

Department of General Services  
**Office of State Printing**

**PRINTING  
PROCUREMENT  
MANUAL**

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## ACKNOWLEDGMENTS

Producing the Office of State Printing's, *Printing Procurement Manual* was a collaborative effort with key volunteers representing our customers and Department of General Services (DGS) employees. Their efforts and dedication to improving the State's printing procurement process were invaluable and greatly appreciated.

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**TABLE OF CONTENTS**

Acknowledgments .....	<i>iii</i>
Foreword.....	<i>vii</i>
<b>1. Purpose of Manual .....</b>	<b>1-1</b>
1.1 Introduction	
1.2 Printed Material, A Commodity	
1.3 Background of Non-Mandated Services	
1.4 Purpose of Manual	
1.5 Information and Updates	
1.6 Whom to Contact	
<b>2. Office of State Printing (OSP) Services .....</b>	<b>2-1</b>
2.1 Introduction	
2.2 OSP Printing and Publishing Services	
2.3 OSP Print Procurement Services	
2.4 Whom to Contact	
<b>3. The Purchasing Process .....</b>	<b>3-1</b>
3.1 Introduction	
3.2 The Purchasing Process	
<b>4. Preparing Bid Specifications for Printed Material .....</b>	<b>4-1</b>
4.1 Introduction	
4.2 Specification Requirements	
<b>5. Terms and Customs of the Printing Industry.....</b>	<b>5-1</b>
5.1 Introduction	
5.2 Industry Terms	
5.3 Industry Customs	

- 6. Private Sector Advertising..... 6-1
  - 6.1 Introduction
  - 6.2 Advertising in State Publications
  - 6.3 Whom to Contact
  
- 7. Reference Information ..... 7-1
  - 7.1 Introduction
  - 7.2 Publications, Periodicals, and Manuals
  - 7.3 Trade Associations
  
- Appendix
  - A.1 Illustrations
  - A.2 Paper Charts
  - A.3 Sample Bid Specification Sheet
  - A.4 Sample Bid Awards
  - A.5 Standard Terms and Conditions

## FOREWORD

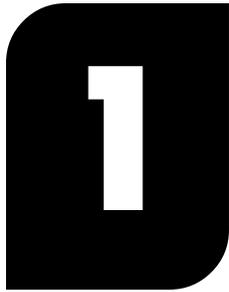
### To All Agencies and Departments:

Buying printed material can be a challenging responsibility especially considering the dual complexities related to the printing process and state purchasing laws. This manual bridges these areas with an 'easy-to-understand' style. The manual provides important information on numerous topics, provides tips and strategies, and lets you know where to get more information. Portions of this manual can even be used as a reference tool to help you each step of the way.

This manual is one of many examples of the positive changes taking place at the Office of State Printing (OSP). In addition to a wide array of in-house printing services, OSP is introducing other new products and services which they are very proud to offer their customers. One of these services, described in Chapter 2, includes a print brokerage service. In other words, OSP staff will act as your agency's broker to buy your printed materials for you at the best possible prices. I invite you to take a closer look. I know you will find these products and services useful for your printing and business needs.

As with all of OSP's products and services, they welcome your ideas for improvement. Call OSP at (916) 445-6020 with your ideas and suggestions. Good luck with all your future printing projects.

PETER G. STAMISON, Director  
Department of General Services



## **Purpose of Manual**

This Chapter includes the following information:

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
1.1	Introduction	1-3
1.2	Printed Material, A Commodity	1-3
1.3	Background, Non-Mandated Services	1-3
1.4	Purpose of Manual	1-4
1.5	Information and Updates	1-6
1.6	Whom to Contact	1-6

## 1.1 INTRODUCTION

The Office of State Printing (OSP), *Printing Procurement Manual* was developed to assist State of California employees with the task of buying printed material. The manual contains helpful information related to printing, purchasing, where to find assistance, and other useful tips and strategies. The staff at OSP hope you find this manual helpful with your printing procurement endeavors.

Throughout the development of this manual, numerous volunteers from customer agencies and the Department of General Services (DGS) provided assistance. A list of these volunteers is presented in the Acknowledgments near the front of this manual.

## 1.2 PRINTED MATERIAL, A COMMODITY

Purchasing printed material for State of California agencies has traditionally been handled as a commodity rather than a service. Consequently, purchasing laws and procedures related to commodities are used in this manual. For more information, refer to *Government Code*, Title Two, Section 14860.

## 1.3 BACKGROUND OF NON-MANDATED SERVICES

Beginning on July 1, 1996, provisions of Senate Bill (SB) 1763 related to changing OSP to a non-mandated agency went into effect. These provisions allow State agencies the option to purchase printed materials from OSP or from private printing companies through the competitive bidding process. Agency and state forms and publishing for the Legislature and Executive Branch are still mandated jobs through OSP.

Despite this change, *all state purchasing laws and regulations still remain in force and must be followed.*

The provisions of SB 1763 will remain in effect until June 30, 1997. At that time, these provisions will be reevaluated and extended or discontinued. This outcome depends on the overall success of non mandated services.

Printed material can now be obtained in the following three ways:

**Traditional Method:** OSP continues to provide printing for government agencies.

Customers who select this method complete a STD. 67, Printing/Support Service Order as was done prior to July 1996. OSP will coordinate all aspects of printing for the customer. *This method is still required for all forms and for the Legislature and Executive Branch.*

**Direct Customer Purchase:** Customers who select this method are responsible for the entire procurement process including the following steps:

1. Develop Bid Specifications
2. Identify Appropriate Vendors (should include OSP)
3. Solicit Vendors for Bids
4. Evaluate Vendor Bids for the lowest responsible bid
5. Award Purchase Order to lowest responsible bidder
6. Monitor Job Progress
7. Check quality of the job and review/Authorize Vendor's invoice for Payment
8. Meet the requirements of the Library Distribution Act and other applicable state programs.

These eight steps are described in more detail in Chapter 3. Customers should review Chapter 2 for more information about OSP's Vendor Management Program and Vendor Database.

**OSP Print Procurement Service:** Customers who select this method place the responsibility of all purchasing and invoicing with OSP's knowledgeable Printing Procurement Specialists. OSP's Printing Procurement Specialists will coordinate all aspects of printing for the customer. Refer to Chapter 2.

## 1.4 PURPOSE OF MANUAL

The purpose of this manual is to act as a reference tool helping users purchase printed material. The Table of Contents provides an overview of the entire manual presenting chapters and sections. At the beginning of each chapter, a quick reference chart also presents related section numbers and descriptions for ease of use.

This manual is also available via the Internet at OSP's home page located at [www.osp.ca.gov](http://www.osp.ca.gov).

This manual contains various uses of mandatory and discretionary information related to state purchasing laws and good business practices. The following chart has been copied from the *State Contracting Manual* which is produced by the DGS, Office of Legal Services. For more information about obtaining copies of the *State Contracting Manual*, refer to Chapter 7, "Reference Information". OSP now falls into the 'should' category within the following chart.

