

Alabama A&M University



Yearbook

Request for Proposal (RFP) –

2K17-03B

Alabama A&M University

Yearbook

Bid # 2K17-03B

INTRODUCTION

Alabama A&M University is seeking proposals from qualified vendors to produce its annual yearbook for three consecutive academic years: 2017-2018, 2018-2019, and 2019-2020. The agreement is renewable for the 2020-2021 academic year pursuant to the awarded vendor successfully meeting established deadlines and guidelines. Proposals received must be complete with all required documentation. A total bid price must be provided on the Cost Proposal Sheet. The selected vendor must collaborate effectively with Alabama A&M University staff in the design, editing, proofing, technical support, production of the yearbook, and any other necessary tasks. The awarded vendor must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University (“AAMU”, “the Awarding Authority”) must receive each vendor’s bid/proposal package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid/proposal submission deadline, which will also be the date and time of the bid/proposal opening. Unless otherwise noted, the bid/proposal opening will take place at:

Alabama Agricultural and Mechanical University
Purchasing Department
4900 Meridian Street
Patton Hall, Room 305
Normal, AL 35762

All bids/proposals received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed bid/proposal does not meet the requirements of the statute because it is not sealed, and all such bids/proposals will be deemed ineligible for award. (Attorney General’s Opinion # 91-016)

Mailed sealed bids/proposals sent to the Purchasing Department by logistics carriers FedEx, DHL, or Airborne Express must be sent to the following address:

Alabama A&M University
Purchasing Department
4900 Meridian Street
Patton, Hall, Room 305
Normal, AL 35762

Mailed sealed bids/proposals sent to the Purchasing Department by the United States Postal Service (USPS) must be sent to the following address:

Alabama A&M University
Purchasing Department
P.O. Box 1627
Normal, AL 35762

2. **Bid/Proposal Preparation:** Alabama Agricultural and Mechanical University bid/proposal forms must be completed and returned as a part of the bid quote/proposal. Bids/proposals should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items bid/proposal with the requirements set forth in the bid/proposal form. **All bids/proposals must be submitted within a sealed package with the bid number, opening date and time, and bidder's name and address clearly indicated on the envelope.** Bidders are required to submit all items required in the bid/proposal package.

An authorized representative of the Bidding Agency shall sign ITB bid/proposal documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid/proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid/proposal should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid/proposal in response to this ITB/proposal may be required to give an oral presentation of their bid/proposal to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid/proposal but will in no way change the original bid/proposal. If an oral presentation is to be required, the Awarding Authority will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.
4. **Bid Bonds:** It is required for any contract exceeding \$10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid/proposal to not exceed \$10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration.
5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all bids/proposals and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity

with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those Bidders that submitted bids/proposals on the basis of the evaluation factors included in this ITB. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best bid/proposal and shall award the bid/proposal to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids/proposals at any time prior to an award.

A bid/proposal accepted in error as the lowest responsible bid/proposal is null and void and AAMU, upon discovery of the error, may accept the lowest bid/proposal and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an "in-state" responsible bidder if his or her bid/proposal is within ten percent (10%) of the foreign entity's lowest responsible bid/proposal. AAMU may also award the contract to any of the following "in-state" responsible Bidders that are within ten percent (10%) of the foreign entity lowest bidder:

- A. A woman-owned enterprise
- B. A small business enterprise
- C. A minority-owned business enterprise
- D. A veteran-owned business enterprise
- E. A disadvantaged-owned business enterprise

If an "in-state" vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

The Purchasing Department of the University is the only agency authorized to award a contract for the proposed purchases. All pertinent State of Alabama purchasing codes and University policies and procedures apply.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the bid/proposal to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:

- A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract's terms.
- B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid/proposal.

7. **Bid/proposal Withdrawal:** No bids/proposals may be withdrawn without approval from Alabama Agricultural and Mechanical University's Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid/proposal opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid/proposal list. No bid/proposal may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to "Default of Contractor."

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid/proposal (ITB) requests.

8. **Bid/Proposal Rejection:** The Awarding Authority may reject any bid/proposal if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to bid/proposal, the Awarding Authority may reject the bid/proposal and negotiate the purchase or contract, provided that the negotiated price is lower than the bid/proposal price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General's Opinion # 98-140). In the event only one bidder responds to an invitation to bid/proposal, the Awarding Authority may also advertise for and seek other competitive bids/proposals. Where only one responsible and responsive bid/proposal is received, AAMU may only negotiate for a price lower than the single bid/proposal received.

9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid/proposal evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid/proposal response. Bids/proposals containing "payment in advance" or "cash on delivery (COD)" requirements may be rejected.

10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid/proposal meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as the date of this bid/proposal.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids/proposals, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964."

11. **Non-Collusion:** Any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid/proposal at a fixed price or to refrain from bidding, or otherwise, shall render the bids/proposals of such Bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid/proposal.

12. **New Products:** Unless specifically called for in the bid/proposal, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid/proposal. The manufacturer's standard warranty will apply unless otherwise specified in the bid/proposal. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.

13. **Bonds:** Bid/proposal and performance security bond, when required will be indicated.

14. **Bid/Proposal Submission:** Failure to submit a bid/proposal on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid/proposal as non-responsive.

All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid/proposal. Corrections shall be initialed in ink by the person signing the bid/proposal.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, proposal number, name of the project, and date.

All bids/proposals must be signed. Failure to do so will result in rejection of the bid/proposal.

15. **Indemnification:** Vendor agrees to indemnify and hold harmless Alabama A&M University, its officers, agents, servants, employees, successors, and/or assigned from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury including any resulting in death, damage to property, and/or other injury of damage arising out of or as a consequence of its acts or omissions in performing under this Agreement, its presence on the University's premises, or the existence of this Agreement or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.
16. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids/proposals. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the bid/proposal will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor."

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 453 Buchanan Way, Normal, AL 35762 (unless another F.O.B. point is stated by the University on the bid/proposal form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid/proposal requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid/proposal for evaluation purposes.

17. **Bid/Proposal Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids/proposals shall remain firm for a minimum of thirty (30) days from the date of bid/proposal opening and any exceptions must be clearly stated.
18. **Bid/Proposal Opening:** Bidders may attend the bid/proposal opening, but no information or opinions concerning the ultimate award will be given at the bid/proposal opening or during the evaluation process. After the public opening of this bid/proposal, the results will not be available to Bidders not attending the opening until after an award is made.
19. **Bids/Proposals are Public Record:** All bids/proposals become a matter of public record at bid/proposal award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid/proposal whether labeled confidential or not.

