Montana Legislative Services Division

Office of the Code Commissioner

PO BOX 201706
Helena, MT 59620-1706
(406) 444-3064
FAX (406) 444-3036

August 20, 2010

REQUEST FOR QUOTATION

Printing & Binding Montana Code Annotated - 2011

(Statute Text, Histories, Compiler's Comments,
Cross-References, Index, and Legislative Review)

Return bids to:

Lee Heiman
Code Commissioner
Montana Legislative Services Division
State Capitol Rm 110
1301 E 6th Ave
PO Box 201706
Helena, MT 59620-1706
Telephone (406) 444-3064

Sealed bids will be received until 1:30 p.m., MST, Wednesday, September 22, 2010, at which time they will be publicly opened in Room 124, State Capitol.

Return your bid in an envelope that has been marked and highlighted on the lower left corner as follows:

Sealed Bid
Montana Code Annotated - 2011 - Statute Text
To be opened September 22, 2010

MONTANA CODE ANNOTATED - 2011

INTRODUCTION

This request for quotation (rfq) is for the printing and binding of the Montana Code Annotated (MCA). The project includes statute text, histories, compiler's comments, cross-references, and index and separate titles and volumes of the MCA, as well as ancillary publications related to the MCA.

Bids are requested on a per-book basis with a given estimate of number of pages for each book. The Code Commissioner will determine the successful bidder based on overall lowest competitive bid.

A sample book from the current MCA is attached to this rfq for informational purposes only.

SPECIFICATIONS

SETS:	2,500
NO. OF VOLUMES:	Approximately 12 volumes
TOTAL NO. OF PAGES:	Approximately 14,650
VOLUME CONTENT:	Code Commissioner will determine content and number of pages in each volume. These items vary depending on the legislation passed in any one session. In 2009, the smallest volume contained 627 text pages and the largest 1,698 text pages; volumes 1-10 contained 11,219 pages and the index, volumes 11 and 12, contained 3,216 pages. Contractor will print 2,500 copies of volumes 1-12 for packaging in sets as specified below. To enable customers to buy volumes on an individual basis, additional copies of these volumes will also be required (see below). Note: Overruns up to 1% will be accepted and paid for at 75% of unit price. All volumes will be bound with 10-point C1S cover (Carolina) or equivalent as specified below.
ADDITIONAL VOLUMES:	Contractor will also print additional copies of individual volumes. The number required of each individual volume is as follows:

Volume	Estimated pages	Quantity to be printed
1	640	225
2	1,130	150
3	1,120	100
4	1,100	275
5	1,440	75
6	1,010	125
7	880	375
8	1,210	250
9	1,410	225
10	1,460	125
11	1,530	15
12	1,720	15

ADDITIONAL TITLES: Contractor will also print, in pamphlet form, extra copies of certain titles within the volumes. All title booklets will be bound using 10-point C1S cover (Carolina) or equivalent. Spine printing on title booklets is dependent upon feasibility and cost. Small title booklets are saddle stitched rather than bound. The approximate page count and number of extra titles are as follows:

Title	Estimated pages	Quantity to be printed
15	520	425
31/32	270	100
33	680	225
35	350	125
39	290	200
40/41/42	400	200
44/45/46	450	400
49	40	75
53	280	75
60/61	430	225
72	300	175
75/76/77	620	150
80/81	360	100
85	550	325

LEGISLATIVE REVIEW: Contractor will print the specified number of copies of a Legislative Review volume. The Review is printed several weeks prior to the printing of the MCA.

The Review is to be bound in the same cover stock as the statute text. The paper stock must also be the same as the statute text stock. Electronic camera-ready copy will be provided to the contractor's ftp site or sent to contractor via CD-ROM by July 1. Delivery must be made within **15 calendar days** after approval of laser proofs. Overruns of up to 1% will be accepted and paid for at 75% of unit price.

