



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 1600000013	NOT TO EXCEED AMOUNT:
Begin Date: 12/01/2015	Procurement Folder: 37723
Expiration Date: 11/30/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/17/18	Version Number: 5

CONTACT INFORMATION		
REQUESTOR: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov	ISSUER: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov	BUYER: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION
STATEWIDE PRINTING AND BINDING CONTRACT

Ship To: _____ **Bill To:** _____

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000004174: Wells Printing Company, Inc. 4521 TROY HWY MONTGOMERY AL 36116-5121	Contact: PJ Royal 334-286-4667 pjroyal@wellsmailing.com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	1	LOT	\$0.000000	\$0.00			\$0.00	\$0.00
96600000000 - DO NOT USE: Use 3- or 5-digit code. PRINTING AND TYPESETTING SERVICES T 400 PRINTING AND BINDING CONTRACT PER THE ATTACHED SPECIFICATIONS								
2	0	XJB	\$0.000000	\$0.00			\$0.00	\$0.00
96600000000 - DO NOT USE: Use 3- or 5-digit code. PRINTING AND TYPESETTING SERVICES T 400 PRINTING AND BINDING CONTRACT PER THE ATTACHED SPECIFICATIONS								

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

1600000013	Document Phase Final	Document Description STATEWIDE PRINTING AND BINDING CONTRACT	Page 3 of 9
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
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- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeqa.alabama.gov

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In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, HYPERLINK "https://procurement.staars.alabama.gov". Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Intent to Award

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14).

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Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

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Inquiries concerning invoice payments are to be directed to the receiving agency.

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Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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PURPOSE: STATEWIDE PRINTING AND BINDING CONTRACT FOR THE USE OF ALL STATE AGENCY'S WITH PRICING AVAILABLE TO COUNTIES, CITIES, MANICIPALITIES AND SCHOOL SYSTEMS ETC...

MULIT-AWARD WILL BE MADE TO THE THREE OVERALL LOWEST BIDDERS RESPONDING TO THIS RFB.

*SEE THE "OFFSET PRINTING QUOTE" SPECIFICATIONS. RESPONDING BIDDERS MUST SUPPLY THEIR HARDCOPY ESTIMATE OF THIS SPECIFIED PRINTING JOB, (WITH NO MODIFICATIONS TO THE SPECIFICATIONS) USING THEIR ESTIMATING SOFTWARE AND INCLUDE THIS WITH THEIR RESPONSE TO THE RFB. ESTMATE MUST SHOW PRICING/ COSTS (EXAMPLE: COLLATING, BINDING, ADDRESS ING, PROOF CHARGES ETC.). FAILURE TO INCLUDE YOUR ESTIMATE HARDCOPY WILL RESULT IN BID REJECTION. YOUR ESTIMATE TOTAL MUST BE MARKED ON THE PRICE SHEET OF THE RFB BY "UNIT PRICE" OR YOUR BID WILL BE REJECTED. STATE PURCHASING RESEVERS THE RIGHT TO OBTAIN MORE DETAILED ESTIMATE COST FROM THE VENDOR IF DEEMED NECESSARY.

FILLING OUT THE PRICE SHEET OF THE RFB:

YOUR ESTIMATE TOTAL IS THE "UNIT PRICE" WHICH MUST BE INDICATED ON PAGE TWO OF THE RFB UNDER COMMODITY INFORMATION OR YOUR BID WILL BE REJECTED.

CONTRACT PRINTING: PRINTING AND BINDING PRODUCED/MANUFACTURED BY FULL COMMERICAL PRINTING COMPANY MEETING PRINTING INDUSTRY STANDARDS.

CONTRACT PAPER T 103: AWARDED VENDORS MUST USE THE STATE OF ALABAMA'S T 103 PAPER CONTRACT FOR PAPER FOR ALL ORDERS, SHOWING THE LINE NUMBER AND COST ON THE ESTIMATE. IF THE AGENCY REQUESTS NON-CONTRACT PAPERS THE VENDOR WILL PROVIDE A QUOTE FROM A USA PAPER MANUFACTURER /DISTRIBUTOR AND ATTACH THIS TO THE ESTIMATE. ALL PAPER COSTS MUST SHOW ON THE ESTIMATE.