- 20. Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the Invitation to Bid/proposal (ITB). Normally in competitive sealed bidding only the information furnished with the bid/proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal non-responsive. Unless the bidder clearly indicates in its bid/proposal that the product offered is an "Equal" product, such bid/proposal will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude bids/proposals from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

- 21. Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid/proposal request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
- 22. Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid/proposal from the defaulting contractor will be considered.
- 23. Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 24. Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud,

collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

25. **Warranties:** Should merchandise described on this bid/proposal contain a manufacturer's warranty, Bidders must state the warranty terms in the space provided on the bid/proposal. Bids/proposals offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE." Warranty information may be criteria in making this award. Failure of Bidders to furnish this data may cause rejection of the complete bid/proposal as being non-responsive.

26. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.



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PROPOSAL REQUIREMENTS

1. PROPOSAL REQUIREMENTS

Each vendor is expected to submit a fully detailed proposal that adequately describes the advantages and benefits, which the University would realize by acceptance of its proposal. The response to this RFP shall consist of the following tabbed sections:

- Letter of Transmittal
- Executive Summary
- Corporate Background and Experience
- Project Staffing and Organization
- Technical Approach
- Cost Proposal and Execution of Proposal
- Financial Reports
- Additional Information and Attachments, as required

A. Letter of Transmittal: The letter of transmittal shall consist of the proposal cover letter highlighting the contents of this proposal, and bearing the authorized representative's signature. It should include an introduction of the vendor's company, the name, address, telephone number, and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP.

B. Executive Summary: An executive summary will briefly describe the vendor's approach and clearly indicate any options, alternatives, or enhancements being proposed. It should also indicate any major requirements that cannot be met by the vendor. Alabama A&M University will assume full compliance with all specifications herein if no exception is taken. *Any award made by the University hereunder shall bind the vendor to the terms, conditions, and specifications set forth in this Request for Proposal. Vendors whose proposals do not conform to said terms, conditions, and specifications should so note in their response to this section.* No exemptions will be considered to have been taken by a vendor unless it is properly set out as provided above.

C. Corporate Background and Experience. This section shall include background information on the organization and should give details of experience with similar projects. A list of three references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.

D. Project Staffing and Organization. This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project.

The vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be directly assigned to this project, citing experience with similar projects, credentials, and the responsibilities to be assigned to each person.

E. Technical Approach: This section shall include, in narrative, outline, and/or graphic form the vendor's approach to accomplishing the tasks outlined in the Project Specifications. The vendor must demonstrate their ability to meet all specifications as outlined in the Project Specifications.

F. Cost Proposal and Execution of Proposal: The Cost Proposal must be submitted on the "COST PROPOSAL SHEET" with all required information provided. Complete the "EXECUTION OF PROPOSAL," which must be signed by the Vendor's Representative.

G. Financial Reports: Furnish a current audited financial report for the company's most recent fiscal year.

H. Vendor's Standard Form of Agreement: If the University will be required to sign the vendor's standard form of agreement, it MUST be submitted with your proposal for review by University Legal Counsel. Proposals that are contingent upon the University's acceptance of the vendor's terms and conditions may be at a competitive disadvantage in the evaluation process. Further, if the University cannot accept the vendor's terms and conditions, the University may reject such proposals as non-responsive.

I. Additional Information and attachments, if any.

J. COST PROPOSAL [Attached.]

K. EXECUTION OF PROPOSAL

By submitting this proposal, the potential vendor certifies the following:

A. This proposal is signed by an authorized representative of the firm.

B. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs.

C. The potential vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

- D. Therefore in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 30 days from the date of the bid opening, to furnish the subject services.

VENDOR: Walsworth Yearbooks

ADDRESS: 306 N Kansas Ave

CITY, STATE, ZIP: Marceline, MO 64658

TELEPHONE NUMBER: 800-972-4968

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 43-0718484

BY: SR Minniger TITLE: Representative

(Signature)

Shannon Minniger 4-25-17

Typed or Printed Name

Date

2. GENERAL INFORMATION ON SUBMITTING PROPOSALS

- A. Exemptions: Any exception taken to ANY portion of this Request for Proposals must be so stated on the proposal response sheets or Alabama A&M University will assume full compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those terms as specified in its proposal response.
- B. Competitive Offer: The signer of any proposal submitted in response to this RFP certifies that his proposal has not been arrived at collusively or otherwise in violation of either Federal or Alabama antitrust laws.
- C. Reference to Other Data: Only information which is received in response to this RFP will be evaluated.
- D. Elaborate Proposals: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- E. Costs for Proposal Preparation: Any costs incurred by vendor in preparing or submitting proposals are the vendors' sole responsibility. Alabama A&M University will not reimburse any costs incurred in the submission of this proposal.
- F. Time for Acceptance: Each proposal shall state that it is a firm offer which may be accepted within a period of 30 days. Although the contract is expected to be

awarded prior to that time, the 30 day period is requested to allow for unforeseen delays.

- G. Right to Submitted Materials:** All responses, inquiries, or correspondence relating to or in reference to the RFP and other reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor shall become the property of the University when received.
- H. Vendor's Representative:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- I. Subcontracting:** Vendor is not authorized to subcontract any portion of the work.

3. Contractual Terms and Conditions

A. Governing Law

This contract is made under and shall be governed and construed in accordance with the laws of the State of Alabama.

B. Situs

The place of this contract, its situs and form, shall be Alabama, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

C. Standard of Performance

The Vendor shall give its best effort to the performance of its undertaking under this contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices.

D. Interest of Vendor

The Vendor covenants that it presently has no interest, director indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of this proposal no such person having such interest shall be employed or engaged.

E. Key Personnel

The Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Director of Purchasing or the department of the University where the services or products are being utilized. The individuals designated as key personnel for purposes of this contract are those specified in the Vendor's proposal.

F. Force Majeure

The Vendor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable

for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delays, including specifically that caused by its own fault or negligence.

- a. In case of default by the Vendor, Alabama A&M University may procure the services from other sources and hold the Vendor responsible for any excess cost occurred thereby. The University reserves the right to require bid bonds or other acceptable guarantees from the successful vendor without expense to the University. Upon entering of a judgment of bankruptcy or insolvency by or against the Vendor, the University may terminate this contract for cause.