Title	Estimated pages	Quantity to be printed
Legislative Review	250	2,400

ANCILLARY PUBLICATIONS:

Contractor will also print additional copies of individual volumes. The number required of each individual volume is as follows:

Volume	Estimated pages	Quantity to be printed
History & Final Status	600	200
2nd & 3rd Reading Votes	1,250	175
Law Enforcement Ref Guide	1,050	2,300
School Laws	1,120	1,750

These publications are to be printed using the same paper stock as the statute text stock. They are also to be bound in the same cover stock and color as the statute text, with the exception of the School Laws volume. The School Laws volume is to be bound in the same type of cover stock; however, the cover may differ in color.

COMPOSITION:

The Legislative Services Division will furnish electronic files of all pages in pdf format using Adobe Acrobat. Printed text on each page will cover an area of approximately 6" x 9". Electronic pdf files will be furnished on a volume-by-volume basis.

Contractor will be required to accept electronic pdf files via an ftp site or on a CD-ROM. Printing must be completed using printing plates produced on a direct-to-plate system from the electronic pdf file.

In addition, at contractor's request, a hard copy of text will be provided to be used as a reference copy to check against electronic pdf files.

Contractor will be required to have the following type styles to make any necessary corrections to electronic camera-ready copy: Century Schoolbook and Swiss (Helvetica).

PRINTING: Text pages are in black ink. Cover printing is to be determined. Cover printing must be very visible and permanent. There is no printing on inside covers.

Printing quality must be first-class. Inferior products will be rejected and a reprinting required.

TRIM SIZE: Approximately 7" x 10" - all volumes must be of uniform size. Spine printing must line up with other volumes when volumes are lined up on a shelf.

PRODUCTION SCHEDULE:

Volumes 1-12: Contractor will be sent electronic pdf files. Delivery is to be completed prior to August 31, 2011. In 2009, the pdf files for MCA volumes were sent to the printer by August 5. The pdf files will be sent to contractor on a volume-by-volume basis, ready to print. Legislative Services Division staff will notify contractor at least 1 week in advance of the first shipment date and also of any problems encountered in providing the files.

Extra Volumes: The extra volumes are simply additional printed copies of volumes 1-12, so the schedule for those volumes applies to the extra volumes.

Titles: Contractor will be sent electronic pdf files no later than 1-2 weeks after pdf files of volumes 1-12 are sent.

Legislative Review: Contractor will be sent electronic pdf file no later than July 1.

Ancillary Publications: Contractor will be sent electronic pdf files no later than 1-2 weeks after receipt of volumes 1-12 pdf files.

BINDING: Perfect bound on 10" side. The binding must be securely glued with flexible glue. Books must remain intact when a book is lifted by a single page. Contractor shall guarantee that pages will not fall out when book is subjected to hard use. The books are used by purchasers for a 2-year period and are often required to lie flat when open for long periods of time.

PAPER: Furnished by contractor and included in price quoted. Inside must be 30# white opaque paper, opacity 85, brightness 85, 814 pages per inch (or equivalent). Paper must be uniform color from volume to volume. All paper must be the same brand and from the same mill run. Paper must not stick because of trimming. A labeled paper sample of the paper that contractor proposes to use must accompany the bid.

COVER: 10-point C1S cover (Carolina) or equivalent. Cover 1, 4, and spine print two PMS colors with type reversing out to a 5% fill of one of the PMS colors. After printing, coat the entire surface of cover 1, 4, and spine with a laminated coating. Full bleeds and tight registration are required. Covers 2 and 3 are blank. Covers will be sent to contractor as electronic pdf file. Code Commissioner will provide input regarding background color choice and cover layout.

PROOFS: Print proofs in book form of each volume to Code Commissioner - Montana Legislative Services Division - State Capitol Rm 110 - 1301 E 6th Ave - PO Box 201706 - Helena MT 59620-1706.

RETURN OF MATERIALS: All material submitted to be reproduced or in aid of production is the property of the State of Montana. If a hard copy of text is requested by contractor, that material must be returned to the Code Commissioner within 30 days of completion of the entire MCA.

NEGATIVES: Any negatives become the property of the State of Montana. Any negatives are to be retained at the printer's plant.

PACKAGING: Volumes 1-12: Contractor will furnish cartons for 2,500 sets of volumes 1-12. The cartons must be of sufficient strength and the correct size for safe shipment. The cartons are to be imprinted on the upper left front corner with the return address for the Montana Legislative Services Division. On the lower left front corner of the cartons, there is to be imprinted: "2011 Montana Code Annotated Statute Text". The cost of the cartons is to be included in the bid price for informational purposes only (item #7 on bid form).