### REQUIRED OR DISCRETIONARY LANGUAGE

	REQUIREMENTS  "must", "shall", "mandatory", or "required"	LIMITED DISCRETION  "should"	FULL DISCRETION  "may", "guidelines", "recommended", "practices", or "examples"
SOURCE	Statutes, regulations, state policies, DGS policies required to meet legal responsibilities	DGS policies related to requirements or considered to be good business practices	Policies, procedures, and guidelines presented as helpful aids
COMPLIANCE	Must be followed unless exempt by law or granted exemption by DGS Need to be followed unless the agency has a good business reason for variance	Need to be followed unless the agency has a good business reason for variance	Optional
DOCUMENTATION	Documentation required	Brief notation in the files suffices	None required
CONSEQUENCE FOR NONCOMPLIANCE	Noncompliance may cause violation of law and/or rejection of contract by DGS	Noncompliance may affect compliance with a requirement or the advisability of the contract; DGS <i>may</i> question and request documentation	None

## **1.5 INFORMATION AND UPDATES**

The information in this manual has been collected from various sources. These sources include state administrative manuals, company and industry publications, and personal experience. In some cases, the *Printing Procurement Manual* only presents the reader with basic information on specific topics. For more details, readers are encouraged to reference the manuals and publications presented in Chapter 7, “Reference Information”.

This manual will be updated on an as needed basis. OSP will maintain a distribution list for sending updated information directly to holders of this manual. Updates can also be accessed through OSP's home page at [www.osp.ca.gov](http://www.osp.ca.gov) or by calling OSP at (916) 445-6020.

## **1.6 WHOM TO CONTACT**

A list of OSP staff and Customer Services Representatives who can answer your questions and provide advice is available in Chapter 2. Please feel free to contact an OSP Customer Services Representative or Printing Procurement Specialist with your questions and printing needs.

# 2

## Office of State Printing Services

This Chapter includes the following information:

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
2.1	Introduction	2-3
2.2	OSP Printing and Publishing Services	2-3
2.3	OSP Printing Procurement Services	2-5
2.4	Whom to Contact	2-6

## 2.1 INTRODUCTION

OSP has produced a wide array of high-quality printed materials and other related products for the state legislature, university system, and state agencies. Now, OSP offers these services to all levels of government while continuing to expand services.

OSP is the second largest in-house printing operation in the United States, second only to the Federal Government Printing Office. OSP offers the widest range of lithographic and digital printing services under one roof in California.

## 2.2 OSP PRINTING AND PUBLISHING SERVICES

**Customer Service:** OSP's Customer Service is comprised of a team of trained product specialists working to assure that each customer's unique requirements are met. From digital services to printed material, finishing, and packaging, Customer Services Representatives will ensure customer needs are met in a cost effective and efficient manner.

**Prepress Services:** OSP's electronic prepress (EPP) offers services ranging from document composition to digital processing of customer graphic files. Recognizing that documents and print files are created for a broad spectrum of purposes, EPP has structured itself to support the widest range of media possible. Composition services include Optical Character Recognition scanning of hard copy documents for digital replication, keystroke typesetting, electronic forms development, and preparation of documents for Internet applications or digital printing. Film preparation can be from traditional hard copy using camera and table layout or digital using the latest in Macintosh and PC software applications. The EPP staff welcomes the opportunity to consult with customers at any time.

**Press and Copier Operations:** OSP has digital and lithographic presses capable of producing the most demanding projects ranging from black and white to full color process printing.

A five-color plus coater, Heidelberg 40-inch lithographic press, is the headliner of our sheetfed section, offering the highest quality small and medium run color printing.

The publication web press area is led by a Hantscho Mark VI four-unit, three-web 38-inch press. The web presses produce low cost, large run color and black printing.

Specialized form presses produce custom multipart forms and 50-inch preprinted rolls.

Envelope printing is processed through high-speed, high-quality Halm jet presses.

OSP's 'Express Services' feature the Kodak ImageSource 70 color digital printer/copier, the Xerox DocuTech 135 digital copier and Xerox 5090 copier systems.

These systems deliver on-demand printing for short run, fast turn around documents.

**Bindery:** OSP's bindery supports each product line offered with a compliment of skilled employees and high-quality equipment to assure a quality, value-added finished product. Folding, saddle stitching, perfect binding, and side stitching are among the options provided for product finishing.

Custom labeling and bar coding provide efficient product handling and mailing through mass mail. As experts in mailing small and large product runs, bindery staff can assist the customer in dealing with postal requirements, assuring the lowest possible cost of production and mailing.

In addition to the services previously described, OSP also offers mail addressing, print-on-demand, on-line publishing, multimedia publishing, and advertising services. For more information, please contact a OSP Customer Services Representative or refer to the OSP home page at [www.osp.ca.gov](http://www.osp.ca.gov).

## 2.3 OSP PRINTING PROCUREMENT SERVICES

OSP offers a complete printing procurement service saving customers time and money through the following activities:

**Bid Specifications:** OSP will develop bid specifications (specs) for you and/or provide you with assistance. These specs will ensure your project is done right the first time.

**Bid Lists:** OSP has an extensive electronic vendor database which creates bid lists that match the right vendors with the right print jobs for *the best price*.

**Fast Turnaround:** In many cases, bids can be solicited, evaluated, a purchase order completed, and your job in production within five hours of bid specs.

**Coordination:** Depending on customer requirements, OSP staff can handle some or all of the related job activities such as blue-line approvals. This includes resolving problems or issues if they arise.

**Invoice Processing:** OSP will process AND pay the vendor's invoice for you using our express payment method. An important part of processing invoices involves checking for quality and resolving vendor issues prior to payment. Agency reimbursements are handled electronically through the State Controller's Office, saving your accounts payable staff time and leaves you free to work on more important tasks.

**OSP Vendor Management Program and Database:** OSP utilizes a Vendor Management Program to certify vendors and to conduct performance evaluations of those vendors.

Vendor certifications are used to verify production capabilities, equipment, work samples, and include site visits.

Vendor performance evaluations include a review of past performance in four key areas:

- Quality
- Price
- Delivery Performance
- Responsiveness

Periodic evaluations are shared with each vendor and improvement opportunities discussed, planned, and monitored.

In 1997, OSP will offer electronic subscriptions to the Vendor Management Database. This service will provide customers access to proven vendors to aid with printing procurements. Vendor Management Database provides information about nearly 400 vendors such as company name, contact person, address, telephone/fax numbers, small business information, ethnic and gender information, production capabilities, and much more.

**OSP Consulting and Mediation Services:** As part of OSP's ongoing efforts to assist customers with their printing needs, OSP offers consulting and mediation services for agencies and vendors in the following areas:

*Technical Consultations:* OSP provides expertise and interpretation of difficult printing issues, problems, and specific situations.

*Mediation Services:* Available for agencies and vendors alike who reach an impasse when negotiating resolutions to printing problems or issues. OSP will work closely with all parties involved including the Department of General Services, Procurement Division to reach resolution.

## 2.4 WHOM TO CONTACT

For more information related to any of these OSP services, please contact your OSP Customer Services Representative or Printing Procurement Specialist presented on the photo pages within this chapter.