BIDDING VENDORS MUST ATTACH TO THEIR BID A LIST OF THE PRINTING AND BINDING EQUIPMENT PRESENTLY HELD AND USED BY THEIR COMPANY WITH THE YEAR AND MODEL NUMBERS COMPLETED, ALONG WITH A LIST OF AT LEAST FIVE MAJOR ACCOUNTS SERVICED WITH THE APPROXIMATE DOLLAR AMOUNT ANNUALLY AND THE LENGTH OF TIME (YEARS) HELD. ANY ADDITIONAL INFORMATION REQUESTED BY STATE PURCHASING MUST BE MADE AVAILABLE IF REQUESTED.

PRINTING ORDERED BY THE STATE OF ALABAMA MUST BE CONSIDERED A PRIORITY FOR THE AWARDED VENDORS AND MUST BE DELIVERIED COMPLETE WITHIN THE REQUESTED DATES BY THE AGENCY AFTER THE PROOF (S) ARE SIGNED AND COMPLETED TO THE VENDORS. THIS IS WHEN THE JOB TIME PERIOD BEGINS.

AFTER AWARD: AGENCY WILL BE ALLOWED TO REQUEST ESTIMATES FROM ONE, TWO OR ALL THREE AWARDED VENDORS, AND RECOMMEND THE LOWEST PRICE QUOTE

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THAT MEETS SPECIFICATIONS OF THEIR PRINTING JOB.

NO WORK (PRINTING ORDER) CAN BEGIN OR START WITHOUT A MASTER AGREEMENT ISSUED BY STATE PURCHASING. FAILURE TO FOLLOW THIS TERM COULD RESULT IN CANCELATION OF THE AWARDED CONTRACT TO THE VENDOR.

AWARDED VENDORS MUST SHOW ALL COSTS ON THE PRINTING ESTIMATE REQUESTED BY THE AGENCY. ANY ADDITIONAL CHARGES (REVISED ESTIMATES) WILL ONLY BE AUTHORIZED THROUGH THE AGENCY SUBMITTING A "POC" TO STATE PURCHASING, WITH DOCUMENTATION (REVISED ESTIMATE) PRIOR TO COMPLETION OF THE PRINTING JOB UNLESS AGREED THROUGH STATE PURCHASING IN WRITING.

AWARDED VENDORS MUST RESPOND AND SUPPLY THE REQUESTED ESTIMATE VIA EMAIL ATTACHMENT OR HARDCOPY TO THE AGENCY WITHIN **TWO DAYS** OF THE AGENCY'S REQUEST. FAILURE TO DO SO MAY RESULT IN CANCELATION OF THE CONTRACT WITH THE VENDOR. VENDOR'S MUST HAVE AVAILABLE A MINIMUM OF TWO ACCOUNT REPRESENTATIVES TO SERVICE THIS CONTRACT.

PROOFS: IT IS THE AGENCY'S RESPONSIBILITY TO PROVIDE ALL INFORMATION TO THE AWARDED VENDORS TO PRODUCE THE PRINTING, GIVING THE REQUIRED TIME FOR THE PRINTER TO PERFORM AND SUPPLY THE ORDER. AGENCIES WILL BE HELD ACCOUNTABLE FOR ANY ERRORS ON PROOFS AND COMPENSATE THE AWARDED VENDORS FOR TIME AND CORRECTION OF THE ERRORS AND VICE VERSE FOR THE VENDORS.

***NON-CONTRACT PRINTING :** THE FOLLOWING IS ONLY A SAMPLE LIST OF "NON-CONTRACT" PRINTING ITEMS;

PRINTED PROMOTIONAL ITEMS (BAGS, PENS, CUPS ETC...)

NEWSPRINT

BUSINESS CARDS

CONTINUOUS FORMS

SPECIAL CONSIDERATION:

ENVELOPES MAY BE CONSIDERED NON-CONTRACT AS FOLLOWS:

THE STATE MAY ORDER ENVELOPES DIRECTLY FROM THE MANUFACTURER OR DISTRIBUTOR.