G. Termination

If either party shall be in material breach of a provision of this agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof, then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this agreement. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if a performance is prevented or delayed by act of God or other circumstance beyond a party's reasonable control.

H. Contract Rights Upon Termination

In the event of a termination of this proposal by the University, Vendor shall have ninety (90) days from the date of termination to transfer all data stored in their systems to Alabama A&M University.

I. Conduct on Premises

The Vendor agrees that all persons working for or on its behalf whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.

The Vendor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damages to property located on University premises caused by its employees and agents. Accordingly, the Vendor agrees to take all necessary measures to prevent such injury and damage. The Vendor shall promptly repair, to the specifications of the University's Facilities Director, any damage that it, or its employees or agents may cause to the University's premises or equipment. In the event the Vendor fails to do so, the University may repair such damage and the Vendor shall reimburse the University promptly for the cost of the repair.

The Vendor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Vendor will immediately notify the Director of Human Resources, and thereafter furnish a full written report of such accident.

J. Care of Property

The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of the contract or purchased by it for the contract and will reimburse Alabama A&M University for loss of damage of such property.

K. Compliance with Law

The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

L. Non-discrimination

Operator agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to the agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, disability, or handicap. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of the agreement by reference.

M. Insurance

The Vendor is only responsible for general property risks of accidental loss to the building, and/or other equipment or furnishings owned by the University and provided to the Vendor under the contract, except when caused by Vendor negligence.

N. Entire Agreement

This proposal and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the Vendor's proposal are incorporated by reference as though set forth verbatim.

All requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

O. Amendments

This proposal may be amended only by written amendments duly executed by Alabama A&M University and the Vendor.

P. Request for Proposal

Vendors must be aware that this is a request for offers, not a request to contract, and Alabama A&M University reserves the right to reject any and all proposals when such rejection is deemed to be in the best interests of the University.



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BID BONDS

It is required for any contract exceeding \$10,000, that the bidder submits with his or her bid a Bid Bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid or not to exceed \$10,000. Bids Bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. treasury notes in lieu of a Bid Bond. No personal checks or company checks will be accepted. It is at the buyer's discretion on whether or not to require Bid Bonds for all other bids. **Any bid package that does not include a Bid Bond will not receive further consideration.**

A Bid Bond remains in effect until the service or job is completed. The Bid Bonds of unsuccessful bidders will be returned to the earlier of sixty (60) days after bid award has been made or once the awarded bidder successfully fulfills the first purchase order received.



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Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

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. 2006-557, 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.



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Contractor's E-Verify Clause and Affidavit

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

E-VERIFY – NOTICE (RFP)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. ***A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

AFFIDAVIT 2

I, EDWARD P. KENNEDY, a duly authorized officer or agent of WALS WORTH (contractor), do execute this affidavit on behalf of WALS WORTH (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

204696
E-Verify Employment Eligibility Verification User Identification Number
WALS WORTH

Name of Contractor
Edward P. Kennedy
Signature of Authorized Officer or Agent of Contractor
EXECUTIVE VICE PRESIDENT, HUMAN RESOURCES
Title of Authorized Officer or Agent of Contractor
EDWARD P. KENNEDY

Printed Name of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF April, 2017
Angela D. Warner

Notary Public
My commission Expires: Nov. 12, 2018



ANGELA D. WARNER
My Commission Expires
November 12, 2018
Linn County
Commission #14426900

Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

| | | |
|--|---------------------|---|
| F.O.B. Point | TERMS 2018-2020 | WARRANTY N/A |
| AAMU DESTINATION ESTIMATED DELIVERY April of each year | YOUR REFERENCE NO.* | QUOTATION EFFECTIVE UNTIL June 3, 2017 |

*Your company reference number, if applicable with this bid quotation.

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. 2006-557. 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.

Wadsworth Yearbooks
COMPANY NAME (TYPE OR PRINT)

423 987 2529
TELEPHONE NUMBER

Shannon Minniger
SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SPM
SIGNATURE

4/25/17
DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A & M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

Alabama A&M University "Amuited"

YEARBOOK SPECIFICATIONS & REQUIREMENTS

Basic Specifications:

Quantity: 1500 Copies

Pages: 250 (Full color)

Size: 9 x 12 (trim size)

Base Price:

Size: 9 x 12 trim size, 250 full color pages, 1500 copies

Overrun charges, Federal Express charges on page shipments, Artwork color changes

The size of the yearbook with the options required below should generate one bid price to be used for evaluation purposes. Also, provide the fees for overrun charges, Federal Express charges on page shipments, artwork color changes, etc. in an **itemized** list.

Agreement Terms:

The agreement is to be awarded for three consecutive academic years, 2017-2018, 2018-2019, and 2019-2020 with a fourth year option for the 2020-2021 academic year to be exercised at Alabama A&M University's sole discretion based on the vendor's ability to meet basic deadlines and guidelines during the production process. Award for the fourth year option will be communicated to the vendor through an official letter from Alabama A&M University. Alabama A&M University reserves the right to terminate the agreement for cause or convenience with thirty (30) days written notice to the vendor.

Cover: Mixture of hot foil and embossing application

The cover will be furnished by the customer with technical assistance from the printer. Any unique die may require a special quote. Any special die charges must be approved by the University before production continues. The cover design will be front, back, and spine. The cover board must be 120-point tempered binders' board. The vendor shall supply a proof of the cover for approval before printing.

Binding:

Books shall be Smyth-sewn with bookbinders pre-stretched nylon thread.

Endsheets:

The endsheets shall be 90 pound weight minimum unprinted on maroon and white kraft colored paper of equal quality. Any changes to the endsheets must be approved by the University before printing.

Inside paper stock:

The inside paperstock shall be 80 pound weight and equal to or better than Monarch white enamel or matte coat. Stock is at the discretion of the staff at no cost. Both matte and gloss paper can be used throughout the book at no additional cost.

Color:

Pages will be in full color.

Deadlines:

Proof and Delivery Deadlines shall be established upon mutual agreement between the University and vendor.

Delivery:

NOTE: Expected delivery dates are as follows:

2017-2018 Yearbook: **Delivery Date: April 16, 2018**

2018-2019 Yearbook: **Delivery Date: April 15, 2019**

2019-2020 Yearbook: **Delivery Date: April 20, 2020**

Yearbooks shall be delivered on a date mutually agreed upon by the Editor-in-Chief, advisor, and vendor. Any changes in delivery, after a firm date has been established, must be agreed upon by both the Director of Student Activities and the vendor. Yearbooks must be delivered within 28 days after return of final proofs by the yearbook advisor.