# 3

## The Purchasing Process

This Chapter includes the following information:

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
3.1	Introduction	3-3
3.2	The Purchasing Process	3-4

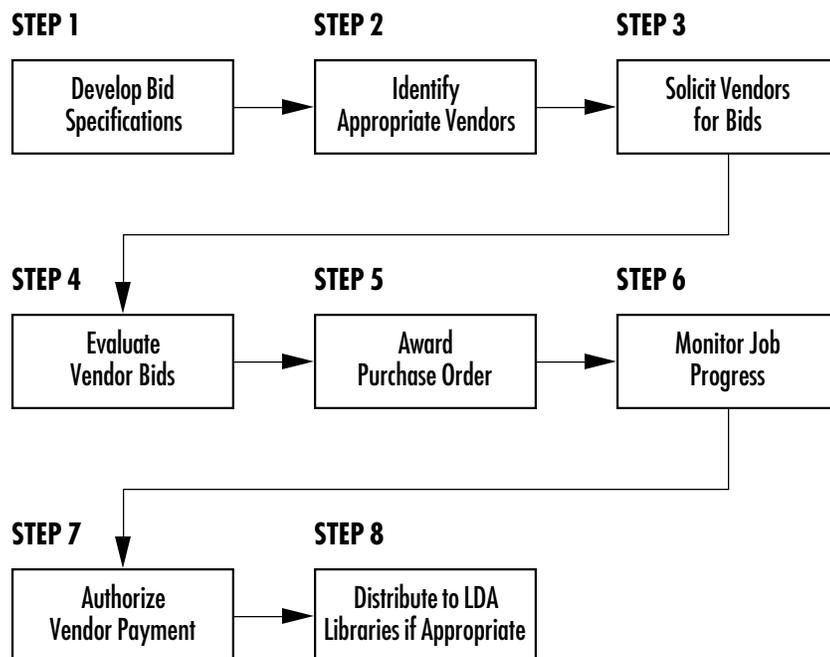
### 3.1 INTRODUCTION

Chapter 3 provides basic information related to purchasing printed material. This information includes descriptions of several general steps and considerations involved within this process. Chapter 4 provides information to develop bid specifications.

### 3.2 THE PURCHASING PROCESS

This section presents a diagram showing the basic steps involved with purchasing printed material. These steps have been developed to be consistent with Department of General Services (DGS), Procurement Division policies and procedures. Steps 1 through 5 are commonly associated with purchasing any commodity whereas steps 6 through 8 are related more closely to buying printed material.

Each step is explained in more detail following the diagram. This chapter does not provide in-depth explanations related to purchasing. For more information, contact your agency's purchasing staff or the DGS Procurement Division who are planning to produce a purchasing guidebook in 1997. For more information, refer to Chapter 7, "Reference Information".



**STEP 1****Develop Bid Specifications**

Ideally, Step 1 involves close coordination between the agency's designer(s) of the printed material and employee who will purchase it. This coordination will help identify important project requirements to include with the bid specifications. *Chapter 4 provides vital information to consider when developing bid specifications.* The following are some tips and strategies:

**Consulting with Vendors:** Occasionally, Steps 1 and 2 (Identify Appropriate Vendors) tend to “blend” together when preparing for a purchase. This occurs when designers want information such as layout ideas or production strategies. Discussing your job with vendors can be an effective way for improving your project and for saving money; however, it may also cause problems or unnecessary costs. Refer to Step 2 for more information on how to avoid these pitfalls.

**Delegated Purchasing Authority:** The DGS Procurement Division oversees all state purchases of equipment, material, and supplies except statutory exempted agencies. The DGS Procurement Division delegates purchasing authority to state agencies; however, purchases are limited by a maximum dollar amount. For many agencies, the maximum dollar amount is set at \$15,000. The DGS Procurement Division charges a 1.21 percent fee based on order value for all purchase orders processed under delegated authority. Contact your purchasing staff or the DGS Procurement Division to learn what level of purchasing authority has been delegated to your agency. If you anticipate a purchase will exceed your agency's delegated limits, contact your purchasing staff or the DGS Procurement Division at (916) 445-2500.

**Bid Forms:** Each agency has different methods for handling internal purchasing processes. Some agencies may require a department form to be completed for bidding purposes, others may not. In either case, contact your procurement staff to learn more about these requirements. At minimum, a STD. 65, Contract/Delegation Purchase Order must be completed. Refer to Step 5 for more details related to purchase orders.

**Terms and Conditions:** The State of California utilizes standard language for purchasing terms and conditions. These terms and conditions may be used and made part of all purchases. A copy of these terms and conditions can be found in the Appendix.

**STEP 2****Identify  
Appropriate Vendors**

Step 2 involves identifying and selecting appropriate vendors and OSP to bid on appropriate jobs. Selecting the right vendors will help ensure the best possible quality and price. Be careful of vendors who overstate their capabilities. Oftentimes vendors will indicate they can complete a job; however, the job may not be a good match for their equipment and/or they may subcontract your job to another vendor. Either way, quality and price may not be as you expect.

**Bids:** For purchases up to \$1,000, a minimum of one bid is required. For purchases between \$1,001-\$15,000 a minimum of *three bids* is required. For purchases over \$15,000, rules for formal bids apply; therefore, you should contact your purchasing unit or DGS Procurement Division at (916) 445-2500. OSP should be considered as one of these bidders. All vendor bids should be signed, dated, and provided to the agency in writing.

**Conflict of Interest:** No officer or employee in state civil service or other appointed official shall engage in any contracts with a business enterprise which the officer or employee receives compensation or has financial interests. Refer to the *Public Contract Code*, Chapter 2, Article 8, for more information.

**Consulting with Vendors:** (Refer to Step 1 for more information.) Employees who use this tactic may unintentionally limit competition due to two reasons: 1) vendors may try to “trap” you into designing jobs where only their company can produce it, by recommending restrictive requirements, and 2) vendors may suggest design changes that will give their company a competitive advantage. To avoid these situations, contact at least one or two other appropriate vendors regarding the job. Using information collected from all vendors will help you avoid limiting competition.

**Department of General Services, Office of Small and Minority Business**

**(OSMB):** OSMB has specific business requirements related to Minority, Women, and Disabled Veteran Business Enterprises (M/W/DVBE) and Small Business Enterprises.

Each state agency has its own policies and strategies for meeting M/W/DVBE business requirements; therefore, contact your agency purchasing staff for more information about this program.

For more information regarding Small Business Enterprises, contact OSMB at (916) 322-5060. Certified small business enterprises receive a five percent bid preference over non-certified businesses. For more information about correctly applying the small business five percent preference, refer to Step 4.

**Selecting Vendors:** For printed material, selecting an appropriate vendor for the right job is a critical decision that takes time. For example, ordering 50,000 publications with four colors and 200 pages each from a quick copy vendor is not an appropriate choice because the vendor does not have the right equipment for this job. In this example, vendor turn around time will be slow and cost will be expensive compared to vendors using offset presses. Finally, a habit of choosing only one appropriate vendor with two or more inappropriate vendors *may increase costs* over time because competition has been limited. To manage a variety of printing jobs, you need to learn the capabilities of many printers.

