

**STATEWIDE COMPETITIVE CONTRACT
AWARD**



**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING**

NUMBER : 408226
BUYER : LILLIE CHRISTOPHER
BUYER PHONE : (225)342-8024
T-NUMBER : 91063
DATE ISSUED : 08/19/09
VENDOR NUMBER : 721186621 00
VENDOR PHONE : (225)923-2550-0000
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1325410
FISCAL YEAR : 10
EFFECTIVE DATE : 09/01/09
EXPIRATION DATE : 08/31/10

MORAN PRINTING INC
5425 FLORIDA BLVD
BATON ROUGE, LA 70806

LEGAL, PRINTING CONTRACT

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL: Lillie Christopher APPROVED BY: Rosemary Jackson
STATE PURCHASING OFFICER/SUPERVISOR

DENISE LEA
DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
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- 1 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

- 2 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

- 3 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

- 4 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

- 5 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

- 6 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

- 7 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

- 8 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY

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ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.

- 9 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.
- 10 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 11 CONTRACT PERFORMANCE EVALUATION
IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [HTTP://WWW.DOA.LA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF](http://www.doa.la.gov/osp/onlineforms/submit/contrperformance.pdf) OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.
- 12 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.
- 13 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 14 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED OTHERWISE BELOW:				
	SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 966-49-011041 CONTRACT TERM: BEGINNING DATE: SEPTEMBER 01, 2009 ENDING DATE: AUGUST 31, 2010 PRINTING CONTRACT-LEGAL PRINTING PRINTING OF LEGAL BOOKS, SIZE 6" X 9" OR LESS, PAPERBACK AND CASEBOUND	10	LOT	N/A	
00002	COMMODITY CODE: 966-49-011041 PRINTING CONTRACT-LEGAL PRINTING BINDING OF NEWSPAPER COPIES OF THE ACTS OF THE LEGISLATURE. ***** NO PRICES ARE TO BE QUOTED ON THIS PAGE PRICES ARE TO BE QUOTED ON THE ATTACHED PRICE SCHEDULE PAGES AND WORKSHEETS. *****	2	LOT	N/A	

GENERAL CONDITIONS

1. **PUBLIC PRINTING LAW:** The contract resulting from this solicitation shall be subject to the provisions of R.S. 43:1.
2. **PREVIOUS USAGE:** The usage estimates provided in the specifications are based on the best information available to State Purchasing for usage of various printing items during the most recent available contract year. These previous usage figures in no way represent a commitment by the State as to the amount of printing to be done during the upcoming Contract period but are provided solely for the bidder's information.
3. **BASIS OF AWARD:** Contract(s) will be awarded to the successful bidder(s) for performance in strict compliance with the standards and specifications of the contract in all regards as to workmanship, stock, materials and delivery.
4. **SUBLETTING CONTRACT:** The Contractor shall be held responsible for the work of any sub-Contractor(s) and shall see that the work is done without unnecessary delay in a good workmanlike manner, and that all necessary priority over other work is given. The Contractor shall not be relieved of any obligation to the State of Louisiana by any subletting of a contract in whole or in part to another.
5. **QUALITY OF WORKMANSHIP AND STOCK:** Representatives of the State shall have access to the Contractor's plant at any time during working hours to inspect work in process. However, such inspection shall not relieve the Contractor from any responsibility under this agreement for material or workmanship found defective after delivery.

The Director of State Purchasing may require a status report at anytime of work in progress and orders on hand.

All articles furnished and work done must be of a first class quality. The use of poor type, poor presswork or the use of a different color of ink from that ordered, inferior binding, inferior quality or mismatched paper stock, a lesser grade of paper than that ordered, or any other discrepancies will be sufficient cause for the rejection of the work and for refusal of payment thereof.

The Contractor must at all times be able to furnish within a reasonable period of time those supplies named in the specifications, unless a substitute is approved by State Purchasing. If any different kind is substituted, the quality shall be equal and the prices shall not exceed that named for similar articles in the specifications.

Substitutions of stock made without the approval of the State Director of Purchasing will be grounds for non-payment for that particular job.

