

RFP FORMS "RB" SERIES

REQUEST FOR PROPOSALS

PRODUCING AND DELIVERING THE
2005-2006 IOWA OFFICIAL REGISTER (REDBOOK)

RB-2 CONTRACT FORM

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Legislative Services Agency
State Capitol
Des Moines, Iowa 50319

Dennis Prouty,
Director
Richard Johnson,
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BIDDERS MUST COMPLETE THE PROPOSAL FORM (RB-3) IN AN ELECTRONIC FORMAT. PLEASE CONTACT THE AGENCY (515) 281-3566 TO RECEIVE A COPY OF THAT FORM IN MICROSOFT WORD. READ THE INSTRUCTIONS FORM (RB-1) AND CONSULT THIS CONTRACT FORM (RB-2). THE FORMS ARE PROVIDED BY THE AGENCY ON ITS WEBSITE. BY SUBMITTING A PROPOSAL FORM TO THE AGENCY, A BIDDER WHO IS SELECTED AS THE POTENTIAL CONTRACTOR BY THE AGENCY AGREES TO THE TERMS AND CONDITIONS AS PROVIDED IN THIS CONTRACT FORM, UNLESS THE CONTRACTOR EXPRESSLY PROVIDES OTHERWISE IN PART VI OF THE PROPOSAL FORM.



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I. PARTIES

The parties to this contract are the Legislative Services Agency, herein referred to as the "Agency," an organization created under the jurisdiction of the Iowa General Assembly pursuant to § 2A.1 of the Iowa Code, and identified with the Federal Employer Identification Number 42-6022199, and _____, referred to as "Contractor," a business located in _____, _____, and identified with the Federal Identification Number ____-_____.

II. DEFINITIONS

As used in this contract, unless the context otherwise requires:

- A. **"Book"** means the printed, finished, and bound volume of the 2005-2006 edition of the Iowa Official Register.
- B. **"Book page"** means the facing or reverse side of a sheet of paper which is part of a signature bound in a book, and which will include text or artwork as provided in this contract.
- C. **"Contract Price"** means the total amount of money owed to the Contractor for the production and delivery of all books accepted by the Agency as described in Part XI, Paragraph "A," and as calculated in Part XI, Paragraph "C."
- D. **"Delivery"** means a party's receipt of an item sent by the other party as provided in this contract.
- E. **"Iowa Official Register"** means the publication commonly referred to as the "Redbook," which is a single hardbound volume which provides a print and photographic record of the State of Iowa and its relationship to other states and to the United States, including but not limited to (1) front and back matter, including a table of contents and index; (2) the body of the publication, including (a) provisions of the constitutions and other foundational laws of the state and the United States, (b) a description of the state's system of government, such as its branches of government, its agencies and political subdivisions, and its principal educational institutions, (c) biographies and photographs of leaders of the state and the political leaders of the United States elected by Iowans, (d) descriptions and photographs of official or historic state buildings and monuments and official state symbols; (e) a profile of the state and its people, and (f) a description of the state's geography and climate.
- F. **"Production"** includes all necessary and customary work using production materials relating to the design, composition, creation, manufacture, or reproduction of production items or books such as sample covers, sample blue line pages, finished blue line pages, book pages, book casings, the decoration of book covers, the binding and the finishing of books, and the packaging and shipment of finished books for delivery, all as provided in this contract.
- G. **"Production Item"** means sample covers, sample blue line pages, or finished blue line pages, and which are produced by the Contractor and delivered to the Agency as provided in this contract.



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- H. **"Production Material"** includes but is not limited to paper, ink, cover and binding materials such as the cover material (fabric), end sheets, binder's boards or other boards, back lines, bands, dies, and stamps which are necessary to produce a production item or book as provided in this contract.
- I. **"Workmanship"** includes all aspects of labor and mechanical, chemical, or computer processes used to compose, create, or manufacture a production item or book using production materials. "Workmanship" includes but is not limited to the appearance, sturdiness, and durability of a book; the quality of a book's binding; the appearance and placement of impressions and foils on a book's cover; the composition of text and artwork in producing sample pages, blue line pages, and book pages; the replacement of replica photographs with genuine photographs; and the quality of the printing on the sample pages, blue line pages, and book pages, including text and artwork.

III. GENERAL PROVISIONS

- A. **Choice of Law and Forum.** This contract is governed by the laws of the State of Iowa. All disputes and controversies regarding this contract shall be heard in the District Court of Polk County, Iowa.
- B. **Compliance With Applicable Laws and Regulations.** During the duration of this contract and as a condition of the Contractor's duty to perform under the provisions of this contract, the Contractor shall comply with all applicable laws and regulations of the State of Iowa and the United States, including, but not limited to, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 (42 U.S.C. ch. 21), and the federal Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651--678).
- C. **Certification --- Collection and Remission of Iowa Sales Tax and Iowa Use Tax.** The Contractor certifies to the Department of Revenue, on any form required by the Department, that it agrees to collect and remit Iowa sales taxes and Iowa use taxes due under Iowa Code chapter 423 on the sales of tangible personal property and services as enumerated by statute, pursuant to §423.2 and §423.5 of the 2005 Code of Iowa, as amended by 2005 Iowa Acts, ch. 140 (S.F. 413), §43 and §47, although the Contractor shall not collect or remit an Iowa sales tax or Iowa use tax on sales of tangible personal property or services for its performance under this contract.
- D. **Agency's Interest in Production Items and Books.** Production items or books shall not be subject to copyright by the Contractor in the United States or in any other country. The Contractor shall not release text or artwork originating from print or electronic media transferred or delivered to the Contractor and containing any portion of the production items or books without the prior written approval of the Agency. The Contractor shall not produce a print or electronic publication from such text or artwork without the prior written approval of the Agency. The Contractor shall not advertise itself as the official publisher of the Iowa Official Register.
- E. **Party in Litigation.** The Agency shall not act as a party in any lawsuit to protect or enforce a right or interest of the Contractor, unless the Agency consents in writing to become a party.



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- F. Subcontracting.** The Contractor shall not provide for subcontracting, other than as provided in this paragraph.
- 1. Production Items.** The FedEx® Corp., United Parcel Service, Inc. (UPS®), or another person authorized by the Agency may provide for delivery of production items during the trial performance period as provided in Part VII and the standard performance period as provided in Part VIII.
 - 2. Books.** _____ or another person authorized by the Agency may provide for the delivery of books during the standard performance period as provided in Part IX.
- G. No Pecuniary Gain or Conflict of Interest.** The Contractor agrees that to its knowledge, neither the staff of the Agency nor a member of the General Assembly of the State of Iowa has or will receive any direct economic benefit because of the selection of the Contractor as a party to this contract. The Contractor agrees that it has no interest and will not acquire any direct or indirect interest which would conflict in any manner with the performance of this contract, and that a person having such an interest will not knowingly be associated in the performance of this contract.
- H. No Assignment or Transfer.** The Contractor shall not assign or transfer any interest in this contract to another person without the prior written consent of the Agency.
- I. Fixed Price Contract.** This is a fixed price contract. Except as otherwise expressly provided in this contract, or expressly agreed to in writing by the parties, the total price paid to a Contractor is fixed as provided in this contract. Except as provided in this contract, no special fees or expenses shall be charged directly or indirectly to the Agency, including labor, production materials, equipment, insurance, packing, freight, travel, parking, or any other costs incurred in producing and delivering the production items or books.
- J. Computing Time.** For purposes of computing delivery requirements as provided in this contract:
- 1. Calendar Day.** A calendar day begins at 8:00 a.m. and ends at 4:30 p.m. central time. In computing time, the first day is excluded and the last day is included unless the last day falls on a Sunday or a legal public holiday as defined in Iowa Code § 1C.1, in which case the time prescribed is extended to include the next succeeding calendar day. Any reference in this contract to "day" means a calendar day unless otherwise provided. In computing time, the first calendar day is excluded and the last business day is included.
 - 2. Business Day.** A business day begins at 8:00 a.m. and ends at 4:30 p.m. central time. A business day is a calendar day other than a Saturday or Sunday or a day recognized as a legal holiday by the State of Iowa (see Iowa Code § 1C.1). In computing time, the first business day is excluded and the last business day is included.
- K. Terms and Conditions of Delivery.** In determining whether a production item or book is delivered as required in this contract, all of the following shall apply:



