

**FOLDING AND INSERTION AGREEMENT 2005
LARAMIE COUNTY, WYOMING /UNICOVER CORPORATION**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Unicover Corporation, One Unicover Center, Cheyenne Wyoming 82008-0001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the folding and insertion in envelopes of correspondence sent by the Laramie County Treasurer's Office.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR \$ 0.0261 for each piece of correspondence or \$ 26.10 per one thousand (1000). Prices are as detailed in Attachment 'A' to this Agreement. CONTRACTOR shall bill COUNTY by a properly executed Laramie County Voucher. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

C. Treas
Laramie
Unicover
Bridget

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages) and Attachment 'A' (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY

in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party.

Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

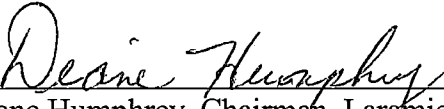
S. **CONTRACTOR** shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**FOLDING AND INSERTION AGREEMENT 2005
LARAMIE COUNTY, WYOMING /UNICOVER CORPORATION**


Signature Page

LARAMIE COUNTY, WYOMING

By: 
Diane Humphrey, Chairman, Laramie County Commissioners

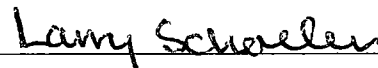
Date 7-6-05

ATTEST:

By: 
Debbye Lathrop, Laramie County Clerk

Date 7-7-05

CONTRACTOR: UNICOVER CORPORATION

By: 

Date 6-23-05

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Peter H. Froelicher
Laramie County Attorney

Date 6/7/05



Quotation 03418

Estimate Number: 5264

One Unicover Center
 Cheyenne, WY 82008-0001
 Telephone (307) 771-3000 Telefax (307) 771-3322

Quote Date:
 06/03/2005

Quoted to:

Laramie County Treasurer
 ATTN: Kim Lovitt
 P.O. Box 125
 Cheyenne, WY 82003

Quantity	Description	Price per Piece	Price per Thousand	Extension
30,430	<p>This estimate is for folding and inserting. Customer will provide an 8 1/2" x 11" letter and a #10 LLW mailing envelope for this job. Unicover will fold the customer provided letter to 8 1/2" x 3 5/8" and then insert it into the customer provided #10 Mailing Envelope. Unicover will return Letters damaged during folding or inserting to customer, and customer will take care of replacing, folding and inserting these damaged letters. Customer will deliver and pick up all materials. Customer will provide boxes to hold completed packages once Unicover has finished inserting. The inserter machines will seal the envelopes closed.</p> <p>Customer to supply a sample of the proposed #10 LLW Envelope to Unicover prior to acceptance of this quote.</p>	\$0.0261	\$26.10	\$794.22

Quotation good for 30 days from above date. FOB: Cheyenne, WY Terms: Net 30 days. Sales Rep: BB
 Jobs awarded to Unicover Corporation which contain specifications other than quoted are subject to additional charges.
 Acceptance of these quotes by the customer is contingent upon agreement between Unicover and customer in regard to delivery dates.

**This Bid/Quotation is
 subject to the Terms and
 Conditions printed on
 the reverse.**

Unicover Corporation

by: Larry Schoeler
 Larry Schoeler
 Vice President of Client Services

Acceptance of Purchaser

by: _____

Duplicate - Purchaser
 Original - Unicover Corporation
 (Sign and Return Original to
 Signify Acceptance)

Name: _____

Title: _____

Terms and Conditions of Quotation

1. This Quotation, as stated on its face and including these terms and conditions, is the complete and final agreement between the Purchaser and Unicolor Corporation ("Unicolor").

2. This Quotation may not be modified, amended or changed in any way except by written agreement signed by both Purchaser and an authorized officer of Unicolor. If this Quotation is not accepted by Purchaser within 30 days, Unicolor may change it.

3. This Quotation is based on the accuracy of the specifications provided. Unicolor can quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which this Quotation is based.

4. Production schedules will be established and followed by both the Purchaser and Unicolor. The Purchaser recognizes that these schedules reflect press and other production time which Unicolor reserves for Purchaser's work, and that Unicolor may also reserve press and production time for other customers. If any press or production time is lost due to Purchaser's delay or alterations/corrections made because of Purchaser's change of mind, the delivery date may be adjusted to reflect such delays (also taking into account other press and production time which has been allocated by Unicolor) and the amount to be paid by Purchaser shall be adjusted to reflect Unicolor's costs resulting therefrom.

5. Deliveries may be delayed or suspended if Unicolor is prevented from delivering or Purchaser from receiving as a result of force majeure, strikes, acts of God, shortage of containers or transportation facilities, or other causes beyond control of either party, and delays of suppliers due to such causes; and Unicolor shall not be held liable for damages caused by delays in delivering beyond its reasonable control and without its fault or negligence. In such cases, schedules will be extended by an amount of time equal to delay incurred.

