

**WYOMING LEGISLATURE
LEGISLATIVE SERVICE OFFICE**

CONTRACT FOR PRINTING SERVICES

I. PARTIES

The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office (hereinafter referred to as "LSO") and Pioneer Printing & Stationery of Cheyenne, Wyoming (hereinafter referred to as "Contractor").

II. TERMS AND CONDITIONS

1. **Services and Pricing.** Contractor agrees to provide printing and binding of the 2016 Wyoming Session Laws subject to the following terms and conditions:

(a) 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. 0251-A and Contractor's response thereto, (hereinafter referred to as the "bid document") which document is incorporated by this reference into this contract.

(b) The order for the 2016 Session Laws shall consist of 570 board bound books with 600 pages at the bid price of \$20,075.68.

(c) It is understood that a price increase or decrease of \$492.59 per 16-page sig. and \$319.27 per 8-page sig will be used if the 570 board bound books have more or less than 600 pages.

(d) The bid includes the cost to shrink wrap, individually box each book for mailing and assembly. Additionally, each box will contain a recipient sheet (60# colored offset text) at a total price of \$112.14 in addition to the amount specified in paragraph (b).

2. **Payment.** Upon satisfactory performance of all services provided by Contractor under paragraph 1 of this section, LSO agrees to pay the amounts specified in the bid document not later than thirty (30) days following delivery of the bound volumes of the 2016 Session Laws.

III. GENERAL PROVISIONS.

1. **Extensions.** This contract may be extended up to three (3) times, of one (1) year extensions each. Each extension shall be negotiated with the mutual agreement of both parties. Each extension shall include the same terms as the original contract with an escalation of pricing not to exceed five percent (5%) of the price per page, per year, calculated using the 2016 contract per page price.
2. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
3. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract will 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 will be the First Judicial District, Laramie County, Wyoming.
4. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the LSO.
5. **Compliance with Laws.** Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
6. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Contractor in the performance of this Contract will be kept confidential by Contractor until publicly released by the LSO or until written permission is granted by the LSO for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify the LSO within ten (10) days of such request and not release such information to a third party unless directed to do so by the LSO.

Notwithstanding any conflicting provision in this Contract or any attached or incorporated documents, all records and other information pertinent to this Contract are subject to the Wyoming's Public Records Act, Wyo. Stat. § 16-4-201 et seq. which may include the custodian of such records denying access to records in accordance with Wyo. Stat. § 16-4-203(d).

7. **Entirety of Contract.** This Contract, consisting of seven (7) pages, and Attachment A, represent the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
8. **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 will 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 will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
9. **Independent Contractor.** 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 LSO for any purpose. Consistent with the express terms of this Contract, Contractor shall be free from control or direction over the details of the performance of services under this Contract. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by 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 will be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the LSO, or to incur any obligation of any kind on the

behalf of the State of Wyoming or on behalf of the LSO. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

10. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice provided by facsimile or e-mail will be delivered as follows:

LSO: Anthony Sara
Anthony.Sara@wyoleg.gov

213 State Capitol
Cheyenne, Wyoming 82002

fax: (307) 777-5466

Contractor: Jeff Schnur
jeff@wypioneer.com

514 W. 19th St.
Cheyenne, Wyoming 82001

fax: (307) 632-7810

11. **Notice and Approval of Proposed Sale or Transfer.** Contractor shall provide the LSO with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice will be provided in accordance with the notices provision of this Contract. If the LSO determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the LSO may, at its option, terminate or renegotiate this Contract.
12. **Ownership of Documents.** LSO will retain ownership of all information and materials it provides to Contractor and derivatives thereof, regardless of the form provided. Upon termination of services, for any reason, Contractor agrees

to return all such original and derivative information/documents to the LSO or to physically and electronically destroy any residual LSO-owned data, regardless of format, and any other storage media containing such information as appropriate. Contractor agrees to provide written notice to the LSO confirming the destruction of any such residual LSO-owned data.

13. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Contractor, will identify the LSO as the sponsoring agency and will not be released without prior written approval from the LSO.

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

14. **Sovereign Immunity.** The State of Wyoming and the LSO do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to it as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable 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.

15. **Taxes.** Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

16. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract will not be construed so as to create such status. The rights, duties and obligations contained in this Contract will operate only between the parties to this Contract, and will inure solely to the benefit of the parties to this Contract. The

provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

17. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.
18. **Titles Not Controlling.** Titles of sections and subsections are for reference only and will not be used to construe the language in this Contract.
19. **Waiver.** The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach will not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

20. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the 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.

THE STATE OF WYOMING, LEGISLATIVE SERVICE OFFICE

David K. Gruver, Director

Date

PIONEER PRINTING

Jeff Schnur, Pioneer Printing

Date

LSO - Anna Mumford

From: LSO - Anthony Sara
Sent: Friday, July 14, 2017 10:41 AM
To: LSO - Anna Mumford; LSO - Kathy Barrett
Subject: FW: Sessions Laws

From: Jeff Schnur [<mailto:jeff@wypioneer.com>]
Sent: Thursday, April 27, 2017 8:49 AM
To: LSO - Anthony Sara
Subject: RE: Sessions Laws

Thank you, Anthony, you are correct on the recipient sheet, thank you for bringing to my attention!

From: LSO - Anthony Sara [<mailto:Anthony.Sara@WYOLEG.GOV>]
Sent: Wednesday, April 26, 2017 2:41 PM
To: Jeff Schnur <jeff@wypioneer.com>
Cc: LSO - Kathy Barrett <Kathy.Barrett@WYOLEG.GOV>; LSO - Matt Obrecht <Matt.Obrecht@WYOLEG.GOV>
Subject: RE: Sessions Laws

Hey Jeff

Thanks for putting this together. We are comfortable with the \$17,357.22. Please proceed with printing the books.

As a side note, I believe the \$112.14 for the recipient sheets is an additional printing cost in the contract and not included in the base price. I'm not sure it needs to be subtracted from the base price as you figured in your quote. We just wanted to make you aware of this potential error.

Let me know if you have any questions.

Anthony

From: Jeff Schnur [<mailto:jeff@wypioneer.com>]
Sent: Wednesday, April 26, 2017 12:17 PM
To: LSO - Anthony Sara
Subject: Sessions Laws

Good morning Anthony,
Base pricing is 570 Qty at \$20,075.68 for 600 Pages Board Bound Books = \$35.22/Book
Current 550 Qty for 642 Pages Board bound Books
The 42 pages are 2-16 page signatures @ \$319.27 per signature = \$638.54
1. 8 page signature @ \$492.59 per signature = \$492.59

\$35.22 X 550 = \$19,371.00

+ 638.54

+ 492.59

= \$20,502.13

Recipient Sheets - 112.14

\$2.25 each

Less

Less 280

Boxes per e-mail - 630.00

\$19,759.99

So, I think I have everything, this is what I came up with, but our estimator came up with \$17,357.22.

We were able to get a little better pricing on paper and we also, have adjusted our standards to adjust to a more competitive environment.

Thank you.

Jeff Schnur
Pioneer Printing
514 W. 19th Street
Cheyenne, Wy 82001
307-635-4114