



Term Contract

Vendor No. 100000795
 Contact Ellen Gillespie
 Your reference SP-07-0464

WEST PUBLISHING CORP
 DBA WEST GROUP
 610 OPPERMAN DR
 EAGAN MN 55123

Contract No. 4600013880
 Date 08/06/2007

Contact Loyce Holloway
 Telephone 501-371-6062
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:
 SUPREME COURT OF ARKANSAS
 JUSTICE BUILDING
 LITTLE ROCK, AR 72201

Ship To:
 KRISTIN CORDELL
 ARKANSAS SUPREME COURT
 625 MARSHALL STREET
 LITTLE ROCK AR 72201

Valid from: 09/25/2007
 Valid to: 09/26/2008

REFERENCE TRACKING NUMBER: SP-07-0464
 COMMODY: Supreme Court Reports

VENDOR INFORMATION

PHONE NUMBER: 651-687-5888

FAX NUMBER: 651-687-5686

FEDERAL ID NUMBER: 41-1426937

E-MAIL ADDRESS: ellen.gillespie@thomson.com

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
 All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Joseph A. Dilella

Purchasing Official/Fiscal Officer

9-25-07
 Date



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BRANDS OF PAPER BID:

Item #1 - Text: 50 lb. Offset Glatfelter Brightness 92

Recycled ___X___ Virgin ___

Item #1 - Cover: 65# Wausau Exact Cover Brightness 92

Recycled: ___X___ Virgin: ___

Item #2 - Text: 50 lb. OffsetGlatfelter Bighntess: 92

Recycled: ___X___ Virgin: ___

BRAND OF SOY INK USED (Both items) Agro Tex Forms
PER SIGNATURE RATE (Item #2)

+8 PAGES \$55.80 -8 PAGES \$55.80

+16 PAGES \$82.90 -16 PAGES \$82.90

AGENCY CONTACT PERSON: Kristin Cordell - 501-682-6851
STATE PROCUREMENT CONTACT PERSON: Loyce Holloway - 501-371-6062

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STATE OF ARKANSAS

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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Contains two rows of printing services and contact information.

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SPECIAL NOTICE TO VENDORS

Casebound books will require special packaging in individual corrugated boxes. The special packaging must be labeled or printed with specified information.

A paper price escalator clause has been included in the specifications of this bid.

The contractor will have two weeks, from the day the last materials are sent (exclusive of any later corrections) to print and deliver advance sheets.

The courts will meet from September to July with some breaks during this period. On average they will meet approximately 42 weeks per year.

Samples of items covered by this Request for Quote are available for inspection at The Supreme Court, Reporter of Decisions's Office, Justice Building, 625 Marshall Street, Little Rock, AR 72201.

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Arkansas Supreme Court



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ARKANSAS RECYCLED PAPER CONTENT AND CERTIFICATION

(2)(A) For the purpose of procurement of recycled paper products, 'competitive' means the bid price does not exceed the lowest qualified bid of a vendor offering paper products manufactured or produced from virgin material by ten percent (10%). (B) An additional one percent (1%) preference shall be allowed for products containing the largest amount of postconsumer materials recovered within the state of Arkansas."

As a condition of award, the Office of State Procurement may require that the apparent low bidder provide confirmation of the specifications of the recycled paper(s) bid by providing a certified letter from the manufacturer (mill) confirming the paper's basis weight, brightness, opacity and postconsumer content.

Bidders requesting the additional one percent (1%) preference for the largest allowable percentage of postconsumer materials recovered from within the State of Arkansas must provide authentication in the form of a certificate from the deinking facility which processed the postconsumer material. This information must be substantiated by the mill manufacturing the paper used to fulfill this contract.

In accordance with the authority granted to the State Procurement Director by A.C.A. of 1991, § 19-11-203(31), the following definition of recycled paper applies:

"Recycled paper," as it applies to coated stock, shall mean any paper that contains not less than 10 percent (10%) postconsumer material by fiber weight; as it applies to uncoated stock, it shall mean any paper that contains not less than 20 percent (20%) postconsumer material by fiber weight.

Vendors requesting the one percent (1%) postconsumer material preference must indicate the percentage of postconsumer material recovered from within the State of Arkansas contained in the paper offered.