6. Except in the particulars specified by Purchaser, and expressly agreed to in writing by Unicolor, the products and goods furnished hereunder shall be produced in accordance with Unicolor's usual and customary industry tolerances and variations consistent with good production practices. We retain the right to reject furnished materials if they don't meet Unicolor's specifications. Overruns or under-runs will not exceed 10 percent of the quantity ordered. Unicolor will bill for actual quantity delivered within this tolerance. If the Purchaser requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

7. Purchaser shall have the right to make changes in the order (or work specification), but if such changes affect delivery, the production, or the amount to be paid by Purchaser, Unicolor shall notify Purchaser within ten (10) days or a reasonable amount of time, and the delivery date shall be adjusted to reflect such change and the amount to be paid by Purchaser shall be adjusted to reflect Unicolor's costs resulting therefrom.

8. Materials furnished by Purchaser or its representative are verified by delivery tickets. Unicolor bears no responsibility for discrepancies between delivery tickets and actual counts. Purchaser-provided paper must be delivered according to specifications furnished by Unicolor. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Unless otherwise stated in this Quotation, the Quotation is premised upon Unicolor receiving from Purchaser press ready digital files. Purchaser's files must be formatted using software platforms that Unicolor possesses. It is the Purchaser's responsibility to maintain a copy of any original file provided by Purchaser to Unicolor. Unicolor is not responsible for accidental damage to media supplied by the Purchaser or for the accuracy of furnished input or final input produced from it. Until digital input can be evaluated by Unicolor, no claims or promises are made about Unicolor's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. If Purchaser's digital files are not properly formatted when received, delivery dates are subject to change. Purchaser required digital file corrections or changes may also cause delivery dates to change. Artwork, film, color separations, special dies, tapes, disks, data and other materials furnished by the Purchaser must be usable by Unicolor without alteration or repair. Items not meeting this requirement may be repaired by the Purchaser, or if by Unicolor, then at Unicolor's usual and customary rates.

9. Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied to Unicolor by the Purchaser supplier remain the Purchaser's exclusive property. Unicolor will only maintain fire and extended coverage on property belonging to the Purchaser while the property is in Unicolor's possession. Unicolor's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing by the Purchaser, and if the premium is paid by the Purchaser to Unicolor. Unicolor will archive digital files for Purchaser, if requested, and will charge an annual fee of \$20 per file to keep Purchaser's digital files in Unicolor's archives.

10. The Purchaser understands that all sketches, copy,

dummies, and preparatory work shown by Unicolor to the Purchaser are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. A color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance and the proof becomes a Contract between the Purchaser and Unicolor. Unicolor will submit prepress proofs along for the Purchaser's review and approval. Corrections will be returned to Unicolor on a "master set" marked "OK" or "Not OK" with corrections marked and signed by the Purchaser. If a prepress proof is marked "Not OK," Unicolor will make the requested changes and will submit a further prepress proof to Purchaser. Until the master set is received marked "OK," no work beyond the prepress proofing stage will be performed. Unicolor will not be responsible for undetected production errors if: (i) proofs are not required by the Purchaser; (ii) the work is printed per the Purchaser's OK; or, (iii) requests for changes are communicated orally. Press proofs will not be furnished unless they have been specified in the quotation submitted to and accepted by the Purchaser. A press sheet can be submitted for the Purchaser's approval as long as a representative of the Purchaser is present at the press during make-ready. A charge at Unicolor's customary hourly rates will be made for any press time lost or alterations/corrections made because of the Purchaser's delay or change of mind.

11. Unicolor will replace, at the delivery point specified herein, any product or goods furnished hereunder that are found to be defective or otherwise fail to conform to the specifications or conditions of this Quotation, or, at Unicolor's option, Unicolor will repay the price paid for such product, plus any transportation charges paid by Purchaser in addition to such price. **THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Purchaser may examine the goods on arrival, and within ten (10) business days after the arrival of the goods, Purchaser must give notice to seller in writing of any claim for damages on account of the condition, quality, or grade of the goods, and must specify the basis of the claim in detail. Unicolor must be given a reasonable opportunity to investigate said claim. Failure by the Purchaser to comply with these requirements shall constitute irrevocable acceptance of the goods by Purchaser and bind him to pay the price of the goods. Purchaser's remedies with respect to any product furnished or to be furnished by Unicolor hereunder that is alleged to be defective or otherwise not in conformity with this Quotation, shall be limited exclusively to the right to replacement thereof or to repayment of the price paid, as above provided, and any and all specific, individual, or consequential damages are excluded.

12. Any penalty or liquidated provision for late delivery or the like contained in any bid/quotation or any term or condition appearing in Purchaser's Quotation or associated documents which are inconsistent with this Quotation is not agreed to by Unicolor, is expressly not a part of this Quotation, and is not binding upon Unicolor.