In all printing, the proof shall be read by original copy and corrected in the establishment of the Contractor. All typeset material is to be free from printer's errors. A "clean" proof is to be furnished to the department, board or institution ordering the printing. Proofs will be submitted upon request only.

6. **ORDERING PROCEDURES:** Agencies authorized to use this contract are delegated the authority, in accordance with R.S. 43:1.B (2) to submit orders directly to the contract vendor. In no case shall the Contractor accept an order from an Agency without an authorization in writing.

The Contractor shall only accept orders which can be produced within the provisions of this contract. If an order requested cannot be priced under the price schedule herein, or if the quantity requested exceeds the maximum allowed on this contract, the order must be returned to the ordering Agency.

The Contractor is to provide cost estimates to the requisitioning Agency upon request. The estimate is to be the Contractor's best estimate of cost but does not obligate him to this amount. Charges will be according to contract pricing.

The Contractor(s) shall also provide status on orders, whenever requested by phone, within 24 hours.

The Contractor must furnish the Office of State Purchasing one finished sample and a copy of the itemized billing upon completion of each job produced under this contract; if requested within 10 days.

7. **DELIVERY:** Delivery is to be FOB inside Agency which shall include all cost of transportation and inside delivery within any office or building as specified. Completed work shall be shipped or delivered promptly without any unnecessary or avoidable delay.

Whenever because of inefficiency, inaccuracy, or delay for which the Contractor is responsible, it is necessary for the ordering Agency to communicate with the Contractor, this will be done through the Agency and the cost of such

GENERAL CONDITIONS (CONTINUED)

communication between Agency and the Contractor by telephone, Fax, or over-night express shall be paid by the Contractor.

By accepting a contract for printing, binding, engraving, or lithographing, the Contractor agrees to complete the work and deliver the goods as specified promptly, satisfactorily, and without unnecessary delay. The Contractor will give said work the necessary priority over other work to assure timely delivery. The State Director of Purchasing reserves the right to determine what is an unnecessary delay and/or unsatisfactory goods. After fully hearing the reasons for delay in doing the work, the State Director of Purchasing may fix a definite date by which same must be completed and goods delivered. If work is not completed and goods satisfactorily delivered within the specified time, the State Director of Purchasing reserves the right to have the work done elsewhere charging the Contractor any excessive cost for work above contract pricing. Should it become necessary to purchase a contract item from another source, other legal actions and/or immediate cancellation of the contract could result.

8. **PRICING:** Prices will be calculated at the rate bid per lot.

When a smaller quantity is ordered than the lowest quantity for which the price is given in the contract, the price to be used for printing will be that of the smallest quantity stated in the contract, which is considered a minimum price.

If there is not a maximum stated in the contract and the Agency orders a quantity which exceeds maximum quantity for which a price is given in the contract, the entire order shall be billed at a price based on the maximum quantity listed in the contract.

In no case will a Contractor be allowed to charge for more than the exact amount of any article ordered without the consent of State Purchasing except that under ordinary conditions an overrun and an underrun may be approved.

Each job will be billed at the per thousand rate according to the quantity ordered but calculated based on amount shipped.

Substitutes used without the consent of the State Director of Purchasing will not be approved for payment.

9. **INVOICES:** Invoices will be submitted by the Contractor to the using Agency, and the invoice shall refer to the delivery ticket number, delivery date, purchase release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.
10. **PAYMENT:** State Agencies are directed to pay Contractor upon presentation of properly executed invoice after goods have been received, inspected, and accepted. The user Agency will be required to pay the amount of the invoice within thirty (30) days after its receipt. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities. In no case will the State Agency refuse to make partial payments to Contractor, provided proper invoices have been furnished and approved, although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order.
11. **DOWNWARD REVISION:** All prices submitted as bids in this contract shall be subject to downward revision, with the approval of the State Director of Purchasing to conform with any and all laws or codes that may be enacted by either Federal or State law-making bodies, and promulgated or proclaimed by the President of the United States or the Governor of the State of Louisiana.
12. **CANCELLATION OF CONTRACT FOR CONVENIENCE:** The Division of Administration reserves the right to cancel the contract with Contractor upon thirty (30) days written notice.
13. **RESERVATIONS:** The right shall be reserved by the State Director of Purchasing for all State Departments, Boards, and Commissions, and any other State Agency to which this contract applies to use state facilities for printing, rather than purchasing under contract.