Any sheet offered that is found to contain excessive lint or foreign (nonpaper) elements will be rejected.

Bidders offering recycled paper must, upon receipt of a written request from the Office of State Procurement, make available samples for inspection within five working days.

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SPECIAL SPECIFICATIONS**SCOPE:**

The purpose of this Request for Quotation is to establish a contract for the printing of the Arkansas Supreme Court and Court of Appeals reports, a case bound volume containing the Arkansas Reports and the Arkansas Appellate Reports, and for the printing and subscription service of the Arkansas Advance reports. The complete corrected advance sheets, which comprise the Advance Reports, serve as the "final copy" for the Supreme Court Reports and Court of Appeals. The contractor will be required to maintain a subscription list and mail copies of the Advance Reports weekly to subscribers. Based upon the court's schedule, it is anticipated that the contractor will print and mail copies of the Advance Reports to subscribers approximately forty (40) weeks during the year. Fifty (50) copies of each weekly printing of the Advance Reports are to be mailed to the Supreme Court Reporter of Decisions. The Unit price bid for the subscription service must include the cost of the production and delivery of the fifty (50) copies of the Advance Reports to the Supreme Court Reporter of Decisions Total price bid shall include but are not limited to legal editing, negatives, plates, printing, notching, three-hole punching, binding, packaging, subscription service, mailing, postage, and inside delivery as specified by the ordering agency.

AWARDING:

This Request for Quotation will be awarded by grand total price to the lowest responsible, responsive bidder. Consideration will be given only to those who bid both items.

A 10% preference will be given for recycled paper. In order to apply the 10% preference for recycled paper, bidders must bid recycled paper on each item with the exception of the cover for the case bound book.

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PERFORMANCE BOND:

In order to assure full performance of all obligations imposed on the bidder by the contract with the State, the bidder will be required to post a commercial performance bond or other form of surety acceptable to the State in the amount \$20,000.00 within 10 working days from date of receipt of written notification by certified mail of intent to award. In extenuating circumstances, an extension may be granted. The award shall be made upon acceptance of the surety by the Office of State Procurement. If a bidder fails to deliver the required surety, his bid shall be rejected, and award shall be made to the next lowest bidder. In the event of a breach of contract, either through quality problems, late delivery, substitutions, or other areas within the control of the vendor, the Office of State Procurement may assess reasonable charges against the vendor. Frequent complaints of late deliveries may result in cancellation of the contract. If the vendor fails to deliver the items ordered under his contract without reasonable excuse for such failure, or if the items delivered are not of the quality or standards required by the contract, the Procurement Official shall notify the vendor of the default. If, after notification of default the vendor is unable to remedy the State's damages, procedures for collection against the vendor's surety will be instituted for the amount of damages incurred. In order to achieve the greatest economy for the State, the Director of State Procurement, may, at his option choose the next low bid, readvertise for bids, negotiate a purchase or complete any other action consistent with the procurement laws.

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TERM:

The term of any contract awarded pursuant to this Request for Quotation will be for approximately one (1) year and will cover the printing of volumes 370/99, 371/100, 372/101, 373/102 and 374/103 with the contract to expire with the completion of the casebound volume. Although production of the Advance Reports of volume 375/104 may have already begun before completion of volume 374/103, neither volume 375/104 nor any subsequent volumes will be covered by this contract unless this contract is extended to cover the next five books, volumes 374/104 through 379/109.

If this contract is not extended, all materials produced under this contract for Volume 374/103 must be transferred to the Administrative Office of the Courts or to the new contractor, as the Reporter of Decisions may direct.

EXTENSION:

Any contract awarded from the offering of these specifications will be subject to extension. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. Three (3) extensions will be allowed under this contract. Each extension will be for the printing of five (5) volumes. All prices must remain firm during the extension period. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested.

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DELIVERY OF MATERIAL TO PRINTER:

All slip opinions, proofs, and other materials will be available free of charge, in the Reporter's Office for a local contractor or sent to an out-of town contractor by non-express U.S. Postal Service. If the contractor wants to use an express delivery service, the cost of that service and all supplies for that service shall be provided by and paid for by the contractor.

