



**Montana Legislative Services Division**  
**Office of the Code Commissioner**

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PO BOX 201706  
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August 15, 2005

**REQUEST FOR QUOTATION**

Printing & Binding of the Annotations to the Montana Code Annotated - 2006

Return bids to:

Gregory J. Petesch  
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 12 noon, MST, Sept. 30, 2005, at which time they will be publicly opened in Room 123, State Capitol.

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

Sealed Bid  
Annotations to the Montana Code Annotated - 2006  
To be opened Sept. 30, 2005

ANNOTATIONS TO THE MONTANA CODE ANNOTATED - 2006

INTRODUCTION

This request for quotation is for the printing and binding of the Annotations to the Montana Code Annotated. It is anticipated that each of the 53 statutory titles, the Montana Constitution, and The Enabling Act will be updated at least once prior to September 2006. These titles are printed sequentially in the 12 volumes. Camera-ready copy of individual volumes will be provided in sequential order for binding into books.

The 12 volumes are split into three different shipments. In 2004, volumes 1-4 were printed in February, volumes 5-8 in May, and volumes 9-12 in August. It is anticipated that the 2006 printing schedule will follow a similar timeline.

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 Annotations is included with this Request For Quotation for informational purposes only.

SPECIFICATIONS

- SETS: 750
- NO. OF VOLUMES: Approximately 12 volumes
- TOTAL NO. OF PAGES: Approximately 15,500 - 17,000 (estimated for 2006)
- VOLUME CONTENT: Code Commissioner will determine content and number of pages in each volume. In 2004, the smallest volume contained 1,088 pages and the largest 1,592 pages. The 2004 volumes totaled 15,340 pages.

Contractor will print 750 copies for packaging in sets as specified 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) 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:

<u>Volume</u>	<u>Estimated pages</u>	<u>Quantity to be printed</u>
1	1188	25
2	1496	25
3	1444	25
4	1396	25
5	1168	25
6	1340	25
7	1176	25
8	1432	50
9	1732	25
10	1456	25
11	1374	25
12	1090	25

COMPOSITION:

The Legislative Services Division will furnish PDF or postscript electronic files of all pages. Camera-ready copy is produced by Lexmark postscript printer driver. Printed text is approximately 6" x 9". Electronic files will be furnished on a volume-by-volume basis.

Contractor will be required to accept camera-ready copy in an industry standard electronic format. Printing must be completed using printing plates produced on a direct to plate system from the electronic camera-ready 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 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. 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:** Printer will be sent electronic camera-ready files in three separate batches. In 2004, camera-ready copy for volumes 1-4 was sent to the printer in January; camera-ready copy for volumes 5-8 was sent in April; and camera-ready copy for volumes 9-12 was sent in July. For 2006, electronic camera-ready will be sent to the printer on a volume-by-volume basis, ready to print. It is anticipated that the 2006 production schedule will be similar to that of 2004. Legislative Services staff will notify contractor at least one week in advance of first shipment date and also of any problems encountered in providing the files.

**BINDING:** Perfect bound on 10" side. 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 two-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 equal). Paper must be uniform color from volume to volume. All paper must be the same brand and from the same mill run. Labeled paper sample must accompany bid. Paper must not stick due to trimming.

**COVER:** 10 point C1S cover (Carolina or equivalent) 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 required. Covers 2 and 3 are blank. Covers will be supplied in InDesign CS from a Macintosh. 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 code.

NEGATIVES:

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

PACKAGING:

Full Sets: Each of the three shipments (vols. 1-4; vols. 5-8; and vols. 9-12) will be packaged separately. Contractor will furnish cartons. 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 return address for the Montana Legislative Services Division. On the lower left front corner of the cartons, there is to be imprinted the shipment date (month and year) and a list of the contents. This information will be provided by the Code Commissioner. The cost of the cartons is to be included in the bid price for informational purposes only (item #3 on bid form).