In case of any emergency, when delivery is required by a date earlier than the Contractor is required to furnish under this contract, and when the Contractor cannot meet the delivery required, the Director of State Purchasing reserves the right to secure bids for printing from persons other than the Contractor, and to purchase from any other source he may deem fit without liability either on the part of the State of Louisiana or the Contractor.

GENERAL CONDITIONS (CONTINUED)

14. PURCHASING POLICY: Bidders are advised that the Division of Administration reserves the right to solicit separate bids on individual jobs which otherwise could be produced under this contract.

LEGAL PRINTING

GENERAL REQUIREMENTS

1. **This contract will include the following:**
 - A. Producing case bound legal books in size 6" X 9" or smaller.
 - B. Perfect binding copies of the "Acts of the Legislature"; also printing of index pages and covers.
2. **Copy**
 - A. The copy to be printed will be provided on a printed "hard copy" and in a digital file.
3. **Property of the State**
 - A. All of the corrected printing files, artwork and any dies needed to produce the final product will become property of the State. The Contractor will be responsible for archiving printing files, artwork and dies for each job produced separate from all other work. These files, artwork and dies shall be readily available upon request at any time during the contract period within 3 days of request.
 - B. Upon award of contract to a new contractor, the previous contractor is to provide all files, artwork and dies to the Office of State Purchasing, Printing Section.
4. **Overruns and Underruns**
 - A. Under ordinary conditions, the State Purchasing Office will approve up to 10% over or under the quantity ordered on orders up to 50,000. On orders over 50,000, overruns or underruns not to exceed 5,000.
5. **Packaging**
 - A. Contractor's standard packaging is acceptable. Packaging must withstand handling by freight lines without bursting or crushing. Contractor will be responsible for any damage to books in shipping, including reprinting. All pricing to include costs for shipping and any preparation needed for shipping. Shipping containers not to exceed 45 lbs. each.
 - B. Boxes need to be labeled with the title of the book inside.
 - C. Agency may request poly shrink wrapping of books; a flat charge per package will be allowed.
6. **Delivery Time**
 - A. Normal delivery time for legal case bound printing shall be 4 weeks after approval of proofs.
 - B. Normal delivery time for perfect bound books shall be 3 weeks after approval of proofs.
7. **Paper Requirements**
 - A. Paper must be equal to or better than the grade and classifications specified below. Paper price will be figured by weight, per pound for sheet size needed to produce job on the printing press and will represent price of paper in finished books. State Purchasing Office will not approve additional pounds of paper for excess or spoilage needed to produce the finished product. Papers bid include:
 - No. 1 Opaque Offset 40 lb.
 - No. 1 Cover, white and colors, 65 lb.
 - Commodity Offset, white, 50 lb.
 - Blanks Cover, 3 ply, 15 pt, coated 2 sides, Beveridge Blankote C2S or equal

GENERAL REQUIREMENTS (CONTINUED)

- B. If agency requests a classification of paper that is not on the bid list in this contract or a specific brand of paper that is not available in this contract, the Contractor will communicate this to the agency and assist in choosing a paper that is available under this contract. If the agency is satisfied with the paper offered in this contract, the Contractor needs to provide State Purchasing with a cost of the paper requested. State Purchasing will determine whether or not the agency's request is justified. State Purchasing will advise Contractor whether or not special paper is approved. Failure to have approval from State Purchasing may result in invoice not being approved for payment.

8. Artwork Requirements

- A. Artwork may be required in preparation of emblems, seals, graphs and design and will be charged on an hourly basis. If artwork is required, the Contractor is to provide agency with an estimate of the number of hours needed and the total cost. The Contractor must have a signed authorization from the agency in order to perform this work. Signed authorization must accompany the invoice.

9. Packaging – (other than standard)

- A. Poly shrink wrapping – If the Agency requests that an exact number of books be shrink wrapped to a package, a flat charge per package will be allowed. Poly shrinks to be minimum of 100 poly propylene clear shrink film.