*STATE PURCHASING RESERVES THE RIGHT TO DEFINE CONTRACT AND NON-CONTRACT PRINTING JOBS. Only the exact amount of printing ordered will be accepted by the state. Any "overages" may be accepted but the state will not be charged.

DELIVERY: FREIGHT MUST BE INCLUDED IN THE DELIVERY. IF ADDITIONAL DELIVERY ADDRESSES ARE REQUIRED, THE VENDOR MAY INVOICE THE AGENCY SEPARATELY FOR ADDITIONAL FREIGHT OR POSTAGE AFTER AGREEMENT WITH THE AGENCY.

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Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a second and third 12 month period with the same pricing, terms and conditions. The second and third 12 month period, if agreed by both parties, would begin the day after the first or second 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

ALTERNATE BIDS/SPECIFICATIONS TO THE RFB: NO CHANGES ARE ALLOWED TO THE RFB SPECIFICATIONS, TERMS AND/OR CONDITIONS.

***OFFSET PRINTING QUOTE**

(NO CHANGES TO THE SPECIFICATIONS ARE ALLOWED)

QUOTE THE FOLLOWING JOB AS SPECIFIED BELOW USING YOUR COMPANY'S ESTIMATING SOFTWARE. YOU MUST SUBMIT THE HARDCOPY OF *YOUR ESTIMATE*, SHOWING PRICING/COSTS ON YOUR ESTIMATE (COLLATING, FOLDING, IMPRESSIONS ETC...) WITH YOUR BID RESPONSE OR YOUR BID WILL REJECTED:

JOB NAME: STATE PURCHASING 9" X 12" BOOKLET

QUANTITY: 40,000 BOOKLETS **FINISHED SIZE:** 9" X 12"

INK: 4/0 COVER; VARNISH, TEXT; 1/1 BLACK INK, 2-SIDED

PAPER: MUST USE CURRENT **CONTRACT T 103 PAPER CONTRACT PRICING AS FOLLOWS:** (THIS COST MUST SHOW ON YOUR ESTIMATE AND THE BIDDING VENDOR MUST DETERMINE NUMBER OF SHEETS REQUIRED FIGURING PAPER COST).

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LINE 113- COVER – 26” X 40” @ \$203.60 PER 1000 SHEETS

LINE 85 -TEXT – 25” X 38” @ \$77.00 PER 1000 SHEETS

40 PAGES TOTAL: (INCLUDING THE COVER), FOLDED, COLLATED, and STAPLED, TABBED.

VARIABLE DATA CONVERSION (FILE SUPPLIED) 40,000 ADDRESSES, INK JETTED.

TRIMMED: TO FINISHED SIZE 9” X 12”

PACKAGED: SORTED AND PALETIZED

DELIVER: TO A UNITED STATES POSTAL FACILITY. **(DO NOT INCLUDE FREIGHT/POSTAGE CHARGES ON THIS QUOTE).**

ARTWORK: CUSTOMER DIGITAL FILE/ARTWORK SUPPLIED. (JOB: HEAVY COVERAGE). *ADDITIONAL 250 HOURS WILL BE NEEDED IN PRE-PRESS TO COMPLETE/FINALIZE FOR PRESS PRODUCTION, (SUCH AS CORRECTIONS TO THE FILE, CUSTOMER TYPO’S ETC... ADD THIS COST TO YOUR ESTIMATE).

PROOFS: ONE EMAILED PROOF WILL BE REQUIRED TO THE CUSTOMER, (NO CHANGES OR ADDITIONAL CHARGES TO THIS PROOF WILL BE REQUIRED). **THEN,** ONE DIGITAL FULL COLOR, FINAL PROOF WILL BE REQUIRED. THIS PROOF WILL BE A SAMPLE OF THE COMPLETED JOB. (A “MOCK-UP”; FOLDED, COLLATED AND STAPLED; TRIMMED TO FINISH SIZE). ADD PROOF CHARGES TO YOUR ESTIMATE.