Shipping:

Books will be shipped to the Property Management Division of Alabama A&M University for delivery to the Office of Student Activities.

The address of Alabama A&M University's Property Management Division is:

Alabama A&M University
Property Management Central Receiving
453 Buchanan Way
Normal, AL 35762

Proof: Adobe PageMaker or Indesign software (Indextext files) Digital files

1. Color pages must be both on paper and on CD, showing all pictures, copy, and graphics, in place.
2. Photos must be able to be enlarged and reduced on the CD or on-line at no charge.
3. Bidder must provide all proofs correction charges associated with the process.
4. Bidder must provide actual proofs correction charges that apply.
5. Proofs on CD must be actual company working files with compatible software. Once the page(s) have been verified by the plant, it must go straight into production, with no further correction by the plant.

Demonstrate:

1. The company's policy regarding proof correction by the plant, subsequent to producing final film. N/A
2. Provide an attachment describing the Internet proof delivery, correction, and submission process. N/A
3. Demonstrate proficiency in Pagemaker, and Indesign, with their own company's yearbook enhancements and software, including their page proofing systems. N/A
4. Provide a Pagemaker and Indesign specific tech kit with instructions and documentation. N/A
5. Submission of files through the Internet. yes
6. Does your company provide a PDF kit and Support? Yes ☒ No ☐
7. Customer Service supports? Yes ☒ No ☐
8. Please provide any warranties and/or guarantees that you offer.

all
online
design now

Please provide specifically the type of service the vendor will provide:

Vendor will work directly with the Yearbook Editor and Advisory Staff in producing the yearbook publication to include tech support, submission of pages, resolving problems with submissions, facilitating cover design, page proofs, and corrections, and ensuring the Editor and Staff are familiar with the software.

Sample(s):

we have printed the Atlab A&M for the last several years.

Please provide sample(s) of work performed for other schools or colleges. (i.e. color page samples, yearbook volumes, cover design) The sample(s) must be included in the bid package. Non-compliant proposals will not receive further consideration.

Other Provisions:

1. No portion of the yearbook may be subcontracted by the company awarded the bid. SPM
2. Any change in specifications, must be signed by the company representative, advisor or director. SPM
3. Students do not have permission to approve agreements or specifications. SPM
4. Alabama A&M University reserves the right to reject any bid that does not meet the technical criteria for our yearbook production. SPM

COST PROPOSAL SHEET 1



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
POST OFFICE BOX 1627
305 PATTON HALL
NORMAL, ALABAMA 35762
TELEPHONE: (256) 372-5227

| | |
|------------------------|------------------------|
| DATE 04 / 04 / 2017 | BID NUMBER 2K17-03B |
|------------------------|------------------------|

RESPONSE DUE BY

May 3, 2017

2:00 P.M.

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

REQUEST FOR FORMAL BID

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

CONTACT

PHONE 256 372-5227

Tim Thornton

VENDOR NO. N/A

V
E
N
D
O
R

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|---|------------|-----------|
| 1 | 1500 | EA+ | Yearbooks with required features | 25,250.00 | |
| 2 | N/A | EA | Overrun fee per unit | | |
| 3 | N/A | EA+ | Fee for artwork color changes per unit | | |
| 4 | 1500 | EA | If FedEx shipping will not be offered free on board (F.O.B.), please provide this cost. | 1500.00 | |

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.

I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL

26,750

SIGNATURE

SPMingz

COMPANY REPRESENTATIVE

DATE

4/25/17

An affirmative action/equal opportunity institution

COST PROPOSAL SHEET # 2

Bid Number: 2K17-03B

Page 1 of 1

| Item # | Quantity | Unit | Description | Unit Price | Total Price |
|--------|----------|------|---|------------|-------------|
| 1 | 1500 | EA | Yearbooks with required features | | 25,250.00 |
| 2 | N/A | EA | Overrun fee per unit | | |
| 3 | N/A | EA | Fee for artwork color changes per unit | | |
| 4 | 1500 | EA | If FedEx shipping will not be offered free on board (F.O.B.), please provide this cost. | | 1500.00 |
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Grand Total: 26,750.00

| | | |
|--|---------------------------------|---|
| FOB Point: <u>AAMU Destination</u> | Terms: <u>2018-2020</u> | Warranty: <u>N/A</u> |
| Estimated Delivery: <u>April of each yr</u> | Your Reference No.: <u> </u> | Quotation Effective Until: <u>June 3, 2017</u> |

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated. Pricing on this page reflects the pricing for the associated specifications.

Signed Wabworth Yearbooks 4/25/17
Vendor Name Date

By Shannon R Minniger

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Waldworth Yearbooks

ADDRESS

306 N Kansas Ave

CITY, STATE, ZIP

Marceline MO 64658

TELEPHONE NUMBER

(800) 972-4968

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama A & M University

ADDRESS

305 Patton Hall

CITY, STATE, ZIP

Normal AL 35762

TELEPHONE NUMBER

(256) 312-5227

This form is provided with:

☐

Contract

☐

Proposal

☒

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

| STATE AGENCY/DEPARTMENT | TYPE OF GOODS/SERVICES | AMOUNT RECEIVED |
|-------------------------------------|------------------------|-----------------|
| Northeast Alabama Community College | Yearbooks | 23,000.00 |

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

| STATE AGENCY/DEPARTMENT | DATE GRANT AWARDED | AMOUNT OF GRANT |
|-------------------------|--------------------|-----------------|
|-------------------------|--------------------|-----------------|

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| NAME OF PUBLIC OFFICIAL/EMPLOYEE | ADDRESS | STATE DEPARTMENT/AGENCY |
|----------------------------------|---------|-------------------------|
|----------------------------------|---------|-------------------------|

N/A

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public-employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| NAME OF FAMILY MEMBER | ADDRESS | NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE | STATE DEPARTMENT/ AGENCY WHERE EMPLOYED |
|--------------------------|---------|---|--|
| N/A | | | |


If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

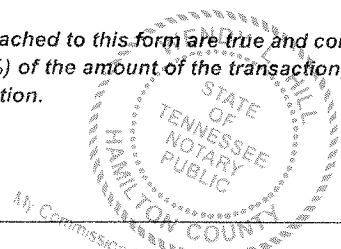
List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

| NAME OF PAID CONSULTANT/LOBBYIST | ADDRESS |
|----------------------------------|---------|
| N/A | |

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.