Contractor will package and ship approximately 650 sets of each of the three shipments to a UPS drop site or to Montana state central mail bureau. Mailing labels and packing slips will be furnished by the Code Commissioner. UPS charges are not included in the bid price. A notice that the index will be sent later must be included in the sets. The contractor must provide an itemized invoice for actual cost of shipping.

The remaining 150 sets of each shipment are to be shipped F.O.B. destination to the Legislative Services Division as below.

Additional Volumes: Additional 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. Additional volumes are to be shipped F.O.B. destination to the Legislative Services Division as below.

DELIVERY: For items not sent directly to a UPS drop site or to Montana state central mail, delivery to a storage room or area designated by Code Commissioner is required. Dock delivery is not sufficient. Inside delivery to a specified room in the Capitol building MUST be specified on all freight orders. The Code Commissioner 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 bid price for informational purposes only (item #3 on bid form).

SHIPMENT DATES: **Shipment dates of each shipment must be not later than 30 CALENDAR DAYS from receipt of the last camera-ready copy by contractor for the volumes contained in each of the respective shipments.**

REPLACEMENT: **Faulty or damaged books must be replaced by the 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 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 or all 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 Montana Code.

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, was either 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 shall be the sole judge of quality and delivery conditions.

**LIQUIDATED DAMAGES:** The Legislative Services Division will deduct from the contract price 1% per calendar day for each day of failure to meet the 30-day deadline. No premium for early delivery. This clause may be invoked only if the Division has provided the contractor with copy substantially in accordance with an agreed-upon schedule.

**PAYMENT:** The Legislative Services Division shall pay the 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 each shipment as herein described and receipt by the Code Commissioner of a properly executed claim for the amount due.

#### 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 shall be 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 it is 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."

**BID SECURITY**

**PERFORMANCE BOND:**

Each bidder shall furnish with each bid, security consisting of: lawful money of the United States or a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a national banking association located in the State of Montana or by any banking corporation incorporated under the laws of Montana, or a bid bond or bonds executed by a surety corporation authorized to do business in Montana in an amount of not less than 10% of the bid payable to the Montana Legislative Services Division (18-1-203, MCA).

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. A bidder whose bid is accepted and who refuses to enter into and execute the proposed contract shall forfeit the 10% bid security (18-1-204, MCA). The 10% bid security will be returned to those bidders whose bids are not accepted (18-1-205, MCA).

**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**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### CHECKLIST

Bid security \_\_\_\_\_  
(description and amount)

Labeled sample of paper and cover stock

Publication samples

Subcontractor clarification

Union clarification

REVISED BID FORM

ANNOTATIONS TO THE MONTANA CODE ANNOTATED - 2006

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 and 2.

Please include complete costs of printing (cost of paper, covers, binding, etc.) for items 1 and 2.

This is an all or none bid.

Item #1 ANNOTATIONS TO THE MONTANA CODE ANNOTATED - FULL SETS;

750 copies of volumes 1-12, packaged in sets, with volumes 1-12 consisting of an estimated total of 16,292 pages:

Total for item #1, Full Sets \$ \_\_\_\_\_

Item #2 ADDITIONAL VOLUMES:

<u>Volume</u>	<u>Estimated pages</u>	<u>Quantity</u>	<u>Subtotal</u>
1	1188	25	\$ _____
2	1496	25	\$ _____
3	1444	25	\$ _____
4	1396	25	\$ _____
5	1168	25	\$ _____
6	1340	25	\$ _____
7	1176	25	\$ _____
8	1432	50	\$ _____
9	1732	25	\$ _____
10	1456	25	\$ _____
11	1374	25	\$ _____
12	1090	25	\$ _____

Total for item #2, Additional Volumes \$ \_\_\_\_\_

GRAND TOTAL OF (1) and (2) \$ \_\_\_\_\_  
(Basis for Bid Award)

(Over)

ADDITIONAL Bid Information (not a consideration of award):

Item #3	Adjustment cost (per-page basis) for publications if actual page count exceeds or falls below estimated page count	\$ _____
Item #4	Packaging and Shipping	\$ _____
Item #5	Unit cost (per-page) basis) for corrections of camera-ready copy	\$ _____