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1. **Delivery on Business Days.** The Contractor must make a delivery of a production item or book on a business day. If the last day that a delivery can be made under the contract occurs on a Saturday or Sunday or a day recognized as a legal holiday by the State of Iowa, the last day shall be deemed to be the first subsequent business day.
 2. **Delivery to Agency.** A requirement that the Contractor deliver a production item or books to the Agency means that the Contractor is required to provide for the delivery of the production item to the State Capitol as provided in Parts VI through VIII, and is required to provide for the delivery of books to the State Capitol as provided in Part IX, Paragraph "D."
 3. **Receipt Is Not Approval or Acceptance.** The Agency's receipt of a production item delivered by the Contractor during the trial performance period as provided in Part VII or the Agency's receipt of a production item during the standard performance period as provided in Part VIII is not an approval or acceptance of the production item by the Agency. The Agency's receipt of a book delivered by the Contractor during the standard performance period as provided in Part IX is not acceptance of the book by the Agency.
- L. **Determination Period.** The Agency shall have 42 days beginning on the final date required for the delivery of the books or the actual date that the books are delivered, whichever is later, to (1) Accept one or more books as provided in Part IX, (2) Accept one or more books with qualification as provided in Part IX, or (3) Reject one or more books as provided in Part IX. However, the Agency may reserve 28 additional days, for a total determination period of 70 days, by notifying the Contractor in writing within the original 42-calendar-day period.
- M. **Renewal.** The Agency reserves the right to execute a renewal contract to produce the next edition of the Iowa Official Register with the Contractor according to provisions agreed to by the parties which shall be substantially similar to the provisions of this contract.

IV. STANDARDS

GENERAL DUTY AND STANDARDS

- A. **Contractor's Duty of Performance.** The Contractor shall acquire all production materials, furnish all workmanship, and oversee all aspects of delivery of production items and books to the Agency.
- B. **General Standards.** A detailed specification for a production material or workmanship as required in this contract, including as specified in Part V, shall be the standard for the production material or workmanship used to produce a production item or book. However, if a standard is not specified in this contract or there is a question regarding the Contractor's compliance with a standard specified in this contract, all of the following shall apply:



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1. **Production Materials.** If the Agency has approved a production material without qualification during the trial performance period as provided in Part VII or standard performance period as provided in Part VIII or IX, that same production material shall be used by the Contractor in the production of books during the standard performance period. The production material approved by the Agency without qualification shall supersede any possible conflicting standard for the production material as specified in this contract. In all other cases, the standard for a production material shall be the same or equivalent as used in the production of the 1999-2000 edition of the Iowa Official Register.
2. **Workmanship.** If the Agency has approved the workmanship of a production item without qualification during the trial performance period as provided in Part VII or standard performance period as provided in Part VIII or IX, that same standard of workmanship shall be used by the Contractor in the production of books during the standard performance period. The standard of workmanship used to produce a production item approved by the Agency without qualification shall supersede any possible conflicting specification for workmanship specified in this contract. In all other cases, the standard of workmanship for the production item or a book shall be the same or equivalent as used in the production of the 1999-2000 edition of the Iowa Official Register.

V. STANDARDS DETAILED SPECIFICATIONS

The production materials and workmanship used to produce the books must meet all of the following requirements:

A. Books. The books must meet all of the following requirements:

1. **Size.** The size of each book must be 9 1/4" x 6 1/4".
2. **Book Page and Signature Count.** Each book shall include 459 book pages and from ___ to ___ signatures, as provided in Part V, Paragraph "E," Subparagraph 1.
3. **Books Ordered.** The ordinary order of books is 3,500 subject to an adjustment by the Contractor due to an overrun of up to 100 additional books during the standard performance period as provided in Part XI.

B. Paper. The book's paper must meet all of the following requirements:

1. **Book Pages.** The Contractor shall use paper stock referred to as "Somerset Matte" manufactured by Sappi Limited or an equivalent paper approved by the Agency to produce book pages. However, the paper stock used to produce book pages must meet all of the following requirements:
 - a. **Size.** The size must be 9" x 6" finished.



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- b. **Color.** The color must be warm white.
 - c. **Grade.** The grade must be 3 book grade.
 - d. **Finish.** The finish must be a coated matte finish.
 - e. **Brightness.** The brightness must be within a range of 84-87.
 - f. **Opacity.** The opacity must be 92.
 - g. **Basis Weight.** The basis weight must be 60# book.
 - h. **PPI.** The pages per inch must be 620.
 - i. **Recycled Material.** The Agency's first preference is that 100 percent of the paper stock must contain at least 10 percent (10%) postconsumer recycled materials. The recycled paper must meet the requirements for procuring recycled printing paper as provided in the federal Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. § 6962, and set forth in 40 C.F.R., pt. 247, and in related executive orders or advisory notices issued by the United States Environmental Protection Agency.
 - j. **Duration.** The paper stock must be resistant to oxidation and must be of archival quality. The paper must be pH neutral (content of 7 or 7.5).
2. **Paper Stock for End Sheets.** The paper stock for the end sheets must be a heavy (80#) uncoated paper which matches the color of the book pages.
- C. **Soy-based Ink.** 100 percent of the ink used in printing the book paper must contain at least 10 percent soy oil.
- D. **Composed Pages and Book Pages --- Composition and Printing.** The Agency shall produce composed pages for use by the Contractor in producing book pages. The composed pages and book pages (pages) shall comply with all of the following:
1. **Size of the Image Area for Text and Artwork .** The size of the image area for text and artwork must be 5" x 8 3/16" inches including the folio, and with the nonuniform bottom margins.
 2. **Fonts.** Generally, for the body text, the font must be Times New Roman of various point sizes with standard point size for the text being 9 but ranging from 7 to 22. Other fonts may include Abadi MT Condensed and Lucida Sans.
 3. **Content.** The book must be divided into front matter, body, and back matter. The front matter includes (1) the title page, (2) a table of contents, and (3) a letter to the book's readers authored by the Agency's director. The body includes the substance of the book. The back matter includes an index. Some composed pages will include artwork.
 4. **Special Characteristics.** Each page will include a margin and in no case shall an element of the page (text or artwork) extend beyond the image area (e.g., no "bleeds"). Special characteristics include all of the following:



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- a. **Front Matter.** The title page must be a right-hand page. The title page must include the same information as the front cover in the same format as the front cover. In addition, below the edition year, shall be printed the book's publisher information which shall include (1) "Iowa General Assembly," 2) "Legislative Services Agency," (3) "Dennis Prouty, Director", and (4) the volume number "71." The table of contents must begin on reverse side of the title page. The letter authorized by the Agency's director must begin on a left-hand page.
- b. **Body.** The front page of each of the book's chapters must be printed on a right-hand page. Each front page shall identify the relevant chapter, which shall include the chapter number. Located above the chapter number shall be printed a bleed bar tab with reverse copy which identifies the chapter by name together with a reproduction of the Great Seal of the State of Iowa. The Agency's composed pages may include from time to time other pages with bleed bar tabs to segregate and identify other divisions of content.