Signature

4/25/17
Date




Notary's Signature

4/25/17
Date

9-13-2020
Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

BID REQUIREMENTS CHECKLIST

All proposals/bids provided to Alabama A&M University must include the following information and meet the following provisions.

Any vendor who fails to provide any of the following deliverables may be disqualified from further consideration.

1. Proposal delivered before or by designated deadline
2. Proposal delivered in a sealed envelope
3. Name and Address of Bidder outside of sealed envelope
4. Bid/Proposal Number outside of sealed envelope
5. State of Alabama Disclosure Statement (**must be notarized and stamped**)
6. Certification of Compliance with Section Nine of Act 2011-535
7. Bid Bond Check
8. E-Verify Proof of Enrollment Affidavit 1
9. E-Verify Proof of Enrollment Affidavit 2
10. W-9
11. Completed, Itemized Cost Proposal
12. Completed Execution of Proposal
13. Provide the deliverables required in the "Yearbook Specifications & Requirements" sheet under the Heading "**Demonstrate**"
14. Answer the Yes/No Questions included in the "Yearbook Specifications & Requirements" sheet
15. Vendor Work Sample(s) provided for other educational institutions
16. Provide all deliverables outlined on the "**Proposal Requirements**" sheets
17. All proposal forms must be standalone and not be printed on the front/back of another form i.e. one-sided, single page copies.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

INSTRUCTIONS UNIQUE TO THIS INVITATION TO BID (ITB)

1. The sealed bid package submission deadline is May 3, 2017 at 2:00 P.M. Central Standard Time (CST). Bids not received by that time will be ineligible from further consideration. It shall not be sufficient to show that a bid was postmarked by or before the bid submission deadline.
2. The terms and conditions agreed upon in this RFP shall be honored throughout the duration of the contract to include the fourth academic year option in which Alabama A&M University has the sole discretion in exercising.
3. The total bid cost provided in this RFP is to be honored for each academic year outlined in the RFP, including the fourth academic year option in which Alabama A&M University has the sole discretion in exercising.
4. Please type RFP responses directly into the PDF you have been provided. Handwritten responses are accepted but not preferred.
5. This bid is being advertised by AL.com, the Huntsville Times newspaper, and mybidmatch.com.

Yearbook Bid #2K17-03B

Letter of Transmittal
Alabama Agricultural and Mechanical University

Alabama Agricultural and Mechanical University
Purchasing Department
4900 Meridian Street
Normal, AL 35762

Dear Purchasing Department,

I appreciate the opportunity to share this Walsworth Yearbooks Proposal that I have created for Alabama Agricultural and Mechanical University.

This proposal was written as a response to the needs you indicated in Yearbook Bid #2K17-03B. Walsworth Yearbooks is known for its service, technology and flexibility in working with our customers to meet their individualized situations. Not only can we meet your requirements, I promise, as your yearbook sales representative, I will continue to assess your needs during the course of our partnership.

I have, to the best of my ability, included in the following proposal the items requested in the RFP.

I look forward to working together to make your future yearbooks the best. If you have any questions or comments regarding this proposal or Walsworth, please feel free to discuss them with me. I welcome your feedback!

Sincerely,

Shannon R. Minninger



Shannon Minninger
Yearbook Sales Representative

423-987-2529

shannon.minninger@walsworth.com

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

| | | |
|--|---------------------|---|
| F.O.B. Point | TERMS 2018-2020 | WARRANTY N/A |
| AAMU DESTINATION ESTIMATED DELIVERY April of each year | YOUR REFERENCE NO.* | QUOTATION EFFECTIVE UNTIL June 3, 2017 |

*Your company reference number, if applicable with this bid quotation.

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. 2006-557, 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.

Workworth Yearbooks
COMPANY NAME (TYPE OR PRINT)

423 987 2529
TELEPHONE NUMBER

Sharon Minninger
SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SPM
SIGNATURE

4/25/17
DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A & M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

Yearbook Bid #2K17-03B

Executive Summary
Corporate Background
and Experience

Alabama Agricultural and Mechanical University

WHY WALSWORTH?

In a word – commitment. Walsworth's employees – starting with the yearbook sales representatives and customer service representatives – are 100% dedicated to meeting your needs and providing the best service. The only American, family-owned yearbook company, run by the second and third generations of the Walsworth family, we treat our customers like family, and like partners in your yearbook program. Our goal is to provide you with the best experience in yearbooks.

In what ways do we accomplish this?

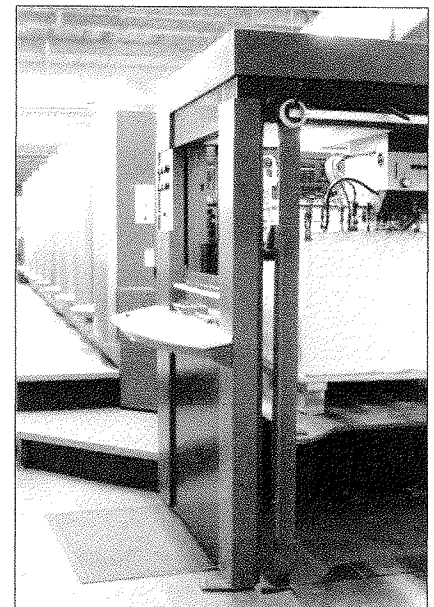
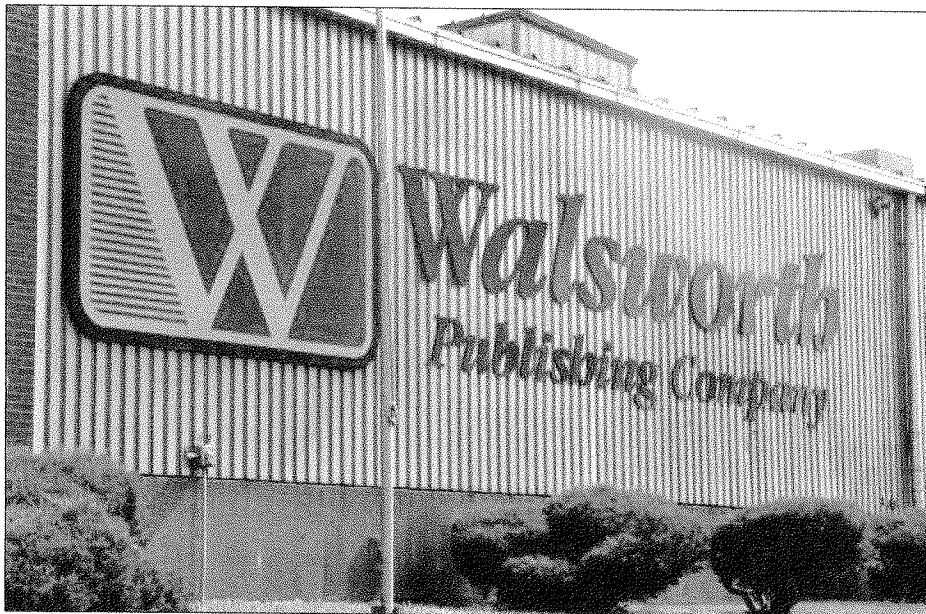
- We work with you to save you time, money and make your yearbook life easier.
- We provide expertise in all areas of yearbook.
- We give you quick and accurate responses to questions or issues.
- We give you the best training in the industry, right in your classroom and at workshops.
- We bring integrity and competitive pricing to the budget process.
- Our flexibility enables us to meet the individual needs of your yearbook program.
- And, we try to have fun. Yearbook work is less stressful when some fun is thrown in.