Extra Volumes: The extra volumes, with the exception of the History & Final Status and 2nd & 3rd Reading Votes volumes as noted above, are to be packed by volume number, not by set, in uniform cartons not exceeding 40 lbs. per carton. Cartons must be labeled on one side as to which volume is contained therein and the quantity of each volume.

Titles: The extra titles are to be packed in uniform cartons not exceeding 40 lbs. per carton. Cartons must be clearly labeled on one side as to which title is contained therein and the quantity of each title.

Legislative Review: The Legislative Review is to be packed in uniform cartons not exceeding 40 lbs. per carton. Cartons must be clearly labeled on one side as to what is contained therein and the quantity per carton.

Ancillary Publications: 175 copies of the History & Final Status volume and the 2nd & 3rd Reading Votes volume are to be packaged together in two-volume sets; the remaining 25 copies of the History & Final Status volume are to be packaged in bulk.

The Law Enforcement and School Laws volumes are to be packaged in bulk by volume in uniform cartons not exceeding 40 lbs. per carton. Cartons must be clearly labeled on one side as to what is contained therein and the quantity per carton.

SHIPPING:

Contractor will ship approximately 2,200 sets of volumes 1-10 to a UPS drop site or to the Montana state central mail bureau. Mailing labels and packing slips will be furnished by Legislative Services Division. UPS charges are not included in the bid price. Contractor must provide an itemized invoice for the actual cost of shipping. Legislative Services Division will provide or will arrange with a third party to provide shipping labels that contractor will be required to attach to the sets.

The remaining 300 sets of volumes 1-12 are to be shipped F.O.B. destination to the Legislative Services Division. All shipments are to be prepaid. The cost of packaging and shipping to the Division must be included in the bid price for informational purposes only (item #7 on bid form).

The extra volumes, additional titles, Legislative Review, and ancillary publications are to be shipped F.O.B. destination to the Legislative Services Division. All shipments are to be prepaid. A portion of the ancillary publications may be shipped to an alternate Helena, Montana, or Billings, Montana, destination as designated by the Division. The cost of packing and shipping to the Division is to be included in the bid price for informational purposes only (item #7 on bid form).

The Legislative Services Division may choose to arrange for shipping and distribution by contract with a third party. If this option is implemented, the bid price must be adjusted for the shipping costs included on the bid form (item #7). This option may also require tracking labels, furnished by the Legislative Services Division, to be attached to all packages by contractor.

For items not sent directly to a UPS drop site or to the Montana state central mail bureau, delivery to a storage room or area designated by the Legislative Services Division is required. Dock delivery is not sufficient. Inside delivery to a specified room in the Capitol MUST be specified on all freight orders. The Legislative Services Division does not have staff available to help move books. Contractor shall arrange with shipper to hire local help if necessary. The cost of shipping and unloading is to be included in the bid price for informational purposes only (item #7 on bid form).

Contractor is required to oversee that all places of delivery (FedEx drop site, Montana state central mail bureau, and Legislative Services Division) receive a 24-hour notice prior to delivery of all shipments. Division will provide contact information for UPS and state central mail bureau to contractor.

SHIPMENT DATES: **Shipment dates of full sets must be not later than 25 CALENDAR DAYS from receipt of the last camera-ready copy by contractor for the sets and for the index.**

Shipment of volumes not packaged as full MCA sets, individual titles, and ancillary publications must be not later than 15 calendar days from the date of shipment of full sets.

REPLACEMENT: **Faulty or damaged books must be replaced by contractor at contractor's expense.**

SAMPLES: Labeled samples of paper and cover stock proposed to be used by the bidder must accompany the bid. Two publication samples of printed material produced by the bidder on equipment of the bidder and by the employees of the bidder must accompany bid proposals. Each sample must also be labeled with bidder's name. Sample cover stock must be finally approved before work begins.