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**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

Modification

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STATEWIDE PRINTING AND BINDING CONTRACT

Ship To: _____ **Bill To:** _____

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000004869: WALKER360 DBA: Creative Printing & Signs 2501 E 5th Street Montgomery AL 36107	Contact: TAYLOR BLACKWELL 3348324975 taylor@walker360.com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	1	LOT	\$0.000000	\$0.00			\$0.00	\$0.00
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Purchasing Director

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Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

1600000014	Document Phase Final	Document Description STATEWIDE PRINTING AND BINDING CONTRACT	Page 5 of 9
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PURPOSE: STATEWIDE PRINTING AND BINDING CONTRACT FOR THE USE OF ALL STATE AGENCY'S WITH PRICING AVAILABLE TO COUNTIES, CITIES, MANICIPALITIES AND SCHOOL SYSTEMS ETC...

MULIT-AWARD WILL BE MADE TO THE THREE OVERALL LOWEST BIDDERS RESPONDING TO THIS RFB.

*SEE THE "OFFSET PRINTING QUOTE" SPECIFICATIONS. RESPONDING BIDDERS MUST SUPPLY THEIR HARDCOPY ESTIMATE OF THIS SPECIFIED PRINTING JOB, (WITH NO MODIFICATIONS TO THE SPECIFICATIONS) USING THEIR ESTIMATING SOFTWARE AND INCLUDE THIS WITH THEIR RESPONSE TO THE RFB. ESTMATE MUST SHOW PRICING/ COSTS (EXAMPLE: COLLATING, BINDING, ADDRESS ING, PROOF CHARGES ETC.). FAILURE TO INCLUDE YOUR ESTIMATE HARDCOPY WILL RESULT IN BID REJECTION. YOUR ESTIMATE TOTAL MUST BE MARKED ON THE PRICE SHEET OF THE RFB BY "UNIT PRICE" OR YOUR BID WILL BE REJECTED. STATE PURCHASING RESEVERS THE RIGHT TO OBTAIN MORE DETAILED ESTIMATE COST FROM THE VENDOR IF DEEMED NECESSARY.

FILLING OUT THE PRICE SHEET OF THE RFB:

YOUR ESTIMATE TOTAL IS THE "UNIT PRICE" WHICH MUST BE INDICATED ON PAGE TWO OF THE RFB UNDER COMMODITY INFORMATION OR YOUR BID WILL BE REJECTED.

CONTRACT PRINTING: PRINTING AND BINDING PRODUCED/MANUFACTURED BY FULL COMMERICAL PRINTING COMPANY MEETING PRINTING INDUSTRY STANDARDS.

CONTRACT PAPER T 103: AWARDED VENDORS MUST USE THE STATE OF ALABAMA'S T 103 PAPER CONTRACT FOR PAPER FOR ALL ORDERS, SHOWING THE LINE NUMBER AND COST ON THE ESTIMATE. IF THE AGENCY REQUESTS NON-CONTRACT PAPERS THE VENDOR WILL PROVIDE A QUOTE FROM A USA PAPER MANUFACTURER /DISTRIBUTOR AND ATTACH THIS TO THE ESTIMATE. ALL PAPER COSTS MUST SHOW ON THE ESTIMATE.

BIDDING VENDORS MUST ATTACH TO THEIR BID A LIST OF THE PRINTING AND BINDING EQUIPMENT PRESENTLY HELD AND USED BY THEIR COMPANY WITH THE YEAR AND MODEL NUMBERS COMPLETED, ALONG WITH A LIST OF AT LEAST FIVE MAJOR ACCOUNTS SERVICED WITH THE APPROXIMATE DOLLAR AMOUNT ANNUALLY AND THE LENGTH OF TIME (YEARS) HELD. ANY ADDITIONAL INFORMATION REQUESTED BY STATE PURCHASING MUST BE MADE AVAILABLE IF REQUESTED.