Print buyers need to be aware of the different categories of printers such as commercial, quick-print, specialty, and in-house printers to name a few (OSP is considered an in-house printer). To select the right vendors for bidding, there are some important factors to consider. These factors include the vendor's equipment, experience, service, and price. To learn more about these factors *before releasing bid solicitations*, call the vendors, get samples of the vendor's work, call printing or graphic arts associations, and/or call for customer references. If you have a specific vendor in mind, call an OSP Print Procurement Specialist or Customer Services Representative for more information about that specific vendor. *Be advised that OSP can only provide bid lists of appropriate vendors after a careful review of the job and it's related requirements.*

In 1997, OSP is planning to offer printing procurement (brokerage services) to agencies who wish to use OSP's expertise in buying printed material. Refer to Chapter 2 for more information about this service.

**Sole Sourcing:** There are two circumstances where bids can be restricted to one vendor: 1) purchases under \$1,000, and 2) when a *justified business need* exists to limit bids to one vendor for purchases from \$1,000-\$15,000. When such a business need exists, be prepared to respond to the following questions:

- 1) What unique factors exist about the job and vendor?
- 2) Why are these unique factors required?
- 3) What other alternatives have been considered and why have they been rejected?

For purchases from \$1,000-\$15,000 and greater, there are required approvals to be obtained for sole source purchases. Contact your purchasing staff, DGS Procurement Division, or reference the *State Administrative Manual (SAM)*, Section 3555, for more information. *If sole source procedures are not followed properly, payment of a vendor's invoice may become delayed or be subject to Board of Control proceedings.* For printed material, there are very few justifications for sole source purchases.

**STEP 3****Solicit Vendors  
for Bids**

Step 3 involves soliciting vendors and OSP for bids. Solicitations should be done in writing and include bid specifications, the date and time when bids are due to agency, where to send (or fax) bids, agency contact and telephone number, etc. All bid solicitations submitted to vendors and OSP must provide exactly the same information for reasons of fair competition.

**Bid Withdrawal:** Vendors may withdrawal their bid *prior to the due date and time* by providing written notice of their request. For requests after the due date and time, contact your agency's purchasing staff or DGS Procurement Division.

**Shopping for Bids:** It is highly *unethical and illegal* to share any bid information with competitors prior to the bid due date and time. For example, any contact with a vendor to solicit a lower bid price than prices already received *must be avoided*. Employees who act in this manner become subject to disciplinary action. The bid due date and time is an official cutoff time where bids cannot be altered or additional bids accepted. Ideally, bid information is sealed and not reviewed until after the due date and time.

**Specification Changes:** In the event changes become necessary to the bid specifications prior to the due date and time, each bidder must be given a complete and identical written description of the related changes. These changes must be provided to all vendors at the same time (as much as possible) allowing a reasonable period of time for vendors to consider these changes for their bids. *Employees must be very careful to provide all bidders identical information to ensure fair competition.*

**STEP 4****Evaluate  
Vendor Bids**

Step 4 is an important step in the purchasing process. *Bids are not to be reviewed or evaluated by employees until after the bid due date and time have passed.* The successful bidder is identified as the *lowest responsible bidder meeting specifications*. In other words, a bid which satisfactorily meets all bid requirements. For printed material, an important requirement is the desired delivery date for the completed job. If the lowest bid does not meet the desired delivery date, then this bid is not compliant and the next lowest priced bid should be considered and so forth. All bid evaluations must be documented and maintained in a procurement file for future auditing purposes. Refer to the Appendix for examples.

If no compliant bids are received, evaluate the reason(s) why vendors could not meet the bid requirements. It is likely bid requirements will require adjustment and the job solicited again for bids. For more information and other alternatives for this situation, contact your agency purchasing staff or DGS Procurement Division for instructions.

**Award Criteria:** Bid solicitations should stipulate in writing that the agency reserves the right to reject any and all bids. An individual bid may be rejected for cause whereas all bids may be rejected without cause.

**Bid Postings:** Vendors should be informed of their right to request bid postings. Vendors can request a bid posting which is a notice provided by the agency of intent to award the purchase order. Bid postings can be placed in a public place (e.g., building lobby) prior to the award of the purchase order. Vendors who request bid postings must be notified of the intent to award order in writing.

**Bid Protests:** Protests are used by vendors to stop an award of a purchase order. Vendor bid protests must be submitted to the agency *in writing* prior to the award of the order. Normally, vendors who issue bid protests have done so over concerns about fair competition. *If a bid protest is received, immediately contact your agency purchasing staff or the DGS Procurement Division for further instructions. A purchase order cannot be awarded, or work started, until the protest is withdrawn or resolved.*

**Conditional Bids:** A conditional bid offers a bid price contingent on some future factor. For example, a given bid price may be presented as subject to the cost of paper on a future date. Conditional bids are not acceptable and should not be considered for an award. Contact your agency purchasing staff or the DGS Procurement Division for further instructions.

**Deviations:** Any vendor bid deviations or exemptions from the bid specifications must be fully explained. Deviations or exemptions may be cause for rejection of the bid.

**Small Business Preference:** Certified California small businesses receive a five percent bid preference. This means five percent of the lowest compliant net big business bid amount is subtracted from the small business bid. Using this calculation, if the small business bid is lower, then the small business is awarded the order; however, the actual amount paid to the small business is the bid amount, not the lower preference amount. The maximum amount of the small business preference is \$50,000 for any one bid. Refer to Appendix, "Sample Bid Award", for an example applying the small business preference.

**STEP 5****Award  
Purchase Order**

Step 5 requires a STD. 65, Contract/Delegation Purchase Order, be completed, processed within your agency, and a copy sent to the vendor with all related job specifications. *It is important that the purchase order provide reference to the related bid solicitation by identifying the solicitation or job number.* The purchase order should be sent to the vendor as soon as possible. It is important to include all applicable specifications with the purchase order. Changes to the order should be avoided; however, if new requirements are unavoidable, they cannot be added unless mutually agreed to in writing with the vendor. If new requirements significantly alter the job or increase the price over the original bid amount, the order may need to be canceled and the job may need to be re-solicited. The purchase order should inform the vendor that order requirements are subject to change. Consult with your agency purchasing staff or the DGS Procurement Division. It is important the information contained in the purchase order is accurate and complete since it becomes a legal and binding document between the vendor and your agency. Consult with your purchasing staff to determine if any other terms and conditions may apply under your agency's delegated purchasing authority.

**STEP 6****Monitor  
Job Progress**

Vendor contract forms or ordering documents *must not* be used or signed by state employees. Most likely, these documents contain language inconsistent with the state's purchasing policies. The only forms accepted for state use are vendor invoices. For more information about invoices, refer to Step 7.

Step 6 requires interaction with the vendor. Monitoring job progress is important because each job is customized to each customer. Agency involvement during the preparation stage of the job is highly recommended. At minimum, an agency employee should review and approve proofs prior to production. If OSP is acting as the agency's print broker, job monitoring is already handled for the customer. Refer to Chapter 2 for more information.