E. Binding and Finishing. The Contractor shall bind and finish the books according to all of the following requirements:

1. **Book Block --- Signatures.** The book block (or text block) must be composed of tightly sewn signatures. The book may be composed of 32-page, 28-page, 24-page, 16-page, 12-page, or 8-page signatures. Any signature of less than 8 pages must be approved by the Agency and must be wrapped around a preceding signature. The first and last signatures must be reinforced at the spine with cambric which is concealed after the cover is attached to the end sheets. The first and last signatures must be tipped to adjoining signatures. The binding must be Smythe sewn.
2. **Book Block --- Casing.** The book block must be attached to the casing in a manner that ensures that it is sturdily bound. The casing's inlay must include a hard spine binding with a heavy Kraft back line on the spine area or an equivalent back line approved by the Agency. The binder's boards must be Davey Red Label Binder's Board with a .088 caliper thickness or an equivalent binder's board approved by the Agency. The book block must be thoroughly glued, smashed, and lined with one or more supers and gauze tape which is affixed to the spine and binder boards. The book block must have a head band and foot band (its color alternating red and yellow in a checkerboard pattern). The end sheets must be heavy weight and attached to the inside of the binder boards when the book block is cased-in and attached over the edges of the covering material. The covering material must be corner-mitered with the top and bottom overlapping the side and pared diagonally on a bevel so that the two edges of a corner come together at an angle of 45 degrees. The inside corners must be mitered in the same manner as the 2004 edition of the Iowa Acts and Joint Resolutions (Session Laws). The spine must be loose and rounded. The joints must be uniform and tight and the casing must include adequate gutters.
3. **Cover.** The cover must comply with all of the following requirements:
 - a. **Material.** The cover's material must be a red bookcloth with a silk finish which matches that of the 1999-2000 edition of the Iowa Official Register.



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b. **Decoration.** The cover decoration must include all of the following:

(1) **Impressions of Blind Stamping.** The front and back cover must include one impression of blind stamping as designated by the Agency, approximately 1/4" from the top and sides of each cover. The spine must include four impressions of blind stamping as designated by the Agency, one approximately 1/4" from the top, the next approximately 3" from the top, the next approximately 5 3/4" from the top, and the last 8 1/2" from the top of the spine.

(2) **Impressions of Gold Stamping.** The front cover and spine shall include centered impressions stamped in gold as designated by the Agency of all of the following:

(a) **Front Cover.** For the front cover, the decoration shall include (1) the title "Iowa Official Register" located on the top third of the cover with the top of the highest letter approximately 1 3/4" from the top of the cover, (2) the Great Seal of the State of Iowa located beneath the title with the middle of the seal approximately 5" from the top of the cover, and (3) a reference to the date of the edition "2005-2006" located between bars below the Great Seal of the State of Iowa with the top of the bars approximately 6 1/2" from the top of the cover.

(b) **Spine.** For the spine, the decoration shall include (1) the title "Iowa Official Register" with the top of the highest letters approximately 1 1/4" from the top of the spine, (2) the date of the edition "2005-2006" located between the same style of the bars which are on the front cover with the top of the bars located approximately 4 1/4" from the top of the spine, and (3) the designation "81st General Assembly" with the top of the numerals located approximately 7 1/2" from the top of the spine.

(3) **Fonts.** The font shall be Times New Roman. On the cover, the point size for words shall be 25 points and the point size for the edition year shall be 18 points. On the spine, the point size shall be 12 points.

4. **Type and Artwork.** The Contractor must set all type and artwork on the front cover and spine using dyes approved by the Agency.

VI. STANDARDS

DELIVERY AND FORMAT OF PRODUCTION ITEMS

A. **General.** The Contractor is required to pick up and deliver production items. The Contractor must deliver production items personally or by a courier approved by the Agency. The FedEx® Corporation or United Parcel Services (UPS®) is an approved courier.

B. **Composed Pages and Artwork.** The Agency shall furnish to the Contractor fully composed pages and artwork in an electronic format.



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1. **Publisher.** The composed pages are produced by the Agency using Microsoft Office Publisher® (Microsoft Office Professional Edition 2003 SP 1) using an IBM®-compatible personal computer.
 2. **Electronic Format.** The Agency may deliver files used in production of composed pages or artwork by electronic transfer directly to the Contractor by file transfer protocol (FTP), electronic mail, or to the Contractor's Internet website, or by delivery of files stored on electronic media (e.g., CD-ROM).
 3. **Paper Copies.** The Agency may also deliver paper copies of composed pages to the Contractor in a manner determined reasonable by the Agency.
- C. **Text and Artwork.** The composed pages will include text (black ink) and artwork such as photographs and drawings (using a range of halftones), which the Agency will provide to the Contractor. All pages include some text. Generally, ink coverage is light to moderate.
1. **Artwork -- Scanned Images.** The artwork, including photographs and drawings, will be in the form of scanned images. The composed pages shall include the following: (1) Black and white photographs and black and white drawings and (2) Color photographs and drawings. The drawings shall include repeated reproductions of the Great Seal of the State of Iowa, including for use in stamping the book cover.
 2. **Replacement of Replica Photographs with Genuine Photographs.** The composed pages shall include text and artwork in an electronic format, including replica photographs and drawings. The Agency shall separately deliver replacement genuine photographs and drawings to replace the replica photographs and drawings for use in producing book pages. The Contractor shall replace each replica photograph or drawing with its corresponding genuine photograph or drawing. The Contractor shall ensure that a genuine photograph or drawing shall be the same image and size as the corresponding replica photograph or drawing that is being replaced for publication in the book. The Contractor shall immediately contact the Agency regarding any issue relating to the replacement of a replica photograph or drawing with a genuine photograph or drawing, including the feasibility of performing the replacement, the level of workmanship required for the replacement, or any other issue relating to the quality or formatting of the genuine photograph or drawing for publication in the book.
 3. **Placement.** If text or artwork (e.g., a photograph or drawing) appears on the front or reverse side of a composed page, text or artwork may appear on the opposite side of the composed page. All text or artwork will fit within the margins of the composed page (there are no bleeds). Text and artwork shall be aligned and positioned consistently on the composed page. The text and artwork shall be justified and the margins shall be consistent and even. No composed page includes a full-page photograph or drawing (i.e., no bleeds).
 4. **Black and White Photographs and Drawings.** There are 62 black and white photographs and drawings of various sizes, including one printed on each of the 10 chapter title pages. There are 25 pages with at least one black and white photograph or drawing.



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5. **Color Photographs.** There are 219 color photographs or drawings of various sizes, with no color photograph or drawing covering more than half of a page. There are 90 pages with at least one color photograph or drawing. All color photographs or drawings must utilize a four-color process or a superior process approved by the Agency.