PRINTING ORDERED BY THE STATE OF ALABAMA MUST BE CONSIDERED A PRIORITY FOR THE AWARDED VENDORS AND MUST BE DELIVERIED COMPLETE WITHIN THE REQUESTED DATES BY THE AGENCY AFTER THE PROOF (S) ARE SIGNED AND COMPLETED TO THE VENDORS. THIS IS WHEN THE JOB TIME PERIOD BEGINS.

AFTER AWARD: AGENCY WILL BE ALLOWED TO REQUEST ESTIMATES FROM ONE, TWO OR ALL THREE AWARDED VENDORS, AND RECOMMEND THE LOWEST PRICE QUOTE

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THAT MEETS SPECIFICATIONS OF THEIR PRINTING JOB.

NO WORK (PRINTING ORDER) CAN BEGIN OR START WITHOUT A MASTER AGREEMENT ISSUED BY STATE PURCHASING. FAILURE TO FOLLOW THIS TERM COULD RESULT IN CANCELATION OF THE AWARDED CONTRACT TO THE VENDOR.

AWARDED VENDORS MUST SHOW ALL COSTS ON THE PRINTING ESTIMATE REQUESTED BY THE AGENCY. ANY ADDITIONAL CHARGES (REVISED ESTIMATES) WILL ONLY BE AUTHORIZED THROUGH THE AGENCY SUBMITTING A "POC" TO STATE PURCHASING, WITH DOCUMENTATION (REVISED ESTIMATE) PRIOR TO COMPLETION OF THE PRINTING JOB UNLESS AGREED THROUGH STATE PURCHASING IN WRITING.

AWARDED VENDORS MUST RESPOND AND SUPPLY THE REQUESTED ESTIMATE VIA EMAIL ATTACHMENT OR HARDCOPY TO THE AGENCY WITHIN **TWO DAYS** OF THE AGENCY'S REQUEST. FAILURE TO DO SO MAY RESULT IN CANCELATION OF THE CONTRACT WITH THE VENDOR. VENDOR'S MUST HAVE AVAILABLE A MINIMUM OF TWO ACCOUNT REPRESENTATIVES TO SERVICE THIS CONTRACT.

PROOFS: IT IS THE AGENCY'S RESPONSIBILITY TO PROVIDE ALL INFORMATION TO THE AWARDED VENDORS TO PRODUCE THE PRINTING, GIVING THE REQUIRED TIME FOR THE PRINTER TO PERFORM AND SUPPLY THE ORDER. AGENCIES WILL BE HELD ACCOUNTABLE FOR ANY ERRORS ON PROOFS AND COMPENSATE THE AWARDED VENDORS FOR TIME AND CORRECTION OF THE ERRORS AND VICE VERSE FOR THE VENDORS.

***NON-CONTRACT PRINTING :** THE FOLLOWING IS ONLY A SAMPLE LIST OF "NON-CONTRACT" PRINTING ITEMS;

PRINTED PROMOTIONAL ITEMS (BAGS, PENS, CUPS ETC...)

NEWSPRINT

BUSINESS CARDS

CONTINUOUS FORMS

SPECIAL CONSIDERATION:

ENVELOPES MAY BE CONSIDERED NON-CONTRACT AS FOLLOWS:

THE STATE MAY ORDER ENVELOPES DIRECTLY FROM THE MANUFACTURER OR DISTRIBUTOR.

*STATE PURCHASING RESERVES THE RIGHT TO DEFINE CONTRACT AND NON-CONTRACT PRINTING JOBS. Only the exact amount of printing ordered will be accepted by the state. Any "overages" may be accepted but the state will not be charged.

DELIVERY: FREIGHT MUST BE INCLUDED IN THE DELIVERY. IF ADDITIONAL DELIVERY ADDRESSES ARE REQUIRED, THE VENDOR MAY INVOICE THE AGENCY SEPARATELY FOR ADDITIONAL FREIGHT OR POSTAGE AFTER AGREEMENT WITH THE AGENCY.

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Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a second and third 12 month period with the same pricing, terms and conditions. The second and third 12 month period, if agreed by both parties, would begin the day after the first or second 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

ALTERNATE BIDS/SPECIFICATIONS TO THE RFB: NO CHANGES ARE ALLOWED TO THE RFB SPECIFICATIONS, TERMS AND/OR CONDITIONS.