Who is Walsworth?

- We have more than 77 years of printing excellence – since 1937.
- Our company has never been bought, and never been sold.
- We consistently have a 97% customer satisfaction rating.
- More than 675 of our employees have Master Printer status, reflecting our printing expertise.
- All profits are reinvested with an aim to keep Walsworth as the leader in yearbook technology.

OUR MISSION:

Creating value for our customers, company and communities



Yearbook Bid #2K17-03B

Project Staffing and Organization
Alabama Agricultural and Mechanical University

PUBLISHING REPRESENTATIVES

Walsworth will provide your yearbooks with two (2) primary publishing representatives. As your yearbook sales representative, I will visit you and your staff throughout the year. Also, a customer service representative will serve as your in-plant representative and assist on a day-to-day basis as needed.

YEARBOOK SALES REPRESENTATIVE

Shannon Minninger

Having worked with yearbooks and student publications for over 20 years (as an adviser for three and publishing representative for over 20), my passion for scholastic journalism has been fueled by the creativity and enthusiasm of the staffs and advisers I've met along the way. My tenure at Walsworth has empowered me with knowledge of the latest technology and the printing industry, which I share with my staffs. Additionally, my prior years as an English/Journalism instructor provide me with insight to help advisers in every aspect of yearbook production. From photography to graphic design to marketing, I love helping schools create the books they envision in the most efficient way possible.

I handle accounts in the Huntsville and Chattanooga area.

CUSTOMER SERVICE REPRESENTATIVE

Michelle Brosemer

During my 16 years with Walsworth, I have gained extensive knowledge of all aspects of yearbook production. In addition to my role as Senior Customer Service Representative, I am a trainer, mentor, and a member of the Master Printers of America. I understand the importance of the needs of our customers, and it is my goal to provide you with the level of customer service that you deserve. Our customer service department proudly holds a 98% nation-wide customer satisfaction rating, and we strive every day to achieve even higher excellence.

REFERENCES

Northeast Alabama Community College

Adviser, Joan Tucker

P.O. Box 159

Rainsville, AL 35986-0159

(256)228-6001

Columbia High School

Adviser, Leslie Hughes

300 Explorer Blvd

Huntsville, AL 35806-2824

(256)428-7576

Challenger Middle School

Adviser, Jodi Connell

13555 Chaney Thompson Road

Huntsville, AL 35803-3940

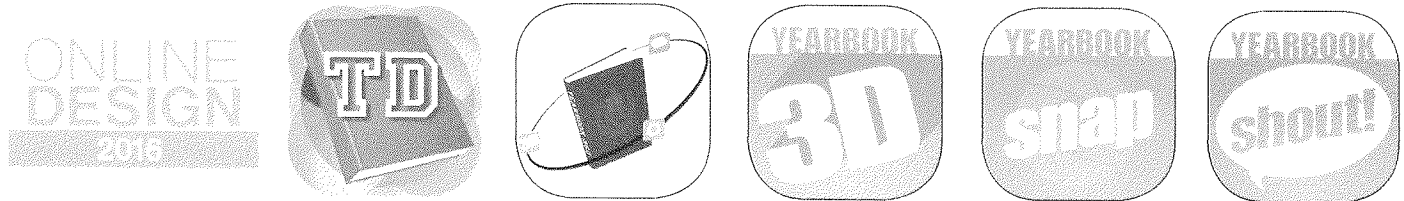
(256)428-7620

Yearbook Bid #2K17-03B

Technical Approach
Alabama Agricultural and Mechanical University

YEARBOOK PRODUCTS AND SERVICES

Technology is supposed to make your life simpler and easier. With Walsworth, it will. Coahulla Creek High School will be using Online Design 2017.



ONLINE DESIGN 2016 – Our online creation website, updated for 2016, and is all about ease and simplicity. Its intuitive design and hundreds of new enhancements make it easy to know where you are and what to do. No desktop software is required; all you need is an Internet connection.

With Online Design 2016, the unprecedented visibility and class management capabilities keep you and your staff organized and give you visibility to what your staffers are doing. You can also view and update on a tablet. The new photo system makes it easy for your staff to organize photos with topic and student tags. The automatically adjusting layout tool helps you create error-proof portrait pages. And our new continuous indexing is one of a kind and runs in the background at all times. This means your index is always up to date, without you having to do anything.

TOTAL DESIGN FOR ONLINE DESIGN 2016 – If you need a creative boost, use the Total Design packages of templates inspired by award-winning yearbooks. These packages include covers, endsheets, section dividers, spreads for academics, student life and sports, and other graphic elements. Just drag and drop to use. Once a template is applied to a page, you can make changes to create a design all your own.

SCHOOL STORE – The school store at yearbookforever.com is the school store where your yearbooks and ads are sold.

YEARBOOK 360 – Walsworth's portfolio of mobile apps enhances the printed yearbook and provides students and parents amazing new ways to share their memories. This portfolio includes Yearbook 3D, Yearbook Shout and Yearbook Snap. The descriptions of these apps are included below. This innovative technology from Walsworth keeps the yearbook tradition strong and makes yearbooks more interactive.