10. Mailing Service

When requested by the Agency, Contractor will be responsible for preparing publications for mailing in accordance with all U.S. Postal regulations and delivering to the Post Office. Agency will furnish the mailing labels. The following prices are not to include the cost of postage. The vendor will pay for the postage and charge the Agency for that amount at time of billing for reimbursements. Proof of the postage charge to be attached to the billing worksheet.

- A. Inserting and Labeling – This per hundred charge is to include all costs of inserting a publication into an envelope and/or carton, affixing mailing label. It does not include the cost of the envelope or carton.
- B. Mailing Carton – This per-carton charge is to include a corrugated mailing carton large enough to accommodate one complete set of Acts of the Legislature (approx. 1 to 3 volumes).
- C. Envelopes – This per hundred charge is to include 12" x 15", 32 lb. kraft clasp envelope, typesetting & printing (1 color) of 4-line corner card. (Bound newspaper Acts for special legislative session may be packaged in this manner).
- D. Shrink wrapping and affixing labels – This per package charge is to include shrink wrapping an individual publication in polypropylene clear shrink film, minimum 100 gauge, and affixing mailing labels. (Bound Newspaper Acts for the regular legislative session are usually packaged in this manner).

11. Cost Statement

R.S. 43:31 requires all bulletins, leaflets, house organs, circulars, books, reports, or similar publications to have a cost statement printed adjacent to the identification of the Agency responsible for the publication. This statement shall be printed in the same size type as the body copy and be set in a one point rule.

If the State Agency does not furnish the Contractor with the cost statement information, the Contractor will be responsible for inquiring about the statement, providing the Agency with a copy of the cost statement format, and providing the cost of printing. The cost statement format may be obtained from the State Purchasing Office, Printing Section.

The following agencies are currently exempt from the Cost Statement requirement:

Legislative and Judicial Branches of State Government (does not include the Attorney General's Office)
Department of Economic Development for the purpose of attracting new industry
Department of Culture, Recreation, and Tourism related to new promotional material
Public Colleges, Universities, and Vocational Technical Schools

SPECIFICATIONS

A. LEGAL CASE-BOUND BOOKS

May include:

Acts of the Legislature

Opinions of the Attorney General

Other case-bound legal books

1. Size

6" x 9" or smaller

2. Stock

Commodity Offset, white, 50 lb.

No. 1 Opaque Offset, white, 40 lb.

No. 1 Opaque Cover, colors, 65 lb. (divider pages)

3. The Acts of the Legislature - (in accordance with R.S. 43:19)

- A. The Acts of the Legislature shall be published in book form, in the English language. The number of copies to be printed shall be determined by the Secretary of State, not to exceed 1500 copies. The copies shall be delivered to Secretary of State as soon as possible after the adjournment of the legislature.
- B. A charge per page will be allowed for editing and output as described below. The charge is to include output of page proofs suitable for producing a clear, sharp printed piece and blue line or digital proofs.
- C. The Contractor will be provided an InDesign file furnished from The Advocate Newspaper. The files are formatted as 3 columns per page on an 11.25" x 13.5" page size. Capturing key strokes and required formatting to fit the case bound Acts of the Legislature specifications of 10 pt type with 12 pt leading. All text must be formatted with underscores, strike thru, bold and italics by referencing the printed newspaper Acts. At the end of each Act, the published date (4 lines of copy) must be typeset. Published dates are found in the printed newspaper Acts. The Acts furnished by the newspaper are not in order. The Contractor will receive a file as each tab section is printed by the newspaper which will include the Acts printed in that tab section. The Contractor must organize the Acts in numerical order. The Contractor will set running heads and page numbers in book. Running head is the Act number printed on that page. Acts must start on a right hand page and end on the left hand page. Acts must be printed so that volumes do not break within an Act.
- D. The Contractor will also be required to completely typeset a few pages in the book:
 - Spine Copy
 - Title Pages
 - Table of Contents
 - Preface
 - Letter from the Secretary of State
 - Roster of the Senate and House of Representatives
 - Red Dividers

SPECIFICATIONS

The Act number, the bill number and the authors at the beginning of each Act. A page break is not allowed within the beginning of each Act.

Authors' names cannot be hyphenated. If the first name is an initial, the line cannot break between initial and last name.