***OFFSET PRINTING QUOTE**

(NO CHANGES TO THE SPECIFICATIONS ARE ALLOWED)

QUOTE THE FOLLOWING JOB AS SPECIFIED BELOW USING YOUR COMPANY'S ESTIMATING SOFTWARE. YOU MUST SUBMIT THE HARDCOPY OF *YOUR ESTIMATE*, SHOWING PRICING/COSTS ON YOUR ESTIMATE (COLLATING, FOLDING, IMPRESSIONS ETC...) WITH YOUR BID RESPONSE OR YOUR BID WILL REJECTED:

JOB NAME: STATE PURCHASING 9" X 12" BOOKLET

QUANTITY: 40,000 BOOKLETS **FINISHED SIZE:** 9" X 12"

INK: 4/0 COVER; VARNISH, TEXT; 1/1 BLACK INK, 2-SIDED

PAPER: MUST USE CURRENT **CONTRACT T 103 PAPER CONTRACT PRICING AS FOLLOWS:** (THIS COST MUST SHOW ON YOUR ESTIMATE AND THE BIDDING VENDOR MUST DETERMINE NUMBER OF SHEETS REQUIRED FIGURING PAPER COST).

16000000014	Document Phase Final	Document Description STATEWIDE PRINTING AND BINDING CONTRACT	Page 8 of 9
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LINE 113- COVER – 26” X 40” @ \$203.60 PER 1000 SHEETS

LINE 85 -TEXT – 25” X 38” @ \$77.00 PER 1000 SHEETS

40 PAGES TOTAL: (INCLUDING THE COVER), FOLDED, COLLATED, and STAPLED, TABBED.

VARIABLE DATA CONVERSION (FILE SUPPLIED) 40,000 ADDRESSES, INK JETTED.

TRIMMED: TO FINISHED SIZE 9” X 12”

PACKAGED: SORTED AND PALETIZED

DELIVER: TO A UNITED STATES POSTAL FACILITY. **(DO NOT INCLUDE FREIGHT/POSTAGE CHARGES ON THIS QUOTE).**

ARTWORK: CUSTOMER DIGITAL FILE/ARTWORK SUPPLIED. (JOB: HEAVY COVERAGE). *ADDITIONAL 250 HOURS WILL BE NEEDED IN PRE-PRESS TO COMPLETE/FINALIZE FOR PRESS PRODUCTION, (SUCH AS CORRECTIONS TO THE FILE, CUSTOMER TYPO’S ETC... ADD THIS COST TO YOUR ESTIMATE).

PROOFS: ONE EMAILED PROOF WILL BE REQUIRED TO THE CUSTOMER, (NO CHANGES OR ADDITIONAL CHARGES TO THIS PROOF WILL BE REQUIRED). **THEN,** ONE DIGITAL FULL COLOR, FINAL PROOF WILL BE REQUIRED. THIS PROOF WILL BE A SAMPLE OF THE COMPLETED JOB. (A “MOCK-UP”; FOLDED, COLLATED AND STAPLED; TRIMMED TO FINISH SIZE). ADD PROOF CHARGES TO YOUR ESTIMATE.

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**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 1600000015	NOT TO EXCEED AMOUNT:
Begin Date: 12/01/2015	Procurement Folder: 37723
Expiration Date: 11/30/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/17/18	Version Number: 5

CONTACT INFORMATION		
REQUESTOR: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov	ISSUER: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov	BUYER: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION
STATEWIDE PRINTING AND BINDING CONTRACT

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000053608: Davis Direct 1241 Newell Parkway Montgomery AL 36110	Contact: Emile Vaughan 3342770878 Emile@Davisdirect.Net

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	1	LOT	\$0.000000	\$0.00			\$0.00	\$0.00
96600000000 - DO NOT USE: Use 3- or 5-digit code. PRINTING AND TYPESETTING SERVICES T 400 PRINTING AND BINDING CONTRACT PER THE ATTACHED SPECIFICATIONS								
2	0	XJB	\$0.000000	\$0.00			\$0.00	\$0.00
96600000000 - DO NOT USE: Use 3- or 5-digit code. PRINTING AND TYPESETTING SERVICES T 400 PRINTING AND BINDING CONTRACT PER THE ATTACHED SPECIFICATIONS								

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeqa.alabama.gov

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In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, HYPERLINK "https://procurement.staars.alabama.gov". Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Intent to Award

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14).

Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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PURPOSE: STATEWIDE PRINTING AND BINDING CONTRACT FOR THE USE OF ALL STATE AGENCY'S WITH PRICING AVAILABLE TO COUNTIES, CITIES, MANICIPALITIES AND SCHOOL SYSTEMS ETC...

MULIT-AWARD WILL BE MADE TO THE THREE OVERALL LOWEST BIDDERS RESPONDING TO THIS RFB.

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BIDDING VENDORS MUST ATTACH TO THEIR BID A LIST OF THE PRINTING AND BINDING EQUIPMENT PRESENTLY HELD AND USED BY THEIR COMPANY WITH THE YEAR AND MODEL NUMBERS COMPLETED, ALONG WITH A LIST OF AT LEAST FIVE MAJOR ACCOUNTS SERVICED WITH THE APPROXIMATE DOLLAR AMOUNT ANNUALLY AND THE LENGTH OF TIME (YEARS) HELD. ANY ADDITIONAL INFORMATION REQUESTED BY STATE PURCHASING MUST BE MADE AVAILABLE IF REQUESTED.

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Assignment of contract:

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Establish a 12 month contract with an option to extend for a second and third 12 month period with the same pricing, terms and conditions. The second and third 12 month period, if agreed by both parties, would begin the day after the first or second 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

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(NO CHANGES TO THE SPECIFICATIONS ARE ALLOWED)

QUOTE THE FOLLOWING JOB AS SPECIFIED BELOW USING YOUR COMPANY'S ESTIMATING SOFTWARE. YOU MUST SUBMIT THE HARDCOPY OF *YOUR ESTIMATE*, SHOWING PRICING/COSTS ON YOUR ESTIMATE (COLLATING, FOLDING, IMPRESSIONS ETC...) WITH YOUR BID RESPONSE OR YOUR BID WILL REJECTED:

JOB NAME: STATE PURCHASING 9" X 12" BOOKLET

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PAPER: MUST USE CURRENT **CONTRACT T 103 PAPER CONTRACT PRICING AS FOLLOWS:** (THIS COST MUST SHOW ON YOUR ESTIMATE AND THE BIDDING VENDOR MUST DETERMINE NUMBER OF SHEETS REQUIRED FIGURING PAPER COST).

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TRIMMED: TO FINISHED SIZE 9” X 12”

PACKAGED: SORTED AND PALETIZED

DELIVER: TO A UNITED STATES POSTAL FACILITY. **(DO NOT INCLUDE FREIGHT/POSTAGE CHARGES ON THIS QUOTE).**

ARTWORK: CUSTOMER DIGITAL FILE/ARTWORK SUPPLIED. (JOB: HEAVY COVERAGE). *ADDITIONAL 250 HOURS WILL BE NEEDED IN PRE-PRESS TO COMPLETE/FINALIZE FOR PRESS PRODUCTION, (SUCH AS CORRECTIONS TO THE FILE, CUSTOMER TYPO’S ETC... ADD THIS COST TO YOUR ESTIMATE).

PROOFS: ONE EMAILED PROOF WILL BE REQUIRED TO THE CUSTOMER, (NO CHANGES OR ADDITIONAL CHARGES TO THIS PROOF WILL BE REQUIRED). **THEN,** ONE DIGITAL FULL COLOR, FINAL PROOF WILL BE REQUIRED. THIS PROOF WILL BE A SAMPLE OF THE COMPLETED JOB. (A “MOCK-UP”; FOLDED, COLLATED AND STAPLED; TRIMMED TO FINISH SIZE). ADD PROOF CHARGES TO YOUR ESTIMATE.

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