**Approvals:** Printers and/or customers normally require approval of proofs to confirm the job meets customer expectations prior to the start of production. Generally, vendor bids include the cost of one proof for review. Prepress proofs shall be submitted with the original copy. Corrections are to be made on the master set and returned to the printer indicating "OK to print" or "OK with corrections" and signed by the customer. If revised proofs are desired, request must be made when the proofs are returned. Vendors cannot be held responsible for errors under any of the following conditions:

- If the work is printed per the agency's OK
- If changes are communicated only verbally
- If the agency representative did not order proofs
- If the agency failed to return proofs indicating changes
- If the agency representative instructed vendor to proceed without reviewing proofs

**Author Alterations (Changes):** It is important to understand how alterations affect printing costs. Most alterations should take place during film or prepress preparations, not press or bindery work. A general rule for changes is “the further into production a job gets, the costlier changes become”. Accurate bid specifications will keep changes to a minimum.

Another reason changes occur is due to customers changing their minds between writing specifications and producing camera-ready copy. Mistakes fixed after seeing a proof will cost money. If the printer made the mistake, there should be no charge to the agency. If it is an agency mistake, the agency pays for it.

Oftentimes changes arise. These changes frequently involve alterations or other new ideas. These changes must be carefully considered. A decision must be made whether the change really matters and if the agency is willing to pay for it. When making changes with vendors, be sure to put everything into writing.

**!** **IMPORTANT NOTE:** If possible, alterations should be avoided. If alterations are unavoidable, always ask what alterations will cost before deciding to make them and giving authorization. Keep in mind that some vendor representatives receive additional monetary compensation for “selling” alterations to customers. Some companies try to “low ball” a job only to increase the price afterwards through alteration costs. It is very important not to compromise the purchasing process after award of the purchase order. Consult your agency purchasing staff or the DGS Procurement Division for details.

**Vendor Non-Performance:** When a vendor is unable to perform after being awarded a job, the vendor becomes liable for the cost differential between their bid and the next lowest bid of the vendor who is able to produce the job. Contact OSP and/or the DGS Procurement Division regarding the possible removal of the non-performing vendor’s name from the bid list until the liability has been satisfied. Disputes should be immediately referred to OSP.

**STEP 7****Authorize  
Vendor Payment**

Step 7 involves receiving the vendor's invoice and evaluating it to ensure correct charges are being billed. Invoices should not be approved for payment until the job is completed and delivered. Final costs are occasionally higher than expected. If concerns exist regarding the fairness or accuracy of an invoice, discuss the matter promptly with the printer and your fiscal office. Remember, if concerns exist regarding job performance or the invoice, vendors are more motivated to resolve such issues when their invoice is pending approval for payment. If an additional amount is to be paid to the vendor, the STD. 65 Contract/Delegation Purchase Order should be amended to reflect this change in amount.

**!** **IMPORTANT NOTE:** The State of California Prompt Payment Act requires agencies to promptly pay correct invoices of certified Small Businesses within a specified time period in the purchase order or be subject to monetary penalties. Certified Small Businesses may be identified by a rubber stamp mark on the vendor's invoice. Agencies shall pay a penalty of one-quarter of one percent of the amount due, per day, from the 31st day after the required payment date. For more information, call the Office of Small and Minority Business at (916) 322-5060 or via the Internet at [www.dgs.ca.gov](http://www.dgs.ca.gov).

Another option for paying vendor invoices is the State of California "CalCard" program. CalCard is similar to a credit card which can be used to pay for printed material. If Calcard is used, the purchase order needs to indicate a fee is involved. For more information about the CalCard program, contact your agency purchasing staff or the DGS Procurement Division at (916) 445-2500.

Please consider the following information when evaluating vendor invoices for payment.

**Alterations:** Make sure that charges for alterations are as expected and agreed to, in writing, by both parties.

**Arithmetic:** Ensure all percentages and totals are correctly computed.

**Completeness:** Examine one piece closely to determine whether the reverses, tints, photos, etc. are as expected.

**Paper:** Verify the job was produced on the right paper.

**Quality:** Review several pieces to ensure consistency. Quality is a subjective factor. Scan pieces for errors. It is likely errors will exist; however, their seriousness needs to be examined. Errors can be categorized as critical errors, major defects, and minor flaws. The following descriptions present these differences:

A *critical error* exists when the product becomes useless because of the error. If critical information is missing or text is illegible, the product has no value.

A *major defect* means the product is less effective or attractive; however, there is no missing information and readers will still understand the content and message.

A *minor flaw* is normally detected only by sophisticated readers and/or people very familiar with the material. These types of mistakes are unfortunate but do not cause trouble.

**!** **IMPORTANT NOTE:** If a critical error exists and was due to a vendor error, payment should not be made for the job. If a major defect or minor flaw exists and was due to a vendor error, customers may accept the job and negotiate a lower price with the vendor. If the amount saved is significant, the purchase order should be altered to reflect this change. Document quality problems with the vendor and send this information to OSP for vendor performance tracking. If any of these conditions exist due to a customer error, expect to pay the vendor full price for the job.

**Quantity:** Confirm the right amount of pieces by evaluating delivery records and/or box counts. Printers may not necessarily ship the expected quantity. Refer to overruns and under-runs in Chapter 5, Section 5.3, "Industry Customs".

**Schedule:** Note whether the delivery was on time and, if not, whether the purchase order included a penalty for late delivery. Be careful when using penalty clauses because often times they are unenforceable.

**Taxes:** Normally, your bill should include sales tax. If your product is for resale, check local laws and/or the Board of Equalization to determine whether sales tax should be paid or not by the agency.

**Mediation:** If agency staff and vendor cannot reach agreement on job and/or payment issues, OSP offers a mediation service to help resolve these issues. For more information, refer to Chapter 2.

**STEP 8**

Distribute to LDA Libraries if Appropriate
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In 1945 the California Legislature, in order to make freely available all state publications, passed the Library Distribution Act (LDA) and thereby established a system of “complete” and “selective” libraries (depositories). Each depository contracts with DGS to receive, record, and preserve state publications and to give free service to patrons wishing to use them.

Complete depositories receive all publications distributed by the State Printer to depository libraries (LDA publications) and all publications directly issued from executive agencies, the legislature, and the judiciary. Selective depositories also receive LDA publications directly from the State Printer but they receive only some of the publications distributed by agencies, the Legislature, and the judiciary.

The LDA is administered by the California State Library, which evaluates and approves applications for depository status, formulates policies and procedures related to the operation of the depository program, provides consulting services, and evaluates depository library performance.

In basic terms, the LDA requires agencies to distribute state publications to over 140 depositories and/or the State Library. A list of current depositories is available by calling the State Library, Government Publications Section at (916) 653-0085. *The LDA distribution requirement adds to the amount of printed material to be ordered. Whenever OSP is the successful bidder, distribution to LDA depositories is automatically handled for customers.*

For more information and to determine whether a state publication is subject to LDA requirements, please refer to *Government Code*, Sections 14900-14910, *State Administrative Manual (SAM)*, Sections 3120-3125, or call the State Library, Government Publications Section. The State Library also distributes *Distributing State Publications, California State Agency Responsibilities under the Library Distribution Act*. For ordering information, refer to Chapter 7.