Opinions and headnotes are available in WordPerfect (the court currently uses WordPerfect 5.1, 8, and 11 for transmission to the contractor. Electronic copies of text matter are sent by e-mail attachment to contractor on Tuesday, Wednesday, and Thursday. Paper copies of opinions and headnotes are sent to the contractor on Friday. If the contractor prefers to receive the electronic version of the opinions and headnotes on floppy disk simultaneously with the paper copy, the printer shall supply the disks and any special packaging necessary for mailing the disks to the printer.

All headnotes and opinions created by the regular members of the court or court staff will be available electronically, and every effort will be made to scan or retype special justice opinions and rule changes, but contractors should be aware that it is possible that an opinion or rule change would not be available electronically and would have to be rekeyed or scanned by the contractor.

The contractor will be provided electronic opinions and headnotes in straight WordPerfect 5.1, 8, or 11 format. Printing codes must be added by the vendor.

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COPYRIGHT:

The contractor agrees not to copyright, or to claim a copyright of, any of the material printed in the ARKANSAS ADVANCE REPORTS, ARKANSAS REPORTS, OR ARKANSAS APPELLATE REPORTS.

PAPER PRICE CHANGE:

The contracting company confirms that it and any subcontractors will guarantee the State full assurance of any and all industry wide paper price decreases.

No price increase will be authorized during the initial 120 days of the contract and for the same period after any agreed upon extension. In the event of an industry-wide paper price increase, the contractor may request a paper cost increase, but must furnish a written request including all mill initiated documentation to support the cost increase. Price-increase requests that are approved will become effective within ten (10) working days after the date of written authorization from the Office of state Procurement. Any price increase will remain firm for a period of not less than sixty (60) days.

SOYBEAN OIL INK:

Soybean ink is mandatory for the production of the Supreme Court Reports and the Advance Sheets. Please indicate the space provided on page 3 of this Request for Quote, the brand of soy ink used.

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LIQUIDATED DAMAGES

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same *and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.*

Liquidated damages imposed by the state against the contractor for failure to meet the delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. *The Office of State Procurement will assess penalties for late delivery in all cases except those approved by the Office of State Procurement that relate to causes beyond the contractor's control.* The contractor must notify, in writing, on a timely basis, the Office of State Procurement of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the Office of State Procurement prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20 percent (20%) of the invoice price or \$500, whichever is smaller.

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WAIVER:

A Waiver of a breach or default shall not constitute a waiver of any other or subsequent breach or default.

CHOICE OF LAW AND FORUM:

Any claim or cause of action by either party arising under this contract shall be brought and maintained within the jurisdiction of the courts of Arkansas, and the laws of Arkansas shall apply.

ESTIMATED QUANTITIES:

The number or orders set forth in this Request for Quotation are estimates, subject to legislative appropriation. The vendor shall provide all orders requested, whether more or less than the estimate, as the state of Arkansas may elect. The State does not guarantee to buy any or all of the total dollar amount of the resulting contract award.

SUBSCRIPTION LIST:

The contractor shall, upon expiration of the contract (or before, if so directed by the Reporter), provide to the Reporter an electronic file of the names, addresses, telephone numbers, etc., of all subscribers to the ARKANSAS ADVANCE REPORTS.

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ADVANCE SHEETS (Item #1)

PRODUCTION:

Weekly advance sheets of the cases of the two Arkansas appellate courts shall be published.

All labor and materials used in making the books shall be procured in advance and in ample time to avoid delay in the work. All segments of the work shall be performed promptly and systematically, and not be delayed by other work of the contractor.

Photostatic copies of the slip opinions and syllabi; headnotes annotated with the location in the text where the bracketed, bold headnote numbers should be inserted; the annotated issue index; a list of the justices, judges, and court officers; weekly lists of the nonpublished opinions and cases affirmed without written opinions, will be provided by the Reporter along with an electronic copy of the opinions and headnotes in WordPerfect Format.

The contractor shall compile cumulative alphabetical tables of cases, cumulative headnote indexes, and indexes to the acts, codes, statutes, instruction, rules, tec. The contractor shall prior to publication, set in type, proofread, correct, and print these tables and indexes as well as all other material including an advance sheet. All front and back matter, including title pages, tables of cases, appendix matter, and indexes, shall be set in the same format as the hardbound Volume 359/88 of the ARKANSAS REPORTS and ARKANSAS APPELLATE REPORTS and the paperbound Volume 368/97 of the ARKANSAS ADVANCE REPORTS.