SUBCONTRACTORS: Each bidder shall submit a statement that all work is to be performed in bidder's own plant, or if any portion is to be produced elsewhere, the statement must contain the name of the subcontractor to whom the bidder intends to sublet that portion and must designate what portion of the work will be sublet. The Code Commissioner reserves the right to be the sole judge of the qualifications of the subcontractor, and such subcontractor may be used only upon the express written approval of the Code Commissioner.

AWARD: The contract will be awarded to the lowest responsible bidder. The Code Commissioner reserves the right to reject any bids if they do not meet, in the opinion of the Code Commissioner, the requirements of this request or if publication samples do not meet or exceed the quality standards necessary to produce the MCA.

Further, the Code Commissioner reserves the right to reject a bid from any bidder whose previous performance in printing, in the opinion of the Code Commissioner, either was questionable or did not meet conditions of previous contracts. The best interests of the State of Montana will be considered when selecting the successful bidder.

Note: The reciprocal resident bidder preference provided for in 18-1-102 and 18-7-107, MCA, applies to this bid.

The Code Commissioner also reserves the right to waive immaterial deviations from the bid specifications.

The Code Commissioner is the sole judge of quality and delivery conditions.

TIME OF THE ESSENCE: The Montana Code Annotated is the official compilation of the laws of Montana. The people of the State of Montana have the right to availability of the laws that govern them by the usual effective date of the laws--October 1 of each year that the MCA is printed.

LIQUIDATED DAMAGES: The damage to the citizens of the State of Montana from not having the printed code available by the general effective date for statutory enactments is very difficult to establish. The Legislative Services Division will deduct from the contract price 1% per calendar day for each day of failure to meet the 25-day deadline. There is no premium for early delivery. This clause may be

invoked only if the Division has provided contractor with copy substantially in accordance with an agreed-upon schedule.

PAYMENT: The Legislative Services Division shall pay contractor the price and amount set out in the contractor's bid within 30 days after delivery to and acceptance by the Code Commissioner of the sets of volumes 1-12 and extra volumes and titles herein described and receipt by the Code Commissioner of a properly executed claim for the amount due.

The Legislative Services Division shall likewise pay contractor within 30 days after delivery, acceptance, and claim for the index volumes.

STANDARD CONDITIONS

NO BIDDER COLLUSION: The bidder's signature on the bid guarantees that the prices quoted have been established without collusion with other eligible bidders and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

PREPARATION OF BIDS: Bids must be written in ink or typewritten and must be signed. Erasures and alterations must be initialed by the bidder in ink. Bid quotations must be firm.

WARRANTY: The bidder warrants that the printing and materials will conform to the specifications herein requested and be of good material and workmanship and free from defect. Brand name items or descriptions used in this request are specified solely for the purpose of indicating standards of quality. Any bid offering goods or sources that deviate from the specifications must be clearly indicated by the bidder; otherwise it will be considered that the bid is in strict compliance with all terms and conditions.

NONDISCRIMINATION: In accordance with federal and state laws, the bidder agrees that hiring will be on the basis of merit and qualifications and that the bidder will not discriminate against any client, employee, or applicant for employment or for services because of race, creed, political ideas, color, marital status, religion, national origin, sex, physical or mental disability, or age with regard to but not limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; or rendition of services.

It is further understood that any bidder who is in violation of this clause is barred forthwith from receiving awards of any purchase from the State of Montana unless a satisfactory showing is made that discriminatory practices have ceased and the recurrence of such acts is unlikely.

UNION LABEL: Section 18-7-104, MCA, as follows, concerning union label or prevailing wage rate statements, must be complied with.

"18-7-104. Union label. All printing for which the state of Montana is chargeable shall bear the label of the branch of the international typographical union, the allied printing trades council, or the amalgamated lithographers of America of the locality in which is it printed, except under the following conditions. Printing firms not having the use of the labels and who are desirous of presenting bids for printing as enumerated above shall be required to establish consideration as a responsible bidder as follows:

(1) As a condition to consideration as a responsible bidder, printing concerns must file with the secretary of state a sworn statement to the effect that employees in the employ of the concern which is to produce such printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality in which the work is produced.