13. Unless otherwise stated in this Quotation, payment is due from Purchaser to Unicolor net cash 30 calendar days from date of invoice as specified. Unicolor may invoice Purchaser for progress payments, and partial shipments as made. Unicolor may delay or suspend work or deliveries at any time Purchaser fails to make any payment to Unicolor when due. As security for payment of any sum due under the terms of an agreement, Unicolor has the right to hold and place a lien on all Purchaser's property in Unicolor's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. In the event of Purchaser's failure to pay in full for the products, goods or services agreed upon herein, Purchaser agrees that in addition to its remedy of recovery, Unicolor shall have, at its option, the right to sue for purchase price, together with interest thereon at the rate of 18% per annum commencing with said due date plus reasonable costs of collection, including reasonable attorney's fees.

14. Waiver by Purchaser or Unicolor of any breach of these provisions shall not be construed as a waiver of a breach of any other provision.

15. Except to the extent that they are inconsistent with the terms and conditions of this agreement, the terms and conditions of sale ("practices") adopted as part of the Best Practices from the Printing Industry Association for Printing Leadership in 2001, are hereby expressly incorporated into this Agreement by reference. A copy of the practices is available from Unicolor upon request or from the Graphic Arts Information Network at www.gain.net.

16. **Indemnification:** The Purchaser agrees to protect Unicolor from economic loss and any other harmful consequences that could arise in connection with the work produced by Unicolor for Purchaser. This means that the Purchaser will hold Unicolor

harmless and save, indemnify, and otherwise defend Unicolor against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

Copyrights: The Purchaser warrants that the subject matter to be printed is not copyrighted by a third party. The Purchaser also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The Purchaser further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. Purchaser represents and warrants that it is the proprietor of a valid copyright or the licensee of the copyright holder with respect to all copyrighted materials which it is requesting Unicolor to reproduce. Purchaser grants Unicolor the nonexclusive right, privilege, and license to reproduce the copyrighted material pursuant to this agreement. Purchaser agrees to indemnify and shall hold harmless Unicolor from any loss or damage arising out of or in connection with actual or alleged copyright involving work produced for Purchaser by Unicolor. Purchaser shall pay the costs, expenses, damages and any attorneys fees incurred by Unicolor to protect the aforementioned copyrights or to respond respecting claims of infringement made against Unicolor and with respect to the bringing of claims against third party infringers of the copyrighted material. Any payment made in settlement, or by way of judgment or award, by any infringer of the copyrighted material to Unicolor shall, after deduction of all costs, expenses and attorney's fees, be the property of the Purchaser.

Personal or economic rights: The Purchaser also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Purchaser will, at the Purchaser's sole expense, promptly and thoroughly defend Unicolor in all legal actions on these grounds as long as Unicolor promptly notifies the Purchaser of the legal action and gives the Purchaser reasonable time to undertake and conduct a defense. Unicolor reserves the right to use its sole discretion in refusing to print or produce anything it deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

17. Unless otherwise specified, the prices in this Quotation are for a single shipment, without storage, F.O.B. Unicolor's dock. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Unicolor will charge accordingly at current rates. Charges for delivery of materials and supplies from the Purchaser to Unicolor, or from the Purchaser's representative to Unicolor, are not included in the Quotation unless specified. Title for finished work passes to the Purchaser upon delivery to the carrier at shipping point, or upon mailing by Unicolor of invoices for the finished work or its segments, which ever occurs first.

18. All applicable sales and use taxes are in addition to this Quotation. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the Purchaser has paid the invoice, it is determined that more tax is due, then the Purchaser agrees to promptly remit the required taxes to the taxing authority, or immediately reimburse Unicolor for any additional taxes paid.

19. Acceptance of order shall not be effective until acceptance by Unicolor. Acceptance by Unicolor may be either by notification to Purchaser or by commencing to produce the work ordered. Canceled orders require compensation for incurred cost and related obligations. All orders subject to Unicolor credit approval.

20. This Quotation with its terms and conditions shall be governed by the law of Wyoming including but not limited to the Uniform Commercial Code as adopted by the State of Wyoming as in effect on the date of this agreement.



One Unicolor Center
Cheyenne, WY 82008-0001
Telephone • (307) 771-3000
Telefax • (307) 771-3322

www.unicover.com/printing.htm
solutions@unicover.com

LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: 7/5/05

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: County Treasurer

APPLICANT: Kim Frost

AGENT:

4. DESCRIPTION: Consideration of a Folding & Insertion Agreement 2005
with Unimover to fold & stuff Ad Velorum & B&B's

Amount \$ Approximately \$783⁰⁰ From _____ to _____
0261 per piece @ 3000 bills

5. DOCUMENTATION: _____ Originals (4) four copies

Clerks Use Only:	
Commissioner	Signatures
Humphrey _____	Co Attny _____
Knudson _____	Assist Co Attny _____
Ketcham _____	Grants Manager _____
Action _____	Outside Agency _____
Postponed/Tabled _____	