# 4

## Preparing Bid Specifications for Printed Material

This Chapter includes the following information:

SECTION	DESCRIPTION	PAGE
4.1	Introduction	4-3
4.2	Specification Requirements	4-3

## 4.1 INTRODUCTION

The importance of good bid specifications cannot be overemphasized. Detailed and accurate specifications are the key to successful printing jobs. Bid specifications are important for at least three reasons: First, they provide printers an idea of your project and what you are trying to accomplish. Second, they are the basis for which all bids are evaluated for competitiveness. Finally, they are used as the basis for resolving problems with vendors.

Every printing job, even the most simple and routine, must include carefully developed and thorough specifications. Well prepared specifications can greatly enhance quality, reduce cost, and improve the timeliness of your project. Poorly developed specifications can cause serious problems such as cost overruns, time delays, interruptions, and receiving a product that does not meet expectations.

Specifications can also be used as a guide to help customers monitor and track changes with printing jobs. Specifications may be used to compare how job changes affect the final bill.

Good specifications are complete, accurate, and written in terms which printers can understand. For bidding purposes, specifications are greatly enhanced when a sample is included. Oftentimes, samples can fill in missing or unclear information from the bid specifications. Samples must indicate exactly what is being represented, such as paper stock and color, design, or other important printing characteristics.

## 4.2 SPECIFICATION REQUIREMENTS

The following is an alphabetical list of requirements that should be considered when developing printing specifications. It is suggested that a photocopy of this list be used as a reference check for planning printing projects.

For those requirements that apply to your specific job, describe specific characteristics in more detail to develop bid specifications. For definitions of terms, please refer to Chapter 5, "Terms and Customs of the Printing Industry".

**!** **Important Note:** Most or all bid specifications (or lack of) become part of the purchase order. Purchase orders represent legal and binding contracts between an agency and the vendor. For more important information related to bid specifications, refer to Chapter 3, "The Purchasing Process".

## SPECIFICATION REQUIREMENTS CHECK LIST

- Addressing:** If your job involves a mailing, identify how addresses will be obtained, what application method will be used (label, direct impression, window, or other), and if addresses will be provided in zip code order. In 1996, the U.S. Postal Service initiated significant requirement changes which affects how postal discounts are achieved. For more information, contact your mail operations personnel, United States Postal Service representative, and/or read *Postal Requirements*.
- Agency Contact Name and Telephone Number:** All bid solicitations require a contact person, telephone number, and fax number (if applicable) in case vendors have questions regarding your job.
- Agency Name and Address:** Include your agency name and address with your bid solicitations. This information will be required for delivery and/or billing purposes.  
  
Provide the correct delivery address especially if your agency uses a satellite warehouse facility. Finally, indicate if the delivery address has any special dock requirements or considerations vendors should know about in case special trucks or equipment are needed to complete the delivery.
- Artwork:** For purposes of this manual, artwork is considered as film, camera ready art, disks, dies, samples, photos, transparencies, and digital transfers. Bid solicitations and purchase orders should specify these materials as property of the State of California and must be returned to the agency upon completion of the job. This holds true whether the artwork is supplied by the agency or created by the vendor (agencies pay for artwork to be created as part of the purchase price).
- Billing Information:** This information is needed to inform vendors as to who will pay for the job and where to mail the invoice. This is especially important if a third party will be paying the invoice. If OSP is the provider of the job, payment is automatically handled electronically through the State Controller's Office. Also, the State's Calcard program can be used to purchase printed material. Refer to Chapter 3, Step 7 for more information.
- Bindery:** Identify what type of bindery operations will be required (if any). Examples include perfect binding, saddle stitching, side stitch, folding\*, drilling\*, score or perforations, collating\*, and die cutting. Refer to the Appendix, "Illustrations".  
  
\*Refer to each requirement for more information.
- Camera Ready Art:** See *Artwork*.

- Collating:** Indicate whether your job needs to be collated. Collating is usually associated with the order in which the printed material is put together (i.e., tab dividers for a book, manual, etc.). Pagination sheets should always be included.
- Color (Ink):** Indicate the number of colors of ink and identify, if possible, the PMS ink number (see *Ink*). Black is a color.
- Color (Paper):** Indicate the color of paper to be used for cover, text, insert materials, and other special features.
- Cover Information:** If your project includes a cover, indicate whether the cover is printed on the same stock as the inside text pages. If different stock is used, be specific about what stock, color, weight, and grade is desired. Oftentimes, there are other considerations related to covers including finishing, varnish, die cutting, spine size, etc.
- Customer Supplied Materials:** If you plan to supply materials to be used in the construction of your project, be sure to include this information. Paper can be supplied to vendors if desired. If this requirement is not stated, vendors will assume they need to provide these materials and will charge the agency as part of the cost of completing the job.
- Dates:** At minimum, include bid due date and time with the job delivery date (including partial delivery dates if applicable). Keep delivery dates realistic, otherwise, expedite charges may be unnecessarily incurred.
- Delivery Instructions:** Specify the exact address where the completed job and artwork is to be delivered. In cases involving multiple addresses and/or delivery dates, indicate addresses, dates, and materials for delivery. In these situations, it is very helpful to create a delivery schedule showing how, when, and where material is allocated for delivery. See *Freight* for important “FOB” information.
- Design Features:** includes artwork, tints, bleeds, reverses, solids, crossover, butt fits, traps, folds, binding, etc.
- Dies:** See *Artwork* and Chapter 5, Section 5.2, “Industry Terms”.
- Drilling:** Normally, drilling is required for material to be inserted into binders or related type covers. Remember to specify the number of holes, diameter, and the placement where holes are to be made.
- Finishing Specialties:** Specify any required embossing, foil stamping, coating, laminating, or other special project characteristics.

- Film:** See *Artwork*.
- Folding:** Identify folding requirements. There are only two basic types of folds of which numerous variations are created. The two basic folds are parallel and right angle folds. With parallel folds, each fold is parallel to each other. Right angle folds involve two or more folds at right angles to each other. From these two folds, several variations are possible such as single folds, french folds, letter folds, roll folds, accordion folds, and others. If possible, submit a fold sample with your job. For more information about standard folds, refer to the Appendix, "Illustrations".

When designing the project, make sure any desired folds can be done within the limitations of mechanical folding, machines; otherwise, costly hand folding may be required. If uncertain, contact an OSP Customer Services Representative for assistance.

- Format:** This requirement can be used to describe general characteristics of the job, such as rounded corners, use of serial numbers, and other miscellaneous requirements.
- Freight:** Unless special circumstances exist, most bid solicitations specify delivery as 'Freight-On-Board Destination' (FOB Destination). This means that related freight charges are included in the price of the job. This option protects customers from liability for lost or damaged materials in transit. Another commonly used method for freight is FOB Shipping Point. Using this method, freight charges are directly billed to the customer from a freight carrier. Customers using this method assume the liability for lost or damaged materials. The advantage of using FOB Shipping Point is lower shipping costs which are available through the State's volume pricing and competitive analysis. To determine which method is best for you, contact the Department of General Services (DGS), Traffic Management at (916) 574-2203.