(2) Whenever a collective bargaining agreement is in effect between an employer and employees who are represented by a responsible organization which is in no way influenced or controlled by the management, such agreement and its provisions shall be construed as conditions prevalent in said locality and shall be the minimum requirement for being adjudged a responsible bidder under this section, 18-7-107, or chapter 4 of this title.

(3) Printing firms having the use of the union labels as set forth above shall be deemed as having complied with the provisions of this section, 18-7-107, or chapter 4 of this title, but nothing in these provisions shall be construed as exempting such bidders from any provisions of this section, 18-7-107, or chapter 4 of this title, and such bidders shall also be required to conform to all provisions thereof."

PERFORMANCE BOND: The bidder awarded the contract shall within 15 days enter into a formal contract with the State of Montana Legislative Services Division, to be signed by the successful bidder and the Code

Commissioner. At the time of contracting, the bidder shall give a good and sufficient performance, labor, and materials bond in an amount equal to the full contract price to secure 100% performance of the contract.

AUTHORITY: Statutory authority for this bid may be found at 1-11-301 and Title 18, chapter 7, MCA.

PLEASE COMPLETE AND SUBMIT THE FOLLOWING SHEETS AS YOUR PROPOSAL

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RESPONSE TO REQUEST FOR QUOTATION FOR
PRINTING & BINDING OF THE MONTANA CODE ANNOTATED - 2011

Firm Name: _____

Address: _____

_____

_____

Telephone: _____

By (please print): _____

Signature: _____

Date: _____

Checklist

( ) Labeled sample of paper and cover stock

( ) Publication samples

( ) Subcontractor clarification

( ) Union clarification

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BID FORM

PRINTING & BINDING OF THE MONTANA CODE ANNOTATED - 2011

NOTE: Number of pages is an estimate. A contract will be entered into with the successful bidder based on the Grand Total of items 1 through 5.

Please include complete costs of printing (cost of paper, covers, binding, etc.) for items 1 through 5.

This is an all or none bid.

Item #1 MONTANA CODE ANNOTATED TEXT - FULL SETS:

2,500 copies of volumes 1-12, packaged in sets, with an estimated total of 14,650 pages:

Total for Item #1, Full Sets $_____

Item #2 ADDITIONAL VOLUMES:

Volume	Estimated Pgs	Quantity	Subtotal
1	640	225	$_____
2	1,130	150	$_____
3	1,120	100	$_____
4	1,100	275	$_____
5	1,440	75	$_____
6	1,010	125	$_____
7	880	375	$_____
8	1,210	250	$_____
9	1,410	225	$_____
10	1,460	125	$_____
11	1,530	15	$_____
12	1,720	15	$_____

Total for Item #2, Additional Volumes $_____

(Over)

Item #3 ADDITIONAL TITLES:

Title	Estimated Pgs	Quantity	Subtotal
15	520	425	$_____
31/32	270	100	$_____
33	680	225	$_____
35	350	125	$_____
39	290	200	$_____
40/41/42	400	200	$_____
44/45/46	450	400	$_____
49	40	75	$_____
53	280	75	$_____
60/61	430	225	$_____
72	300	175	$_____
75/76/77	620	150	$_____
80/81	360	100	$_____
85	550	325	$_____

Total for Item #3, Additional Titles $_____

Item #4 LEGISLATIVE REVIEW:

Publication	Estimated Pgs	Quantity	Subtotal
Legislative Review	250	2,400	$_____

Total for Item #4, Legislative Review $_____

Item #5 ANCILLARY PUBLICATIONS:

Publication	Estimated Pgs	Quantity	Subtotal
History & Final Status	600	200	$_____
2nd & 3rd Reading Votes	1,250	175	$_____
Law Enf Ref Guide	1,050	2,300	$_____
School Laws	1,120	1,750	$_____

Total for Item #5, Ancillary Publications $_____

GRAND TOTAL of Totals for Items #1, #2, #3, #4, and #5 $_____
(Basis for Bid Award)

ADDITIONAL Bid Information (not a consideration of award):

Item #6	Adjustment cost (per-page basis) for publications if actual page count exceeds or falls below estimated page count	$_____
Item #7	Packaging and shipping	$_____
Item #8	Unit cost (per-page basis) for corrections of camera-ready copy	$_____