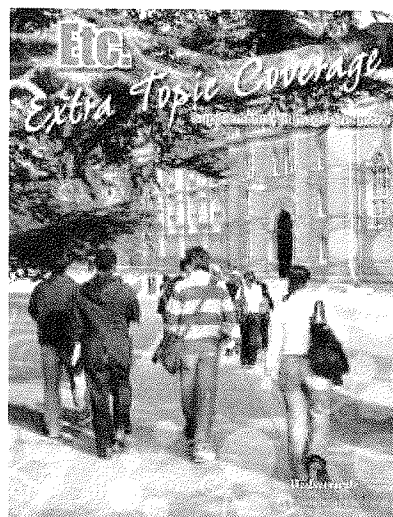
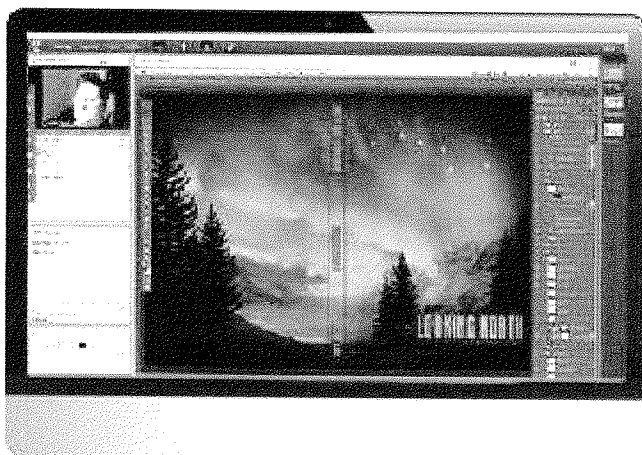
YEARBOOK 3D – Yearbook 3D, exclusively from Walsworth, is the only augmented reality mobile app that brings yearbooks to life with 3D animation, video and special effects. Give your students a unique and interactive experience in their printed yearbook. Just download the free Yearbook 3D app from the App Store or Google Play. Open the app on your phone or tablet and launch the viewfinder. Point the viewfinder over a designated Yearbook 3D image to bring the image to life.

YEARBOOK SNAP – The free mobile app for Community Upload, students and parents can easily submit photos from school events or other coverage situations to the yearbook. Think garage band, skate park, students at work – all of these photos will be easier to obtain to expand your coverage.

YEARBOOK SHOUT – Make signatures interactive to make distribution day even more exciting with Walsworth's exclusive video signatures, Yearbook Shout. Only our Yearbook Shout mobile app allows students to scan a code unique to each yearbook, and then record personal video messages for their friends. Yearbook Shout helps students remember their friends as they look and act today by leaving and receiving video messages that can be downloaded and kept forever.

Yearbook Bid #2K17-03B

Technical Approach cont.
Alabama Agricultural and Mechanical University



COMMUNITY UPLOAD – Students, parents and faculty can upload their photos of school events for review by the yearbook staff for possible inclusion in the yearbook. Coverage has the potential to be expanded with a larger choice of images.

MOBILE PAYMENT SYSTEM – Sell yearbooks anywhere using a mobile device, allowing you to quickly and easily accept credit and debit cards, checks or PayPal payments anywhere. We have researched the many mobile payment solutions available, and we recommend PayPal Here™. Easily and safely sell yearbooks on the go – at football games, concerts or other events that parents attend.

VIRTUAL COVER SESSIONS – With Walsworth Yearbooks, you can conduct a cover artist session in your classroom via webcast for a face-to-face meeting to discuss your cover. The artist uses a drawing tablet to create and immediately send you a JPG file with the cover. The technology provides an instant proof to review. No waiting for paper files. Decisions about the cover can be made immediately. Folio and other artwork also can be done.

ETC. SUPPLEMENT PROGRAM – Walsworth Yearbooks can help you with other printing needs. With Etc. (Extra Topic Coverage), you can get quality supplements at a competitive price with quick turnaround time – as little as two weeks for Online Design and PDF submission customers. Besides creating supplements for additional coverage in the yearbook, they can be used as booklets and commemorative publications, including:

- Literary magazine
- School directory
- PTA newsletter
- School anniversary booklet
- Graduation
- Dedication of a new gym, football stadium or theater program
- Marching band recognition booklet
- Sports teams winning district, regional or state booklet
- Scholar Bowl or robotics teams coverage

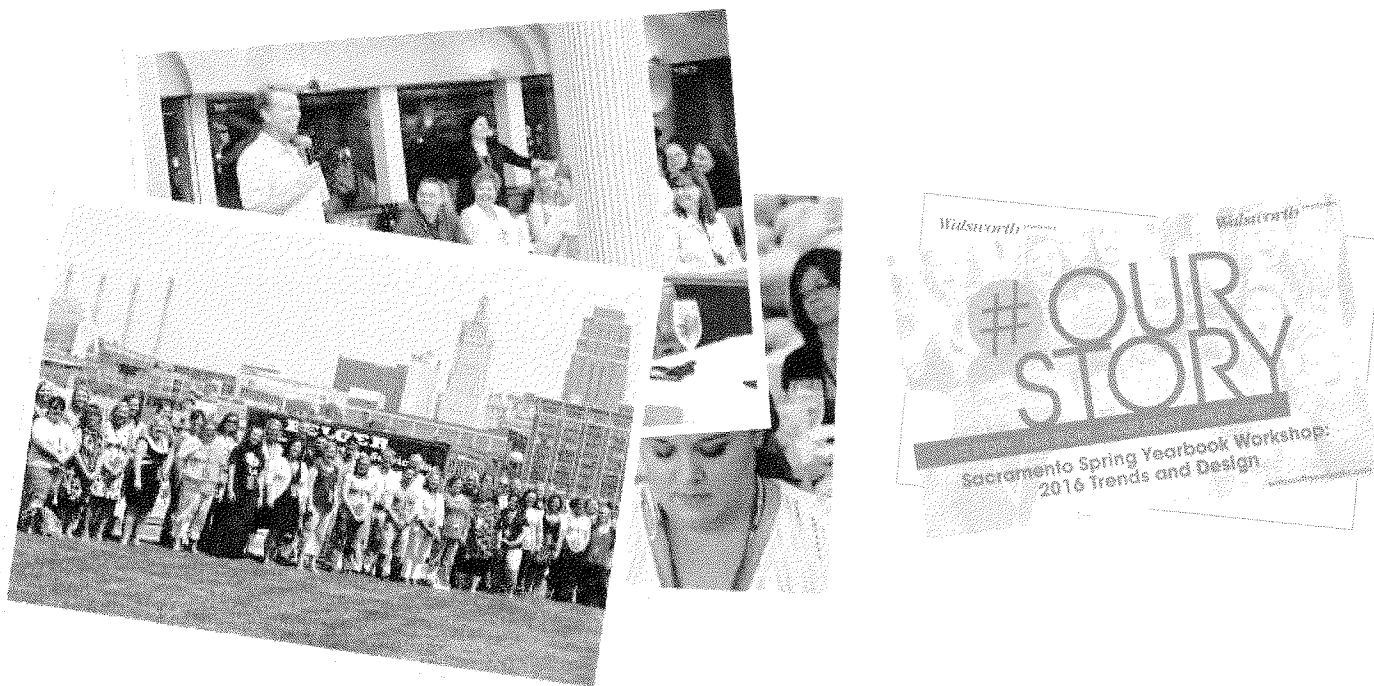
If other groups in your school, from the administration to the PTA and coaches, need publications, have them ask you to contact Walsworth.