Because of the amount and repetitive nature of the front and back matter in the advance sheets, there may be more than 1250 advance sheet pages printed for what will eventually be approximately a 1250 page casebound volume.

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SCHEDULE:

Electronic copies of opinions and headnotes will be made available for or sent to the contractor three times a week, on Tuesday, Wednesday, and Thursday during periods when the appellate courts are in session. On Tuesdays the Contractor will be provided with copies of the previous week's Court of Appeals and Supreme Court headnotes. On Wednesdays the contractor will be provided with that week's Court of Appeals opinions. On Thursday the Contractor will be provided with copies of that week's Supreme Court opinions. The electronic text will be sent by e-mail attachment. The items will be produced on WorkPerfect 5.1, 8 or 11. Paper copies of the previous weeks Court of Appeals and Supreme Court headnotes and the current weeks opinions will be sent to the Contractor on Fridays.

If the contractor opts to receive opinions and headnotes on disks, and provides the disk and any necessary mailers, disks will be sent simultaneously with the paper copies.

Appropriate paper copies of syllabi, indexes, and lists will also be provided to the Contractor with the headnotes. Changes to headnotes or opinions may be made orally or in writing before the advance sheets are printed.

Each advance sheet issue will contain the most recent week's Supreme Court cases and Court of Appeals cases, except for occasions as the Reporter may direct. The Contractor will have two weeks, from the day the last material is sent (exclusive of any later corrections, to print and deliver the advance sheets. Time is of the essence for this contract.

QUALITY:

All materials and workmanship will be as good as the best of the recent advance sheets, and will follow the general style and appearance of the most recent advance sheets, as directed by the Reporter, except as specified herein. The binding must meet first-class quality standards and provide securely bound books that will withstand normal usage.

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ADVANCE SHEET CONTENT (Each Advance sheet shall contain the following the order as listed:

1. A title page for the Supreme Court volume.
2. A list of the Justices and court officers.
3. An annotated issue index.
4. A cumulative list of opinions not designated for publication for the volume.
5. A cumulative list of the cases reported in the volume with the cases that appear in the current issue in bold type.
6. The Supreme Court cases in the order designated by the Reporter.
7. A cumulative headnote index with the case names and page numbers of entries from that issue in bold type.
8. An index to acts, codes, constitutional provisions, instructions, rules and statutes cited.
9. Parallel citation tables for the volumes not yet available in hard-bound form.
10. Photoprinted copy of the syllabus for that week.
11. A title page for the court of Appeals cases.
12. A list of the judges and court officers.
13. An annotated issue index.
14. A cumulative list of opinions not designated for publication for the volume.
15. A cumulative list of cases affirmed without written opinion for the volume.
16. A cumulative list of the cases reported in the volume with the cases that appear in the current issue in bold type.
17. The Court of Appeals cases in the order designated by the reporter.
18. A cumulative headnote index with the case names and page numbers of entries from that issue in bold type.
19. An index to acts, codes, constitutional provisions, instructions, rules and statutes cited.
20. Parallel citation tables for the volumes not yet available in hard-bound form.
21. Photoprinted copy of the syllabus for that week.

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PAGINATION:

Once the Reporter determines the order in which the cases will be printed, the contractor will add permanent pagination, with a separate sequence for each court. When a case ends more than halfway down a page, the next case shall begin on the following page.

SIZE:

Finished page size 6 3/4" x 10".

STOCK:

Text - 50 lb., white, uncoated, acid free, smooth or vellum finish uncoated offset or book publishing paper. Minimum brightness of 84. Bidders may bid virgin or recycled paper.

Acceptable brands of Virgin Paper: Spectrum, Domtar Solutions, Husky offset, Domtar Westminster book paper, Clarion Book paper, Thor Glatifelter Book paper. or an approved equal. Minimum acceptable brightness of 84.

Acceptable brands of recycled: Spectrum Recycled, Williamsburg Recycled, Domtar Recycled book, EconBook or an approved equal. Minimum acceptable brightness of 84.

Cover: 65 lb uncoated cover, White, Smooth or vellum finish, Minimum acceptable brightness of 90. Bidders may bid virgin or recycled paper.