NOTE: The Children's Budget at the end of Act 1 has to be hand set including tables. Printer to typeset from the printed newspaper Acts which prints a reduced, scanned copy of the actual bill.

Tables: (use table of contents for order that tables should appear)

Table 1: (Promulgation of Acts) Hand set

Table 2: (Bill of Acts) Set heading. File furnished from the Secretary of State's Office requires formatting. Set CA & VETO as noted by hand.

All other tables: Download key strokes from the Secretary of State's Web Site and format.

Index: Word file emailed from the House of Representatives. Capture key strokes and format.

Note: If there are special sessions, it requires a separate index. Contractor will be responsible for formatting this information as required by the Secretary of State's Office.

4. Typesetting

- A. Typesetting will be charged per page price. For each page typeset, the cost will be calculated by the amount of type as 1/4, 1/2, 3/4 or full page, multiplied by the per page price.
- B. All typesetting is to be proofread by the compositor and be free of errors. Queries to author are to be on the master set of proofs and carry a slug line, date, job number, title and proofreader's initials.

5. Page Preparation

- A. Page preparation is preparing each page to be ready for printing. The charge shall include preparing windows, borders, rules, and illustrations into proper position of each ink color and 2 sets of proofs. Additional proofs requested will be charged at a per page price.

6. Diskettes (applies to other than the Acts of the Legislature)

- A. Some copy provided to the Contractor on disk by the State Agency. A charge per page, per color will be allowed for output to a digital proof.
- B. The following charges are allowed:
 - Output of pages with no formatting involved.
 - Output of pages with formatting required.

7. Author's Alterations (all case-bound publications)

- A. Alterations are changes made in the proofing stage that are different from the original manuscript. Errors from the typesetter are not chargeable. When alterations are charged, the Contractor must provide a proof of the alterations for billing purposes.
 - 1. Alterations for typesetting: A per line charge will be allowed for each line of type that has charges. A minimum charge of 15 total lines per order will be allowed for each job. A new proof of the changes will be provided by the Contractor.
 - 2. Alteration of page preparations: This per page charge shall include electronic manipulation of corrections to the file. The charge will allow for repagination necessitated by alterations.

SPECIFICATIONS

8. Plate making and Printing

- A. Text: The charges listed in the price schedule shall include imposition, plate making, make ready and printing.

9. Binding

- A. The per volume charge for case binding shall include setting type for spine, folding, collating, Smyth Sewing, buckram for cover material, 80 pt binders board, crash and lines, head and foot bands, 80 lb. end sheets, 2 red and 1 black blocks stamping on spines (Acts of the Legislature) with approximately 22 lines of gold foil stamping on the spine and any other materials or cost necessary to produce a case bound.

10. Divider Pages

- A. Case bound books may include single page inserts (dividers) at various places throughout the book. These inserts will have approximately 5 lines of type printed on one side of the sheet. Paper for these inserts will be No. 1 Opaque Cover, Colors, 65 lb. typesetting, printing and insertion of these dividers will be included in a single charge per thousand divider pages.

B. BINDING OF THE NEWSPAPER ACTS OF THE LEGISLATURE

1. Size

Finished size approximately 11.75" X 13.5"

2. Stock

Cover: C1S Blanks Cover, White, 3 ply, 15 pt

Index Pages: 50 lb. Commodity Offset, White

3. Composition

- A. Cover - The Contractor will be required to typeset eight to ten lines of type on the cover. A price per page for typesetting in the price schedule can be used to charge typesetting the cover. Page preparation charge can be used to charge for including art such as the State Seal. The charge to include a digital proof.
- B. Index - The Contractor will be provided with a diskette containing the information to be contained in the index. Contractor will be responsible for formatting this information as required by the Secretary of State's Office. A price per page will be allowed for formatting and outputting the information to a digital proof.

4. Plate making and printing

- A. Cover - The per page per thousand charge shall include imposition, plate making, and printing the cover signature.
- B. Text - The per thousand charge shall include imposition, plate making, and printing.

5. Tab

- A. The Contractor is required to collate newspaper Acts by hand, a charge per tab is allowed for this service. The number of tabs will vary on different jobs.

