 cards
3. Two-sided print: \$ 36.00 /125 cards; \$ 65.00 /250 cards; \$ 68.00 /500 cards

Folded Correspondence Note Cards and Envelope Price:

Correspondence card order includes generic white card shells, white envelope, and personalized envelope imprint. Printer will warehouse sufficient quantities of the generic cards and envelopes for reorders.

1. Each correspondence card order: \$ 16.75 /set of 100

Attachment A to Amendment Number One to the Contract for  
Stationary & Printing Services with Modern Printing