Acceptable Brands of Virgin Paper: Domtar Solutions, Exact Opaque Offset or an approved equal. Minimum acceptable Brightness of 90.

Acceptable Brands of Recycled paper. Domtar Solutions Recycled. Exact Opaque Recycled or an approved equal. Minimum acceptable brightness of 90.

Bidders to indicate on page 3 the brand of paper bid, whether it is recycled or virgin and the brightness.

Preference will be given for bidding recycled paper. In order to qualify for the preference on recycled paper bidders must bid Recycled paper for both book, with the exception of the cover on the case bound book.

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INK:

Cover: Black
Text: Black

BINDING:

Advance Sheets (books) are to be perfect bound along the 10" way.

PUNCHING:

Finished bound books are to be three hole punched to fit in a binder. Size of holes are approximately 1/4"; approximately 4 1/2" center to center.

PRESSWORK:

Contractor shall be responsible for total composition and layout of the Advance Reports. The type style used in the Advance Reports must meet the approval of the Reporter.

Outside Front cover: The outside Front cover shall show both the Supreme Court and Court of Appeals volume numbers, one issue number, the name of the courts, and the page numbers contained in the advance sheet, the title "ARKANSAS ADVANCE REPORTS," a list of the contents with the names of the courts and the dates of their respective cases in bold type, and any notices necessary, including (when appropriate) a notice that a particular issue is the last in a volume. Contractor will be responsible for layout and design of cover for the advance sheet; however, the layout and design must meet the approval of the Reporter. Previous advance sheets book were printed using two (2) PMS colors plus black. The additional ink colors must be included in the contractor's bid price.

Outside Back cover: Prints in black ink only. The only copy will be the printer's return address and logo, and any postage information necessary to mailing the volume to subscribers.

The spine will print in black ink. The spine of each advance sheet issue shall show the issue number, the date of the Supreme Court Opinions, the volume number, the pages contained in the issue space, the date of the Court of Appeals opinions, the volume number, and the pages contain in the issue.

Inside Front Cover: The inside front cover will be reserved for advertisement, if the contractor chooses to use it for that purpose.

Inside Back Cover: Inside back cover will be set aside for notes and will print in black ink only.

Text Pages: Text pages print front and back in black ink. Blank pages that fall at the end of the book may be utilized for advertisement if the contractor chooses to use it for this purpose.

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ADVERTISEMENT:

Any advertisements used in the Advance Reports will be the responsibility of the vendor. All advertisements will be limited to Legal or Publishing Subjects.

COMPOSITION:

Vendor will be responsible for all composition. All text copy is to be shot at 110%.

DELIVERY OF ADVANCE SHEETS:

Fifty (50) copies of each issue shall be delivered to the Supreme Court clerk's office free of any additional charge over the contract price. These 50 copies are included in the estimated quantity on page 2. These 50 copies shall be delivered to the following location.

Arkansas Supreme Court, Reporter of Decisions
625 Marshall Street
Justice Building
Little Rock, AR 72201

SALE TO THE PUBLIC:

The contractor will sell the advance sheets to the public at the unit price stated in the contract and will also be responsible for mailing and all postage expense.

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SUPREME COURT REPORTS (Item #2)
CASEBOUND VOLUMES

ADDITIONAL COPIES:

In the event that the ordering agency requires additional copies at the time of ordering, the contractor may charge 70% of the copy price for each additional copy ordered above the estimated quantity of 575.

PRICING:

Bidders must bid a total lump-sum price based on the estimated number of pages and the minimum quantity. Payments will not be made under this contract until the *certificate of the Supreme Court Reporter* is issued in accordance with the Arkansas Code Annotated Sections 16-11-205 and 16-11-208 (Repl. 1994) and the receipt of the Administrative Office of the Courts is presented pursuant to Arkansas Code Annotated Section 16-11-108 (Repl. 1994).

DELIVERY:

The ordering agency requires inside delivery within fifty-five (55) working days after receipt of the final copy or purchase order, whichever is the latter. "Final copy" shall be defined as COMPLETE CORRECTED ADVANCE SHEETS for the volume in question. "Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Failure on the part of the vendor to complete the work in the specified time may result in forfeiture of the performance bond. All transportation expenses will be the responsibility of the contractor.