Yearbook Bid #2K17-03B Technical Approach cont.

Alabama Agricultural and Mechanical University

TRAINING

Our workshops, WleCare, Technology Learning Center online classes, manuals and catalogs are valuable tools that give your staff the information they need to know.



SUMMER WORKSHOP – At any of the national Walsworth Summer Workshops, your students will start planning their 2017 yearbook. The staff will return to school ready to work after learning about theme, ladder, templates, software and other page creation tools, marketing and sales and all related yearbook topics. The staff will meet with a cover artist for no less than one hour to begin planning and sketching the yearbook covers. When the artist returns to production, he or she will finalize details and submit a sketch. The overall workshop experience will expose your students to a broad range of new ideas and challenge them to produce the best yearbooks possible.

ADVISER ACADEMY – As an adviser, you can attend Walsworth's Adviser Academy in Kansas City to get more training. The academy is geared to both beginning and experienced advisers, with sessions ranging from program basics to yearbook trends. It is a great way to network and learn without having to worry about students. The Academy is held annually in July.

CLASSROOM – Once the school year begins, it's crucial to make sure everyone is up to speed. Walsworth will train your staffs on Online Design, and I will make sure that your yearbook staff is prepared when it comes time to submit pages. We will schedule in-class training as frequently as you would like throughout the year.

SERVICING – Walsworth's fully trained publishing and service consultants work with customers at a ratio that is the lowest in the industry. Walsworth's customer service representatives consistently receive on average an impressive 97% approval rating from our customers.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Walsworth Publishing Co., Inc.
306 N. Kansas Avenue
Marceline, MO 64658

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Alabama A&M University
4900 Meridian Street, Patton Hall, Room 305
Normal, AL 35762

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Yearbook Request for Proposal (RFP) - 2K17-03B

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of May, 2017



(Witness)

Walsworth Publishing Co., Inc.

(Principal)

(Seal)

By:  E. P. Kennedy, Esq. V.P., HUMAN RESOURCES
(Title)


Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: 
(Title) Debra J. Scarborough Attorney-in-Fact

Surety Phone No. 847-605-6000


(Witness) Laura M. Buhrmester

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra J. SCARBOROUGH, Christy M. BRAILE, Mary T. FLANIGAN, Laura M. BUHRMESTER, Charissa D. LECUYER, Larissa SMITH, Rebecca S. LEAL, C. STEPHENS GRIGGS, Tahitia M. FRY and Megan L. BURNS-HASTY, all of Kansas City, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

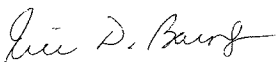
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

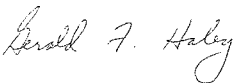
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of November, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**




By: 
Secretary
Eric D. Barnes


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 4th day of November, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Walsworth Publishing Company, Inc | |
| | 2 Business name/disregarded entity name, if different from above Walsworth | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> | |
| | 5 Address (number, street, and apt. or suite no.) 306 N Kansas Ave | |
| | 6 City, state, and ZIP code Marceline, MO 64658 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


| | | | | | | | | |
|--------------------------------|---|--|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | | - | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 4 | 3 | | - | 0 | 7 | 1 | 8 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/3/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Purchase Agreement

| | |
|-----------------|--------------------------------|
| school name | Alabama A and M University |
| address | Carver Complex North, Room 223 |
| address line 2 | 4900 Meridian Street N. |
| city, | Normal, AL 35762 |
| state, zip | |
| county | Madison |
| school phone | (256) 372-5664 |
| school fax | |
| primary contact | Ms. Diann Anderson |
| title | Activities Director |
| phone | |
| email | diann.anderson@aamu.edu |

| | |
|---------------|--|
| customer # | 002602 |
| sales rep | Shannon Minninger |
| job # | TBD |
| bill to | Diann Anderson P.O. Box 1388 Normal, AL 35762-1388 |
| ship to | Diann Anderson P.O. Box 1388 Normal, AL 35762-1388 |
| admin contact | Ms. Diann Anderson |
| title | Activities Director |
| phone | |
| email | diann.anderson@aamu.edu |

| | |
|------------------|--|
| Delivery year(s) | Spring |
| | Renewal |
| | <input type="checkbox"/> Term Agreement* |
| | 2018 to 2020 |

| | |
|--|------------------------------|
| requested ship date: | April 16, 2018 (week ending) |
| Dependent upon customer meeting copy and proof return deadlines. | |
| Delivery planned by following Thursday at 3 p.m. | |




*Note terms and conditions in comments below.

| | | | |
|-----------------------|---|--------------------|------------------|
| specifications | Deadlines must be submitted on a deadline agreement form. | | |
| program/size | Color Fusion 9 | | |
| copies | 1,500 | pages | 208 250 |
| board weight | 120 Pt. | paper | 100# Crown Matte |
| submission | Online Design | | |
| proofs | Proofs on Demand | | |
| uv coating # of pages | | other paper choice | |
| year in review/cebuzz | | placement | |
| autograph supplement | | placement | |
| cover | | | |
| endsheet | 90 # weight minium | | |
| additional | | | |

price 25,250.00

F.O.B. printer

This Purchase Agreement includes and is subject to the school yearbook plan selected by the Customer as well as the terms and conditions on this and the following pages(s).


 Customer authorized signature
 
 Walsworth authorized signature
 
 Customer authorized signature

Customer authorized signature date