- Halftones:** Specify the number of halftones and/or duotones, and line screens. Indicate if photos are to be resized and cropped, straightedge crop, or silhouette outline halftones.
- Ink:** Indicate the number of ink colors (including black), the PMS number, whether the job requires four color process, varnishes or in-line coating (spot or overall) for front and back.

**!** **IMPORTANT NOTE:** Be sure to specify "heat resistant" or "laser safe" ink be used if your project involves additional printing by a laser or related printer. Ink smearing will likely occur during laser printing if heat resistant ink is not used. Examples include generic forms\* or certificates that receive laser printed information such as account number or recipient name.

\*All forms must be printed through OSP.

- Invoice Requirements:** Indicate your invoicing requirements including where it will be delivered, samples, proof of delivery, and return of film.
- Job Title and Description:** Generally, the title of the job is used for general reference (e.g., quarterly newsletter) for labeling cartons. Examples include Accounting Certificate, WIC Flyer, CHP Poster, etc.
- Library Distribution Act Requirements:** This is a legal requirement and is described in more detail within Chapter Three, The Purchasing Process. This requirement will add to the amount of printed material ordered. Refer to Chapter 3, Step 8. Also see *Quantity*.
- Packaging:** Indicate type of labeling (and what information should appear on labels) for boxes or other units such as pallets (pallet size may be important for warehousing purposes). Also, indicate plastic wrapping, tying, strapping, cartons, or other types of packaging if desired. Specify how many units to a package (e.g., 100 per box) or “fill carton”.
- Pages:** Provide a page count when purchasing a book or manual. Specify whether pages are one or two sided.
- Paper Stock:** Indicate the paper brand name (if important), color, grade, finish, weight, and type (e.g., text, cover, bristol, bond, etc.). Include a sample if a specific shade or weight is desired. If you are unsure of which paper is needed, consult with the designer or OSP Customer Services Representative (ask about OSP’s informative paper classes). *Specify recycled paper if appropriate* and refer to *Recycled Paper*. For more general information about paper, refer to the Appendix, “Paper Chart”.
- Perforations:** Specify placement and how many perforations per inch. Indicate the type of perforation: running perforation, skip perforation, or cross perforation. It is also helpful to indicate what mechanical processes perforations will be subjected to because it will help in determining an appropriate perforation application.
- Proofs:** Normally, proofs should be requested for customers to check and approve the job before it goes to production. If changes are made after production begins, these changes tend to be very expensive. Examples of proofs include blueline, rainbow, stats, and matchprints.
- Postage:** If your project involves a mailing, be sure to identify who pays the postage and if the vendor is required to deliver the job to the post office. If the vendor pays the postage, these costs should be included within their bid price. The method for postage payment may become an important factor (e.g., meter, permit, etc.)

- Postal Requirements:** When designing your printed material, consider whether it will be mailed. If so, contact the U.S. Postal Business Center for advice to be sure that your materials meet postal requirements. If this is left to the vendor, be sure to include postal requirements as part of their responsibility. If postal requirements are not met, substantial cost increases may result. See *Addressing*.
- Price Quotation or Estimate:** Indicate to vendors and OSP if a firm quote is needed or a rough estimate for budgeting purposes. Firm quotes are to be in writing and must not include any conditional pricing which adds to the vendor's stated price. For example, a vendor may try to make a bid price subject to future costs of paper. Bids with conditional pricing must not be accepted. Quotes are customarily valid for at least 30 days and can be specified by the agency.
- Quantity:** Specify the number of finished printed pieces to be purchased. Indicate whether you will accept "unders", "overs", or if your quantity is "firm" (unders/overs will not be accepted). Keep in mind exact counts are normally more expensive. If unders/overs are acceptable, predetermine the value of these units with the vendor. *Be sure to include enough copies to meet the requirements of the Library Distribution Act.* This is a legal requirement described in more detail within Chapter Three, The Purchasing Process.
- Recycled Paper:** The State of California offers a bid preference of ten percent (10 percent) to vendors who offer an equivalent recycled paper containing specified percentages of postconsumer and secondary waste. These percentages (in total weights) are at least 50 percent postconsumer and secondary waste with at least 10 percent consisting of postconsumer waste.

Postconsumer waste is finished material that would normally be disposed of as a solid waste, having completed its life cycle as a consumer item. Secondary waste means fragmented products of a manufacturing process converted from a virgin resource into commodity of economic value.

The maximum preference amount for recycled paper is \$100,000 for any one bid and only \$50,000 if granting the preference precludes a small business from receiving the award. The recycled paper preference is applied the same way as small business preference (refer to Chapter 3, Step 4). For more information about recycled paper, refer to California Public Contract Code 12162.

- Revision or Edition:** If your project has a revision schedule or numerous editions, be sure to indicate which revision or edition you want printed, especially if the current job will be done by a vendor who has printed past revisions or editions. If only the most recent edition is to be used, request that all previous editions or revisions be destroyed.
- Samples:** See *Artwork*. Clarify what sample(s) represents. A sample can represent a paper type, weight, color, font style, color of ink, fold, or combination of characteristics.
- Sheet:** One sheet of paper can equal as much as two pages. Provide a sheet count (one or two sided) when purchasing printed material other than a book or manual.
- Sides:** Indicate if your job is one-sided or two-sided. If two-sided, indicate whether printing is head to head, head to foot, or head to side.
- Size:** Indicate the measurements (inches) of the finished printed piece. For example, 8½" wide by 11" long. Always specify the width as the first figure.
- Unit of Measure:** If necessary, indicate the number of units per package based on warehousing and usage requirements. For example, 100 sets per package.
- Varnish:** Indicate type of varnish to be used and where it is to be applied (coverage). For example, varnish can be applied to the entire page (flood) or only in selected locations (spot).

# 5

## **Terms and Customs of the Printing Industry**

This Chapter includes the following information:

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
5.1	Introduction	5-3
5.2	Industry Terms	5-3
5.3	Industry Customs	5-12

## 5.1 INTRODUCTION

The following information presents printing industry terminology (terms) and customs and should not be confused with purchasing terms and conditions. The following industry terms and phrases are presented in alphabetical order to help users locate key concepts for purchasing printed material. These terms represent areas of design, material, and production.

The printing industry has its own set of generally accepted customs. Being aware of these customs will assist employees with purchasing efforts and when working with vendors. *It is important to note that when industry customs are in contradiction with state purchasing laws, the laws shall supersede and prevail.* Therefore, it is important to provide specific written information about these laws as part of all bid specifications and purchase orders. These documents determine how specific matters are handled with every job and vendor.

## 5.2 INDUSTRY TERMS

The following terms may not necessarily pertain to every printing job. Use this list to define and describe requirements when developing bid specifications. These definitions will also assist with readers' understanding of industry concepts.

**Against the Grain:** Folding or feeding paper at right angles to the grain direction of the paper. This can result in cracking or tearing when stock is folded.