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ORDERS:

The agency will issue a purchase order direct to the contractor accompanied by a letter from the Supreme Court and the material to be printed unless the material has already been furnished. A copy of the letter should be sent to the Office of State Procurement. If the printer desires to have the material sent by express mail, or other express services, the printer will pay the charges.

QUALITY:

The printing and workmanship of the books furnished must be of good quality for the text pages and excellent quality for the covers and the case binding.

OVERRUNS/UNDERRUNS:

No overruns or underruns will be allowed.

FINISHED SIZE:

The finished trimmed size of all books will be 6' x 9", bound on the 9" side.

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PAPER STOCK:

Text: 50 lb. text weight, Smooth finish or Vellum finish, Acid Free, uncoated offset or book publishing paper. Minimum acceptable brightness of 84.

Bidders may bid virgin or recycled. Bidder to indicate on page 3 of this Request for Quoteation, the brand of paper, whether is is virgin or recycled.

Acceptable brands of Virgin Paper: Cougar Opaque, Domtar Solutions, Lynx Opaque Offset, Husky Offset, Domtar Westminister book paper, Clarion Book paper, Thor Glatifelter Book paper. or an approved equal.

Acceptable brands of Recycled paper: Spectrum Recycled, Exact Opaque offset, Williamsburg Recycled, Econ Book, Domtar recycled Book or an approved equal. Minimum acceptable brightness of 84

A preference will be given for recycled. In order to qualify for the preference, bidder must bid recycled paper for both items with the exception of the cover on the case bound book.

Cover: Premium grade Tan Buckram. Shade to match Volume 359 of the Arkansas Reports. Copies of books are available for inspection in the Office of the Reporter of Decisions.

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INK:

The text pages will print in black ink only.

The backbone will be stamped in Pantone PMS 201 (Red), black and gold to match existing volumes of the ARKANSAS REPORTS AND THE ARKANSAS APPELLATE REPORTS. (See attachment for ink placement.) All lettering will be in gold and set in Garamond type. The "Arkansas Reports" and the "Arkansas Appellate Reports" will be stamped in gold over red. The volume numbers and year will be stamped in gold over black.

COMPOSITION:

The reporter will provide corrected advance reports: the index; table of cases; headnote index and various other items to be typeset by the contractor.

Bembo is the current font in use. Acceptable typesyles include: Bembo, Caslon, Garamond, Janson, or similar typestyle, to be designated by the Reporter. To maintain continuity of design the contractor shall make every good-faith effort to set the text in Bembo.

The page size, exclusive of folio, shall be twenty-four pica wide by forty-four (44) pica deep. Necessary spacing shall not exceed 12 points, except between cases when 24 point shall be allowed. The body is to be set in 11 points on a 12-point slug, and the syllabi, footnote, and index in an 8-point type on a 10-point slug.

The pagination is to be the same as that in the Advance Reports or in accordance with instructions of the Reporter.

The composition produced under these specifications must be in keeping with good typography and conformity with the copy submitted. Uniform spacing and reasonable care in word division shall be required under this contract. Hollow or pitted type, hairlines, broken serifs, overlapping characters, fluctuating alignment, varying density, and pastup hairlines, shadows will not be accepted.

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Term Contract

Vendor No. 100000795
Contact Ellen Gillespie
Your reference SP-07-0464

Contract No. 4600013880
Date 08/06/2007
Our reference ST

NUMBER OF PAGES PER VOLUME:

Approximately 1250 text pages. (This does not include the end sheets.)

PER PAGE RATE:

The number of pages is estimated at 1,250. Vendors to provide pricing in the spaces provided on page 2 of this Request for Quote the cost for 8 page and 16 page signatures which will reflect the addition/deletion of signatures if the number of pages vary from the estimate. These rates shall not enter into the determination of the lowest responsible bidder. However bidders are advised that costs which are not a logical progression of the price bid, or which exceeds "fair market value" as determined by a comparison of other prices obtained will constitute a violation for condition of award and will result in rejection of the bid. Vendor will be required to deduct or add to the invoice if the number of pages varies.

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PROOFS:

One complete set of page proofs and one set of blueline proofs is required; successive proofs need only be of pages that were changed or affected by a change. The process of getting correct page proofs for each corrections made will continue until all corrections are verified by a corrected page proof. In the past, the ordering agency has made few changes at the page-proof or blueline stage.