Color Photographs on Composed Pages

Color Photographs Per Sheet of Paper (Front & Reverse Pages)		Title Page and Chapters					
		Title Page	1	2	3	5	8
Both Sides	Number of Sheets (All Consecutive)	N/A	N/A	8, 17	4	3	1, 1, 3
	Page Numbers	N/A	N/A	9-24 31-64	5-12	3-8	3-4, 7-8, 17-22
One Side Only	Number of Sheets (None Consecutive)	1	7	4	N/A	1	4
	Page Numbers	1	3,5,7,9, 11,13,15	2,8,25,30	N/A	2	2,9,11,23

- D. **Blue Line Pages.** The Agency shall determine the format to be used for proof pages, which are referred to within this contract as "blue line pages." The term "blue line pages" includes signature prints of sheets for Agency review and approval with (1) four-color process on both pages of a single sheet, (2) four color process on one page of the sheet and black ink on the reverse page of the sheet, and (3) black ink on both pages of the sheet. "Blue line pages" includes "sample blue line pages" that are produced for and delivered to the Agency during the trial performance period as provided in Part VII, Paragraph "B," and finished blue line pages that are produced for and delivered to the Agency during the standard performance period as provided in Part VIII. "Blue line pages" must include all genuine photographs as provided in Paragraph "C" and crop marks or other indicators which show how the text and artwork is to be aligned on the page.

VII. SCHEDULE TRIAL PERFORMANCE (PRODUCTION AND DELIVERY OF PRODUCTION ITEMS)

Upon execution of this contract, the Contractor shall produce and deliver the following production items for Agency approval during a trial performance period:

- A. **Sample Cover.** As part of the trial performance the Contractor shall produce and deliver sample covers of the books as follows:
1. **Preliminary Paper-Proof Cover.** The Contractor shall delivery a preliminary paper-proof cover to the Agency.



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- a. **Description.** The preliminary paper-proof cover shall illustrate how the book covers will appear when the books are bound, including all lettering and numbering, and the location of the required impressions and foil stamping. The preliminary paper-proof cover must be trimmed to size or marked to illustrate the trim size. The lettering and numbering and the location of the impressions and foil stamping must be identical to that used in the production of the books.
 - b. **Delivery.** The Contractor must deliver the preliminary paper-proof cover to the Agency within five days after the date that the parties execute the contract.
 - c. **Approval.** The Agency shall (1) Approve the preliminary paper-proof cover, (2) Approve the preliminary paper-proof cover upon condition, or (3) Disapprove the preliminary paper-proof cover. If the Agency approves the preliminary paper-proof cover upon condition or disapproves the preliminary paper-proof cover, the Agency shall deliver to the Contractor a notice specifying the reasons for the conditional approval or disapproval, which may include a marked-up copy of the preliminary paper-proof cover showing corrections. If the Agency disapproves the preliminary paper-proof cover, the Contractor shall deliver a corrected preliminary paper-proof cover to the Agency within five calendar days after the Agency delivers the notice to the Contractor. The Agency may require that the Contractor produce and deliver to the Agency any number of subsequent corrected preliminary paper-proof covers for its approval.
2. **Finished Sample Cover.** The Contractor shall deliver a finished sample cover to the Agency. The finished sample cover shall be an exact replica of the books' covers.
 - a. **Description.** For purposes of detailing the types of material and workmanship required for the finished sample cover, it shall include the same fabric, blanking, stamping of impressions, and attachment of foils that are to be used in the production of the books. The finished sample cover shall be produced using the same dyes that will be used in the production of the books unless otherwise provided by the Agency. Its inside corners shall be mitered in the same manner as the books. The finished sample cover must be trimmed to size. The lettering and numbering and the location of the impressions and foil stampings must be identical to those used in the production of the book unless otherwise provided by the Agency.
 - b. **Production and Delivery.** The Contractor shall produce and deliver the finished sample cover within 10 days after the date that the Agency approves the paper-proof cover.
 - c. **Approval.** The Agency shall (1) Approve the finished sample cover, (2) Approve the finished sample cover upon condition, or (3) Disapprove the finished sample cover. If the Agency approves the finished sample cover upon condition or disapproves the finished sample cover, the Agency shall deliver to the Contractor a notice specifying the reasons for the conditional approval or disapproval, which may include a marked-up copy of the finished sample cover showing corrections. If the Agency disapproves the finished sample cover, the Contractor shall deliver a corrected finished sample cover to the Agency within five calendar days after the Agency



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delivers the notice to the Contractor. The Agency may require that the Contractor produce and deliver to the Agency any number of subsequent corrected finished sample covers for its approval.

- B. Sample Blue Line Pages.** As part of the trial performance and in preparation for the Contractor's production and delivery of finished blue line pages to the Agency during the standard performance period as provided in Part VIII, the Agency shall deliver test-composed pages to the Contractor and the Contractor shall use the test-composed pages to produce sample blue line pages in a printed format which shall be delivered to the Agency for its approval.
- 1. Standards and Specifications.** The test-composed pages delivered by the Agency to the Contractor shall be substantially equivalent to composed pages required for the production of finished blue lines pages. The Contractor shall use the test-composed pages to produce sample blue line pages.
 - 2. Delivery and Approval.** The Agency will deliver test-composed pages to the Contractor in an electronic format in the same manner as the Agency expects to deliver composed pages to the Contractor for the production of finished blue line pages.
 - a. Delivery.** The Contractor shall deliver sample blue line pages to the Agency not later than five days from the date that the Agency delivered the test-composed pages to the Contractor. The sample blue line pages shall conform to standards established by the Agency.
 - b. Approval.** The Agency shall (1) Approve the sample blue line pages, (2) Approve the sample blue line pages upon condition, or (3) Disapprove the sample blue line pages. If the Agency approves the sample blue line pages upon condition or disapproves the sample blue line pages, the Agency shall deliver to the Contractor a notice specifying the reasons for the conditional approval or disapproval, which may include a marked-up copy of the sample blue line pages showing corrections. If the Agency disapproves the sample blue line pages, the Contractor shall deliver corrected sample blue line pages to the Agency within five days from the date that the Agency delivers the corrections to the Contractor. The Agency may require that the Contractor produce and deliver to the Agency any number of subsequent corrected sample blue line pages for its approval.

VIII. SCHEDULE

STANDARD PERFORMANCE

(PRODUCTION AND DELIVERY OF PRODUCTION ITEMS ---

FINISHED BLUE LINE PAGES)

Following the Agency's approval of sample blue line pages during the trial performance period as provided in Part VII, Paragraph "B," the Contractor shall produce production items. Specifically, the Agency shall deliver composed pages and the Contractor shall produce and deliver finished blue line pages to the Agency for its approval as follows:



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- A. *Standards and Specifications.*** The Agency shall deliver composed pages in an electronic format to the Contractor for purposes of producing finished blue line pages. The Agency will deliver the composed pages by using the same system for the reliable transfer of test-composed pages established during the trial performance period.
- B. *Two Sets.*** The Contractor shall deliver two sets of finished blue line signatures to the Agency.
- C. *Incremental Delivery of Composed Pages and Finished Blue Line Signatures.*** The Agency may deliver all composed pages to the Contractor at one time or deliver the composed pages to the Contractor in installments, including by signature or by split signature. The Contractor shall produce the two sets of finished blue line pages for delivery to the Agency as the Agency requires. If the Agency delivers the composed pages to the Agency at one time, the Contractor shall deliver the two sets of finished blue line pages together.
- 1. *Assembly and Delivery.*** After the Contractor receives an installment of composed pages and produces an installment of the sets of finished blue line pages, the Contractor shall deliver those sets of that installment to the Agency. The Contractor shall arrange each installment of finished blue line pages in sequential order by signature, or by split signature as approved by the Agency.
 - 2. *Deadline.*** The Contractor shall deliver both sets of finished blue line pages or two sets of each installment of finished blue line pages to the Agency within five business days after the Agency delivers the composed pages or the corresponding installment of composed pages to the Contractor. However, the Agency may waive this requirement and authorize the Contractor to deliver both sets of more than one installment of finished blue line pages to the Agency on a later calendar day.
- D. *Approval.*** The Agency shall (1) Approve the finished blue line pages, (2) Approve the finished blue line pages upon condition, or (3) Disapprove the finished blue line pages.
- 1. *Approval.*** If the Agency approves the finished blue line pages upon condition or disapproves the finished blue line pages, the Agency shall deliver to the Contractor a notice identifying the deficiencies (problems or errors) in the finished blue lines, and return a set of the finished blue line pages to the Contractor with markings indicating where any deficiencies were found.
 - 2. *Disapproval.*** If the Agency disapproves the finished blue line pages, the Contractor shall deliver the corrected finished blue line pages to the Agency within five days after the Agency delivers the notice to the Contractor. The Agency may require that the Contractor produce and deliver to the Agency any number of subsequent corrected finished blue line pages for its approval.