SPECIFICATIONS

6. Binding

- A. The Advocate Newspaper will deliver the printed Newspaper Acts to the Contractor including 100 extra copies for set ups. The Contractor is responsible for storing until the index pages are approved by the Secretary of State's Office.
- B. Perfect binding – The Contractor will bind the Newspaper Acts, index pages, and cover together using the perfect binding process. Charges to include all materials and processes necessary to perfect bind the book.

Previous Usage

- 1. No specific number of orders, pages of text, or quantity of books to be printed on an annual basis in this proposal can be stated or guaranteed.
- 2. The agency may revise existing books by size, number of pages and quantity or initiate new ones. The following schedule depicts actual usage over a 12 month period.

Legal Books

2007 Hardbound Acts, 600 copies, 2,784 pages, 2 volumes

2008 Hardbound Acts, 600 copies, 4,192 pages, 3 volumes

2009 Notary Study Guide, 1,500 copies, 592 pages, 1 volume

The total value was approximately \$157,456.58

Newspaper Acts

2008 Newspaper Acts for Regular Session, 500 copies, 52 pages, 17 tabs

The total value was approximately \$11,486.08

PRICE SCHEDULE

PAPER

Pricing shall be submitted for all papers listed regardless of paper specified on worksheets.

Commodity Offset, white, 50-lb.	<u>.85</u> /lb.
No. 1 Cover, white, 65-lb.	<u>1.86</u> /lb.
No. 1 Cover, colors, 65-lb.	<u>2.11</u> /lb.
No. 1 Opaque Offset, white, 40-lb.	<u>1.75</u> /lb.
Blanks Cover, 3-ply, 15 pt, coated 2 sides	<u>2.11</u> /lb.
ARTWORK - Hourly rate for new artwork	<u>50.00</u> /hour
SHRINK WRAPPING	<u>.50</u> /package

MAILING SERVICE

a. Inserting & labeling	<u>25.00</u> /C
b. Mailing carton	<u>2.50</u> /each
c. Envelope (12" x 15", printed)	<u>40.00</u> /C
d. Shrink wrapping & affixing labels	<u>.75</u> /package

PRICE SCHEDULE

LEGAL CASE-BOUND BOOKS

Formatting	<u>8.00</u> /page
Page Preparation	<u>2.00</u> /page
Output from diskette (Acts of the Legislature)	<u>5.00</u> /page
Output from diskette, no formatting required (other than Acts of Leg.)	<u>7.00</u> /page
Output from diskette, formatting required (other than Acts of Leg.)	<u>7.00</u> /page
Alterations	
Typesetting	<u>.50</u> /line
Page Preparation	<u>2.00</u> /page
Proofs (for proofs requested beyond the 2 sets allowed in typesetting)	<u>2.00</u> /page

Plate making and Printing

Text (unit price per page, per thousand books), one color, 4, 8, 16, or 32-page signature

Quantity 250-499	<u>20.00</u> /M
Quantity 500 - 999	<u>8.00</u> /M
Quantity 1,000 - 4,999	<u>1.95</u> /M
Quantity 5,000 - 9,999	<u>1.70</u> /M

Case Binding

Quantity 250-499	<u>20.00</u> /each
Quantity 500-999	<u>12.50</u> /each
Quantity 1,000 – 4,999	<u>7.00</u> /each
Quantity 5,000 – 9,999	<u>6.00</u> /each

Divider pages

300.00 /M

PRICE SCHEDULE

BINDING OF NEWSPAPER ACTS

Typesetting, page prep (cover) 3.00 /page

Outputting from disk (formatting required) (index) 15.00 /page

Plate making and Printing

Cover (per 4-page signature, per thousand books), one color

Quantity 500 - 999 140.00 /M

Quantity 1,000 - 1,999 130.00 /M

Quantity 2,000 - 4,999 120.00 /M

Text (unit price per page, per thousand books), one color; 4, 8, 16, or 32-page signature

Quantity 500 - 999 28.00 /M

Quantity 1,000 - 1,999 25.00 /M

Quantity 2,000 - 4,999 24.00 /M

Per Tab Charge 800.00 /M Tab

Perfect Binding 1,800.00 /M Books