Page proofs shall be furnished to the Supreme court reporter as they are produced, or less often if so instructed by the Court Reporter.

The printer shall furnish, pursuant to Arkansas Code Annotated Section 16-11-206 (1987), one good proof-reader to work in coordination with the office of the Supreme Court Reporter.

No charge shall be made to the agency by the printer for making any corrections on the page or bluelines proofs.

Both the using agency and the contract holder are responsible for keeping accurate records showing time copy and proofs are mailed and received in order to calculate the final delivery date of the finished product. These records must show the dates proofs are mailed or delivered to the using agency and the date(s) they are returned.

When proofs are submitted to the ordering agency, it will be the agency's responsibility to make any necessary corrections.

Send Proofs to: Kristin A. Cordell, Reporter of Decisions, Justice Building, 625 Marshall Street, Little Rock, AR 72201.

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BINDING:

The books are case bound with premium buckram cover. The manner and quality of binding shall be in all respects equal to the existing volumes of the Arkansas Reports and Arkansas Appellate reports. Premium grade buckram must be used. The materials and binding must meet or exceed the "Library Binders Institute Standards". The title "ARKANSAS REPORTS" shall be stamped on the backbone of the volume in two lines, and also the volume number and the year, or years, contained in that particular number, in the same type size, style and color as has been used for previous Supreme Court Reports. Beneath this will appear the title "ARKANSAS APPELLATE REPORTS" in three lines with the volume number and year or years contained in that particular number in the same type size, style and color as the ARKANSAS REPORTS title.

Thumb notches will be used to designate where the Supreme court and the Court of Appeals cases begin. The two notches, a left hand notch and a right hand notch, (Revo-Verso) will be cut into the pages. The first notch cut toward the front cover designates the starting point of the Supreme Court Reports. The second notch cut toward the back cover designates the starting point of the ARKANSAS APPELLATE REPORTS. The notches shall be approximately 3/8" deep. The letters ARK. (1st tab) and ARK. APP. (2nd tab) shall be stamped in gold foil on a black mylar tab affixed to the appropriate page at the start of each section. The notches and tabs must compare in quality and appearance to the notches in previous volumes of the ARKANSAS REPORTS.

A die, which forms rectangular framing patterns for the front and back covers, shall be used on each hardbound volume. This die is the property of the Reporter of Decisions and shall be returned to the Reporter upon expiration of the contract.

The Reporter may direct that the die be sent instead to the new contractor.

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PACKAGING:

Each book shall be packaged individually in a corrugated box that will protect contents from damage during shipping, handling, and storage. Substitute wrapping materials may only be used after approval is obtained from the Reporter. These boxes should not have any protrusion from the basic outline of the book.

Each volume must have a label affixed or printed on the wrapper or carton in such a position as will appear on the backbone of the volume when wrapped or cartoned, the title "ARKANSAS REPORTS" in two lines, the volume number, and the year, or years, contained in that particular number, in the same type size, and style as had been used for previous Supreme Court Reports. Beneath that will appear the title "ARKANSAS APPELLATE REPORTS" in three lines with the volume number and year or years contained in that particular number in the same type size, and style as the "ARKANSAS REPORTS" title, volume number and year or years. On the face of the box without the seam, in the return-address location beside the spine, print the following information.

Supreme Court, Reporter of Decisions's Office
Justice Building
625 Marshall Street
Little Rock, AR 72201

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INVOICING:

Invoices must be sent in triplicate. The appropriate bid number must appear on the face of the invoice.

SAMPLES:

The vendor is not required to send samples to the Office of State Procurement. If a quality problem arises, the Office of State Procurement will work together with the agency on correcting the problems.

VI ADDITIONAL SPECIFICATIONS**PROPERTY OF THE STATE**

All dies, electroplates, cuts, negatives and positives, engravings and artwork or any other commodities used in the production of work under this contract are the property of the state and shall be delivered to the ordering agency upon completion of this contract. All transportation expenses shall be paid by the contractor.

MISCELLANEOUS CHARGES/ALLOWANCES

Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Office of State Procurement.

Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at fair market price as established by the Office of State Procurement. However, any additional costs incurred after the contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs

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OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

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9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

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19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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