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IX. SCHEDULE STANDARD PERFORMANCE (PRODUCTION AND DELIVERY OF BOOKS)

- A. *Production.*** Within 21 days after the Agency's final approval of finished blue line pages during the standard performance period as provided in Part VIII, Paragraph "D," the Contractor shall produce and deliver the finished books to the Agency in compliance with the requirements of this contract, including the general standards provided in Part IV and the detailed specifications provided in Part V.
- B. *Packaging Requirements.*** The Contractor shall provide for the safe packaging of the books in cartons that meet all construction requirements of the applicable freight classifications. The weight of each bulk-packaged carton shall not exceed 35 pounds. The books must be packaged in bulk. One side of each carton must reasonably indicate its contents and the quantity of books contained in the carton.
- C. *Shipping Requirements.*** The Contractor shall provide for the shipment of the books in bulk-packaged cartons (cartons), including by providing the loading, transportation, and unloading of the books.
- 1. *Subcontractor.*** The Contractor may use a subcontractor as specified in Part III, Paragraph "F," Subparagraph 2, to provide for the shipment of the books. The shipment shall be made in a manner that meets all requirements for the applicable freight classifications.
 - 2. *F.O.B.*** The Contractor shall ship the books F.O.B. Destination, Door, Freight Prepaid and Allowed.
- D. *Delivery Requirements.*** The Contractor shall provide for the delivery to the Agency as provided in this Paragraph "D".
- 1. *Deadline.*** The Contractor shall deliver the books within 21 days after the Agency delivers its final approval of the finished blue line pages for the books to the Contractor during the standard performance period as provided in Part VIII, Paragraph "D."
 - 2. *Destination.*** The Contractor shall ship books directly to the following destination:
State Capitol (West Entrance)
Des Moines, Iowa 50319
 - 3. *Unloading and Moving to Designated Room.*** The Contractor shall unload the books and transfer them to a room designated by the Agency which is located on the same floor (entrance level) where the books are unloaded. The Contractor shall transfer the books to the room by pushcart furnished by the Contractor. There are no accommodations to unload the cartons by forklift. If the Contractor makes the delivery to the State Capitol without providing for the transfer to the designated room, the books shall be deemed undelivered without notice to the Contractor by the Agency.
- E. *Damaged Books.*** A book which is damaged prior to receipt by the Agency shall be deemed undelivered.



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X. SCHEDULE COMMUNICATION

A. Principal Manager for the Agency. Mr. Richard Johnson is the Agency's principal manager responsible for providing information and direction to the Contractor, and for approving production items during the trial performance period as provided in Part VII, the standard performance period as provided in Part VIII, and the standard performance period as provided in Part IX, and for accepting books during the determination period as provided in Part III, Paragraph "L." Mr. Johnson is also is the contact person for any issue relating to the interpretation of a provision of this contract. Mr. Johnson is authorized to negotiate any issue involving a term or condition of this contract.

1. Contact Information. The contact information for Agency's principal manager is as follows:

Agency's Principal Manager

Personal Information	Mr. Richard Johnson
	Division Director, Legal Services Division
	Legislative Services Agency Iowa General Assembly
Business Location	Room G01 State Capitol
	Des Moines Iowa 50319
	Telephone: (515) 281-3566
Contact Information	Fax: (515) 281-8027
	E-mail: richard.johnson@legis.state.ia.us

2. Alternative. Mr. Johnson may designate an alternate person to act on his behalf or to communicate with the Contractor regarding any issue which arises under this contract. Nothing in the contract prevents another person authorized by the Agency to initiate communication with the Contractor.

B. Operational Managers for the Contractor. _____ is the principal operational manager and _____ is the alternative operational manager for the Contractor. The operational managers are responsible for the production and delivery of production items and books. Except as otherwise provided in Paragraph "C," the Agency shall communicate with _____, or in the alternative with _____, regarding any



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issue relating to the production and delivery of production items and books.

- Contact Information.** The contact information for Contractor's operational managers is as follows:

Contractor's Principal Operational Manager

Personal Information	Name	
	Title	
Business Location	Address (Street)	
	Address (City)	
	Address (State and Zip)	
Contact Information	Telephone	
	E-mail	
	Fax	
	Pager (if any)	

Contractor's Alternative Operational Manager

Personal Information	Name	
	Title	
Business Location	Address (Street)	
	Address (City)	



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	Address (State and Zip)	
Contact Information	Telephone	
	E-mail	
	Fax	
	Pager (if any)	

- 2. Availability.** One of the Contractor's operational managers shall be available on all days during which the books are being produced for or delivered to the Agency. During the standard performance period as provided in Parts VIII and IX, one of the operational managers shall be available on Saturday. If the Contractor replaces an operational manager, the Contractor shall immediately notify the Agency of the contact information for the new operational manager as specified in Subparagraph 1.
- 3. a. Message and Response.** If Mr. Johnson delivers a message to either of the Contractor's operational managers regarding the production or delivery of production items or books as provided in this contract, one of the Contractor's operational managers shall respond to Mr. Johnson as is provided in this Subparagraph 3. If _____ is not available, Mr. Johnson shall deliver the message to _____. Mr. Johnson shall deliver the message by using telephone (including voice mail), electronic mail, fax, or pager as specified in Subparagraph 1. If Mr. Johnson does not use electronic mail to deliver the message, he may also confirm the delivery of the message by using electronic mail. One of the Contractor's operational managers shall respond to Mr. Johnson as soon as possible but no later than as follows:
- (1) Blue Line Pages.** If Mr. Johnson delivers a message regarding the production or delivery of blue line pages, an operational manager shall respond no later than four hours after Mr. Johnson delivers the message. If, however, the four-hour period will expire after 4:30 p.m. central time on the business day on which the message is delivered, an operational manager shall respond no later than by 8:30 a.m. on the next business day.
 - (2) Not Blue Line Pages.** If Mr. Johnson delivers a message, other than a message regarding the production or delivery of blue line pages, an operational manager shall respond no later than by noon on the next business day.
- b. Limitation.** Nothing in this Subparagraph 3 requires an operational manager to provide an immediate answer or deliver production items or books to the Agency in response to the communication.



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C. **Contract Manager for the Contractor.** _____ is the contract manager for the Contractor and is the contact person for any issue relating to the interpretation of a provision of this contract. _____ is authorized to negotiate any issue involving a term or condition of this contract.

Contractor's Contract Manager

Personal Information	Name	
	Title	
Business Location	Address (Street)	
	Address (City)	
	Address (State and Zip)	
Contact Information	Telephone	
	E-mail	
	Fax	
	Pager (if any)	

XI. SCHEDULE PAYMENT

A. **General.** The Agency is liable to the Contractor as provided in this contract only for amounts paid in consideration under this contract, and subject to the following:

1. **Contract Price.** Unless this contract is terminated as provided in Part XIII, payment shall be made by the Agency to the Contractor in accordance with the contract price, which shall be based on the production and the delivery of production items and books to the Agency according to the terms and conditions of this contract, including the approval of production items during the trial performance period as provided in Part VII, the approval of production items during the standard performance period as provided in



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Part VIII, and the acceptance of books during the determination period as provided in Part III, Paragraph "L."

2. Invoice Required. The Contractor shall provide the Agency with an invoice for payment. The Agency's payment to the Contractor for the amount stated in the invoice shall be deemed conclusive evidence of completion by the Agency of any payment obligation for the items invoiced, and each party waives its right to later contest the invoice amount based on error. The Contractor shall identify the final invoice, specifying the amount of the last payment owed by the Agency. The Agency's payment of the specified amount is the final amount owed to the Contractor, regardless of any error by the parties.

B. Payment Schedule. Upon delivery of an invoice as provided in Paragraph "A," Subparagraph 2, the Agency shall pay the Contractor the contract price.

1. a. Conventional Payment Schedule. Except as otherwise provided in this Paragraph "B," the Agency will pay the Contractor according to a conventional payment schedule. The Agency may make one payment to the Contractor at the end of the determination period as provided in Part III, Paragraph "L," upon the Agency's receipt of the Contractor's final invoice. The Agency shall pay the Contractor 100 percent of the amount of the contract price.

b. Negotiated Payment Schedule. The Agency and the Contractor may agree to a negotiated payment schedule. Under this schedule the Agency shall make two payments of the total amount of the contract price to the Contractor as follows:

(1) Initial Payment. The Agency shall first pay the Contractor a negotiated percentage of the estimated amount of the contract price of the ordinary order without adjustment as provided in Paragraph "C." The Agency shall make the initial payment after execution of this contract by the parties and upon the Agency's receipt of the Contractor's invoice.

(2) Final Payment. The Agency shall pay the Contractor the balance of the contract price after the estimated amount is adjusted as provided in Paragraph "C." The Agency shall pay the balance of the contract price in the same manner as the Agency would have paid the total amount of the contract price under the conventional payment schedule pursuant to Subdivision "a."

2. Early Payment. The Agency, upon request by the Contractor or upon its own initiative, may pay the Contractor the contract price or a portion of the contract price earlier than required under Subparagraph 1. In order to pay an amount earlier than required under Subparagraph 1, the Contractor must verify that the Contractor has incurred all production costs associated with performance under this contract. The decision of the Agency to pay an amount earlier than required under Subparagraph 1 shall not be construed as an amendment of this contract, shall not obligate the Agency to pay the Contractor an amount other than as provided in this contract, shall not constitute a waiver of any requirement of the Contractor, and shall not relieve the Contractor of its duty of performance under this contract.



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C. Amount of the Contract Price. The Agency shall pay the Contractor an estimated amount of the contract price which equals \$_____ for all work performed under this contract, including the production and delivery of the books during the standard performance period as provided in Part IX. The estimated amount of the contract price is for an ordinary order of 3,500 books with each book containing 459 book pages and from ___ to ___ signatures, as provided in Part V, Paragraph "A," Subparagraphs 2 and 3. However, the estimated amount of the contract price shall be adjusted to account for all of the following:

1. **a. Incidental Work.** Subject to Subdivision "b," the Agency shall pay the Contractor for incidental work such as copy preparation and rework as required by the Agency.
 - b. Limitations.** The prices charged by the Contractor for incidental work shall not exceed those customarily charged by the Contractor to its customers for similar incidental work. The Contractor shall provide the Agency with proof of customary charges. The Contractor shall not charge the Agency for the first \$300 for incidental work performed by the Contractor as required by the Agency.
2. **Actual Number of Books (Overrun).** The Agency shall adjust the estimated amount to pay the Contractor for any number of up to 100 additional books of an overrun which the Contractor produces and delivers to the Agency during the standard performance period as provided in Part IX. The Agency shall adjust the estimated amount to pay for the actual number of signatures of each book of the overrun as provided in Subparagraph 1.

Adjustment to the Contract Price

Incidental Work	Additional Work		Overrun	Additional Books	
	Type	Amount		Number	Amount
	Correcting Electronic Files	\$_____		Each Book Up to 100 Books	\$_____
	Making Minor Copy Corrections	\$_____			
	Replating	\$_____			

XII. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE

GENERAL

A. All Legal Remedies Available. Remedies available as provided in this contract for breach of contract are in addition to every other remedy available to the parties at law or in equity. The Agency may utilize a procedure and remedy for noncompliance as provided in this contract in addition to another procedure and remedy also provided in this contract,



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including but not limited to a demand for specific performance as provided in Part XIV and the assessment of liquidated damages as provided in Part XV or both for the same breach of contract as provided for in those parts.

- B. *Notice and Response Requirements.*** The Agency shall notify the Contractor in writing of the Contractor's noncompliance with the terms and conditions of this contract that terminates the contract as provided in Part XIII, or that demands a remedy for breach by specific performance as provided in Part XIV, or the assessment of liquidated damages as provided in Part XV. Except as provided in Part XIII, the Agency shall deliver the notice of noncompliance within the determination period as provided in Part III, Paragraph "L." The notice demanding a remedy for a breach of contract as provided in Part XIV or XV shall document each breach of contract and the remedy demanded or imposed for the breach of contract. A notice of breach of contract which demands a remedy shall suspend any obligation by the Agency to carry out the provisions of this contract until the Agency accepts the remedy. The Contractor may dispute the Agency's determination of a breach by delivering a notice of dispute to the Agency within 30 days after the Agency delivers its notice to the Contractor. The dispute shall be resolved by the parties in good faith.
- C. *Indemnification.*** Except as provided in this contract, the Contractor shall jointly and severally indemnify and hold the Agency, the Iowa General Assembly, and the State of Iowa harmless from and against all liability, loss, damage, or expense, including reasonable attorney fees, by reason of a breach of contract by the Contractor.
- D. *Security (Performance Bond).*** The Contractor shall provide the Agency with security as follows:
- 1. *Type.*** The security shall consist of a performance bond issued by a surety as accepted by the Agency. The Agency may accept an alternative form of security, including a certified check, cashier's check, or money order.
 - 2. *Terms and Conditions.*** The performance bond shall state that if the Contractor as the named principal fails to faithfully comply with the provisions of this contract, the Agency as the named obligee shall be entitled to recover damages in the amount of \$_____ (75 percent of the of the estimated amount of the ordinary order, without adjustment as provided in Part XI, Paragraph "C"). The amount of the security shall not be reduced during its effective period.
 - 3. *Expiration.*** The Agency shall file and retain the evidence of the performance bond or alternative form of security. The performance bond shall remain effective or the Agency will retain the alternative form of security until at least the end of the determination period as provided in Part III, Paragraph "L," unless the Contractor disputes the Agency's determination as provided in Paragraph "B." In that case, the Contractor shall extend or replace the performance bond and the Agency shall file and retain the evidence of the extended or replaced performance bond or the alternative form of security until the dispute has been resolved.



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XIII. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE --- TERMINATION

- A. *Justifiable Termination.*** Any of the following shall be just cause for terminating this contract, without breach of contract:
- 1. *Insufficient Moneys.*** If moneys necessary to satisfy the contract price are at any time not forthcoming or insufficient through the failure of the State of Iowa to make sufficient moneys available as a result of legally binding action, then the Agency may terminate this contract by giving not less than 20 days written notice to the Contractor documenting the lack of funding. Upon termination, the Agency agrees to pay all costs incurred by the Contractor up and until the date of termination. If moneys necessary to satisfy the contract price become available within 40 days subsequent to the termination, the Agency agrees to reexecute a contract with the Contractor under the same provisions of this contract and any amendments as agreed to by the parties.
 - 2. *Force Majeure.*** If the performance of any provision of this contract is prevented by an event which is an act of God, civil tumult, war, epidemic, interruption of transportation or communication, or any other cause beyond the control of a party, as determined by the Agency, that party is relieved of the performance of that provision of this contract. However, if the Contractor is prevented from performance, the Contractor shall provide the Agency with written notice within 10 days describing the preventing event, the possible duration of the preventing event, the Contractor's efforts to remedy the situation caused by the preventing event, and the expected effect of the preventing event upon the schedules contained in this contract. It shall be the Contractor's responsibility to show that the cause of the preventing event was beyond the Contractor's control, that the preventing event reasonably caused nonperformance, and that the Contractor was not reasonably able to anticipate the preventing event in order to avoid the nonperformance.
- B. *Nonjustifiable Termination.*** Either party may terminate this contract if the other party breaches this contract by failing to substantially comply with a provision of this contract. The party terminating this contract shall deliver written notice to the other party within 30 days following the breach. The written notice shall document the breach of contract. If the Contractor breaches this contract by failing to satisfy such provision, the Contractor shall forfeit the performance bond and the Agency may withhold all or a portion of unexpended moneys of the contract price, retaining such moneys as liquidated damages. The Agency may also continue this contract, and retain such moneys as liquidated damages. The Agency shall deliver notice to the Contractor in writing of its decision to retain an amount in liquidated damages not later than 20 days following the receipt of the notice.
- C. *Unilateral Termination.*** The Agency may unilaterally terminate this contract for the committing of an egregious breach of this contract as specified in this Paragraph "C." The Agency shall deliver a written notice to the Contractor within 30 days following the Agency's discovery of the egregious breach, but within the determination period as provided in Part III, Paragraph "L." The written notice shall document each cause of the egregious breach.



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1. **Egregious Breach.** As used in this Paragraph "C," an egregious breach is limited to any of the following:
 - a. **Unauthorized Copyright.** The Contractor obtains or attempts to obtain a copyright in text or artwork produced in a book or originating from electronic media transferred or delivered to the Contractor by the Agency as provided in this contract.
 - b. **Unauthorized Release.** The Contractor releases text or artwork delivered by the Agency to the Contractor under this contract to any person including but not limited to a related entity of the Contractor, the text or artwork is produced in a book or originates from electronic media transferred or delivered to the Contractor by the Agency, and the release is not expressly approved in writing by the Agency.
 - c. **Unauthorized Publishing.** The Contractor uses text or artwork delivered by the Agency to the Contractor under this contract for purposes of publishing, without the express written approval of the Agency.
 - d. **Unwarranted Delay.** The Contractor fails to deliver a production item or book more than 20 days after a date required in this contract.
 - e. **Unsatisfactory Sample Blue Line Pages.** The Agency rejects all or a majority of sample blue line pages as required to be accepted by the Agency during the trial performance period as provided in Part VII, Paragraph "B."
 - f. **Corruption of Text or Artwork.** The Contractor delivers a finished blue line page that includes text or artwork that is corrupted or does not otherwise match the text or artwork delivered by the Agency to the Contractor for production of the finished blue line pages (i.e., as provided as part of a composed page or a genuine photograph). This Subdivision "f" does not apply to sample blue line pages as provided in Part VII, Paragraph "B," or if the corruption of the text or image is due to the Agency's use of technology or procedures to produce or transmit information to the Contractor for the production of the blue line pages.
 - g. **Rejected Books (Rejection Rate).** The Agency may reject any book if it determines that the book is unsatisfactory. The Agency may reject all books if it determines that of the total number of books required to be delivered as part of the ordinary order, 15 percent or more of that number (525 books) are unsatisfactory. The Agency shall notify the Contractor of the rejection as soon as practicable. However, the Agency shall have the determination period as provided in Part III, Paragraph "L," to notify the Contractor that the Agency has rejected any number of books.
 - h. **Failure to Comply With a Notice for Specific Performance.** The Contractor fails to comply with a demand for specific performance within the period for compliance as provided in Part XIV, Paragraph "B."
2. **Remedies.** The Contractor shall forfeit the performance bond as provided for in Part XII, Paragraph "D"; the Agency may withhold all or a portion of unexpended moneys of the contract price, retaining such moneys as liquidated damages; and the Agency shall



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be entitled to \$_____ (75 percent of the of the estimated amount for the ordinary order, without adjustment as in Part XI, Paragraph "C") in additional liquidated damages, based on potential lost sales to the Agency, damage to the Agency's reputation, and delays caused by selecting another vendor to complete the production and delivery of the books.

XIV. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE --- SPECIFIC PERFORMANCE

- A. Cause.** The Agency may demand specific performance for cause as follows:
- 1. Rejected Book.** The Agency may reject a book which does not meet the requirements of this contract. The Agency may demand an exchange for a new book at the expense of the Contractor.
 - 2. Delivery Requirement.** The Contractor fails to comply with a requirement for the delivery of a production item during the trial performance period as provided in Part VII or during the standard performance period as provided in Part VIII or the Contractor fails to comply with a requirement for the delivery of a book during the standard performance period as provided in Part IX.
 - 3. Underrun.** If the Contractor produces an underrun of books, the Agency may require the Contractor to deliver the number of books required by this contract to the Agency.
 - 4. Unauthorized Copyright.** If the Contractor obtains or attempts to obtain a copyright in text or artwork, the Contractor shall immediately withdraw any application for the copyright and renounce any such copyright that the Contractor has obtained.
 - 5. Unauthorized Release.** If the Contractor releases text or artwork to an unauthorized person, the Contractor shall take all actions necessary to recover the text or artwork from that person. The Contractor shall return the text or artwork to the Agency or destroy the text or artwork in a manner specified by the Agency.
 - 6. Unauthorized Publishing.** If the Contractor uses text or artwork for purposes of unauthorized publishing, the Contractor shall destroy any publication which uses such text or artwork upon demand by the Agency.
- B. Compliance Period.** Unless the Contractor disputes the Agency's demand for specific performance as provided in Part XII, Paragraph "B," the Contractor shall provide specific performance as demanded in the Agency's notice within 10 days following the delivery of the notice to the Contractor. However, if the Agency's demand is for the production and delivery of books to replace those books that the Agency rejected, the Contractor shall deliver the replacement books to the Agency within 20 days following the delivery of the Agency's notice to the Contractor.



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XV. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE --- LIQUIDATED DAMAGES

A. Late Delivery of Books. The Agency may assess liquidated damages which shall be imposed on the Contractor for the Contractor's unwarranted delay in the delivery of one or books that are required to be produced for the Agency during the standard performance period as provided in Part VIII and delivered to the Agency during the standard performance period as provided in Part IX, including for the late delivery of books as provided in Part IX, Paragraph "D."

1. Assumption. Any unwarranted delay in the Contractor's delivery of books will cause the Agency damages, including a loss in future sales of the books and an accompanying loss of goodwill and diminished reputation which will affect the sales of other Agency publications, including future sales of the Iowa Official Register. In addition, the late delivery of books will reduce the efficiency and effectiveness of persons who receive those books, including but not limited to (1) officials and employees of the federal government, this state, and political subdivisions of this state, and (2) citizens of this state who may purchase the books or refer to the books distributed to libraries.

2. a. Calculation. For each calendar day delay in the delivery of a book, the Agency shall assess liquidated damages which shall be imposed upon the Contractor based on the following formula:

Formula Used to Calculate Liquidated Damages for the Late Delivery of Books

$$\begin{aligned} & \text{One Book That Is Delivered One Calendar Day Late} \\ & \times \frac{\text{Rate of Assessment}}{\hspace{10em}} \\ & = \text{Base Amount of Liquidated Damages} \end{aligned}$$

$$\begin{aligned} & \text{Base Amount of Liquidated Damages} \\ & \times \frac{\text{Number of Books That Are Delivered One Calendar Day Late}}{\hspace{10em}} \\ & = \text{Amount of Liquidated Damages} \\ & \text{(For All Books That Are Delivered One Calendar Day Late)} \end{aligned}$$

$$\begin{aligned} & \text{Amount of Liquidated Damages} \\ & \times \frac{\text{Number of Calendar Days Late}}{\hspace{10em}} \\ & = \text{Total Amount of Liquidated Damages Due} \\ & \text{(For All Books That Are Delivered One or More Calendar Days Late)} \end{aligned}$$

b. Rate of Assessment. The rate of assessment per book is \$.10.



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- B. Late Delivery of Response or Production Item.** The Agency may assess liquidated damages for the Contractor's (1) late delivery to the Agency of a response to an Agency message and (2) late delivery of a production item. The unwarranted delay in the Contractor's delivery of a response or production item to the Agency will cause the Agency damages calculated as a fraction of a one-calendar-day delay in the delivery of those books to the Agency as provided in Paragraph "A," Subparagraph 2.
- 1. Application.** The Agency's assessment of liquidated damages applies regardless of whether the books are or are not actually delivered late because it is assumed that any delay in the Contractor's delivery of the response or production item will be rectified by the Agency taking extraordinary measures to restore the schedule for production during the trial performance period as provided in Part VII or during the standard performance period as provided in Parts VIII and Part IX, if possible.
 - 2. Calculation.** For each business delay in the delivery of the response or each calendar day in the delivery of the production item, the Agency shall assess liquidated damages based on the formula used to calculate liquidated damages for the Contractor's late delivery of books at the assessment rate as provided in Paragraph "A," Subparagraph 2, Subdivision "b" (\$.10 for each calendar day of the late delivery of a book).
 - 3. Rate of Assessment.** The amount of the liquidated damages shall be assessed according to the following schedule:

**Schedule Used to Assess Liquidated Damages
for the Late Delivery of a Response or Production Item**

Type of Item		Rate of Assessment Per Book	Equivalent Calendar-Day Delay in the Delivery of Books
Response	Not Involving Blue Line Pages	\$.10	1/4 Calendar Day
	Involving Blue Line Pages	\$.10	1/2 Calendar Day
Cover	Preliminary Paper-Proof Cover	\$.10	1/4 Calendar Day
	Finished Sample Cover	\$.10	1/2 Calendar Day
Blue Lines	Sample Blue Line Pages	\$.10	1/4 Calendar Day
	Finished Line Pages	\$.10	1/2 Calendar Day



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C. *Improper Shipment of Books.* The Contractor's failure to properly ship books as part of required delivery as provided in Part IX, Paragraph "D," would cause a three-calendar-day delay in the delivery of books (calculated by the estimating time expended by the Agency notifying the Contractor, and the Contractor to package and ship the books to the Agency). The amount of liquidated damages shall be based on the same formula used to calculate liquidated damages for the late delivery of books as provided in Paragraph "A," Subparagraph 2. The amount of the liquidated damages shall be assessed according to the following schedule:

**Schedule Used to Assess Liquidated Damages
for Improper Shipment of Books**

Type of Item	Rate of Assessment Per Book	Equivalent Number of Calendar Days Assessed as Late
Book	\$.10	3

D. *Unsatisfactory Materials or Workmanship.* The Agency may accept books with qualification if the Agency declines to unilaterally terminate the contract as provided in Part XIII, Paragraph "C," and concludes that the timeliness of delivery is more important than requiring specific performance alone as provided in Part XIV.

- 1. *Standard.*** Books are unsatisfactory if the Agency determines that the books do not conform to the specifications relating to materials or workmanship as required in this contract, including the general standards provided in Part IV and the detailed specifications provided in Part V.
- 2. *Assumption.*** The assessment of liquidated damages as provided in this part is based on the assumption that the Agency may accept one or more sets of books with qualification which are unsatisfactory, and that the Agency receives damages for losses that it would have incurred by demanding specific performance which would cause an unwarranted delay in the delivery of replacement books as provided in Part XIV.
- 3. *Calculation.*** The amount of liquidated damages assessed under this Paragraph "D" is calculated by using the same formula that would be used to determine the amount of liquidated damages that the Agency could assess for the late delivery of one or more books for delivery. The amount of the liquidated damages shall be assessed according to the following schedule:

**Schedule Used to Assess Liquidated Damages
for Unsatisfactory Materials or Workmanship**

Type of Item	Rate of Assessment Per Book	Equivalent Number of Calendar Days Assessed as Late
Book	\$.10	3



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XVI. WAIVERS AND AMENDMENTS

- A. **Writing Requirement.** A waiver or amendment of a provision of this contract shall not be valid unless in writing.
- B. **Authorized Persons.** On behalf of the Agency, no person other than Mr. Dennis Prouty, Director or Mr. Richard Johnson, Legal Services Division Director, is authorized to waive a requirement or amend a provision of this contract. On behalf of the Contractor, _____ is authorized to waive a requirement or amend a provision of this contract.
- C. **Failure to Act Is Not a Waiver.** The failure of a party at any time to enforce a provision of this contract is not a waiver of the provision, and does not affect the validity of any provision of this contract or the right of either party to subsequently enforce a provision of this contract. A decision by the Agency to ignore a breach of this contract is not a waiver of a subsequent breach of this contract.

XVII. EXECUTION AND EFFECT OF EXECUTION

- A. **Integration.** Except as provided in this paragraph, this contract contains the entire agreement between the Agency and the Contractor, and representations made before the signing of this contract shall not be binding, and neither party shall rely upon conflicting prior representations in entering into this contract. However, if the parties disagree regarding an issue which is not expressly addressed in this contract, or regarding the interpretation of a provision in this contract, which is expressly addressed in a provision contained in the Contractor's Proposal Form for the Iowa Official Register as selected by the Agency, the provision contained in the proposal form shall be deemed as part of this contract. Otherwise, this contract supersedes the provisions of any Request for Proposals or agreements made prior to the execution of this contract.
- B. **Effective and Termination Dates.** This contract takes effect upon being signed by authorized representatives of the Agency and the Contractor and continues until the provisions of this contract are satisfactorily performed, or until this contract is otherwise terminated under its provisions.
- C. **Signatures.** The duly recognized representatives of the Agency and the Contractor have on the date noted signed their names to and executed this contract:

 Dennis Prouty, Director
 Legislative Services Agency

 Date



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Name, Title
Business Name

Date

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