**Author Alteration:** Changes in copy or specifications made after production has begun. Generally referred to as "AA's" or "AC's"

**Artwork:** All illustration copy used in preparing a job for printing.

**Backbone:** The back of a bound book connecting the two covers; also called spine.

**Banding:** Method of packaging printed material using paper, rubber, plastic, string, or fiberglass bands.

**Basic Weight:** The weight in pounds of a ream (500 sheets) of paper cut to a given standard size for that grade; e.g., 500 sheets 25" × 38" of 50-lb. book paper weigh fifty pounds.

**Bind:** To fasten sheets or signatures and adhere covers with glue, wire, thread, or by other means.

**Bindery:** Print shop area that does trimming, folding, binding, and other finishing tasks.

- Black-and-White:** Originals or reproductions in black ink only as distinguished from multicolor.
- Bleed:** An extra amount of printed image which extends beyond the trim edge of the sheet or page.
- Blueline:** Prepress, photographic proof where all colors show as blue image on white paper.
- Bond Paper:** A grade of writing or printing papers where strength, durability and permanence are essential requirements; used for letterheads, business forms, etc. The basic size is 17" × 22".
- Book Paper:** A general term for coated and uncoated papers. The basic size is 25" × 38".
- Bristol:** Type of board paper used for post cards, business cards, and other heavy-use products.
- Brochure:** A pamphlet bound in booklet form.
- Caliper:** The thickness of paper, usually expressed in thousandths of an inch (mils).
- Camera Ready:** Copy which is ready for photography.
- Coated Paper:** Paper having a surface coating which produces a smooth finish. Surfaces vary from eggshell to glossy.
- Collate:** In binding, the gathering of sheets or signatures.
- Color Process:** Alternate term for four color process printing.
- Color Separation:** In photography, the process of separating color originals into the primary printing color components in negative or positive form. A set of four halftone negatives for making plates for 4-color process printing.
- Condensed Type:** A narrow or slender type face.
- Continuous Tone:** A photographic image which contains gradient tones from black to white.
- Copy:** Any furnished material (typewritten manuscript, pictures, artwork, etc.) to be used in the production of printing.
- Cover Paper:** A term applied to a variety of papers used for the covers of catalogs, brochures, booklets and similar pieces.
- Crash Printing:** Letterpress printing on carbon or carbonless forms so image prints simultaneously on all sheets in the set.

- Creep:** Phenomenon of middle pages of a folded signature extending slightly beyond outside pages. This can create margin problems and must be corrected when many pages are involved.
- Crop:** To eliminate portions of the copy, usually on a photograph or plate, indicated on the original by cropmarks.
- Curl:** In paper, the distortion of a sheet due to differences in structure or coatings from one side to the other, or to absorption of moisture on an offset press.
- Die:** Sharp metal rule used for die-cutting or block of metal used for embossing or foil stamping.
- Die-Cutting:** The process of using sharp steel rules to cut special shapes for labels, boxes and containers, from printed sheets. Die-cutting can be done on either flatbed or rotary presses. Rotary die-cutting is usually done in-line with the printing.
- Die-Stamping:** An intaglio process for the production of letterheads, business cards, etc., printing from lettering or other designs engraved into copper or steel.
- Digital Plates:** Printing plates that can be exposed by lasers or other high energy sources driven by digital data in a platesetter. These plates are used with high-tech processing.
- Digital Printing:** Printing by plateless imaging systems that are imaged by digital data from prepress systems.
- Dots Per Inch (DPI):** A measure of the resolution of a screen image or printed page. Spots per inch (spi) is a more appropriate term.
- Drill:** To bore holes in paper so sheets fit over posts of loose-leaf binders.
- Drop-Out:** Portions of originals that do not reproduce, especially colored lines or background areas (often on purpose). Sometimes, this is a result of poor quality originals.
- Dry Gum Paper:** Label paper with glue that can be activated by water.
- Duplex Paper:** Paper with a different color or finish on each side.
- Embossed Finish:** Paper with a raised surface resembling wood, cloth, leather or other pattern.
- Embossing:** Impressing an image in relief to achieve a raised surface; either overprinting or on blank paper (called blind embossing).

**Engraver:** Person who makes a plate for engraving. Also may refer to trade camera service. Engraving is a method of printing using a plate, also called a die, with an image carved into it.

**Felt Side:** The smoother side of the paper for printing. The top side of the sheet in paper manufacturing.

**Flood Varnish:** To cover a sheet with ink or varnish.

**Flush Left (or Right):** In composition, type set to line up at the left (or right).

**Foil Emboss:** To foil stamp and emboss an image.

**Foil Stamping:** Method of printing on a letter press using thin metallic or pigmented film and a die.

**Folio:** The page number.

**Font:** In composition, a complete assortment of letters, numbers, punctuation marks, etc. of a given size and design.

**Format:** The size, style, type page, margins, printing requirements, etc. of a printed piece.

**Galley Proof:** A proof of text copy before being made into pages.

**Gathering:** In binding, the assembling of folded signatures in proper sequence.

**Generation:** Each succeeding stage in reproduction from the original copy.

**GBC Binding:** General Binding Corporation trade name for plastic comb binding.

**Gloss:** Characteristic of paper, ink, or varnish that reflects relatively large amounts of light.

**Goldenrod Paper:** In offset lithography, a specially-coated masking paper of yellow or orange color used by strippers to assemble and position negatives for exposure on plates.

**Grade:** One of seven major categories of paper: bond, uncoated book, coated book, text, cover, board, and specialty.

**Grain:** In paper making, the direction in which most fibers lie which corresponds with the direction the paper is made on a paper machine.

**Gripper Edge:** The leading edge of paper as it passes through a printing press. Also, the front edge of a lithographic or wraparound plate that is secured to front clamp of plate cylinder. Images cannot be printed in this area.

**Gripper Margin:** Unprintable blank edge of paper on which grippers bear, usually ½" or less.

**Groundwood Pulp:** A mechanically-prepared wood pulp used in the manufacture of newsprint and publication papers.

**Halftone:** The reproduction of continuous-tone images, through a screening process, which converts the image into dots of various sizes and equal spacing between centers.

**Hard Copy:** The permanent visual record of the output of a computer or printer. Also, the material sent to a typesetter in typed form, for conversion into typeset material.

**Hard Proof:** A proof on paper or other substrate as distinguished from a soft proof which is an image on a VDT screen.

**Head Margin:** The white space above first line on a page.

**Heat Set Web:** Web press equipped with oven to dry ink faster, thus able to print coated paper.

**Image Area:** Portion of a negative or plate corresponding to inking on paper. Portion of paper on which ink appears.

**Imagesetter:** In computer imaging, a device that outputs type, line art, and photos in position.

**Imposition:** The arranging of pages in a press form to ensure the correct order after the printed sheet is folded and trimmed.

**Impression:** In printing, the pressure of type, plate or blanket as it comes in contact with the paper.

**Index Paper:** Light weight board paper for writing and easy erasure.

**In-Plant Printer:** Department of an agency, business, or association that does the printing for the parent organization, such as OSP.

**Insert:** A printed piece prepared for insertion into a publication, another printed piece, or a mailing.

**Laid Paper:** Paper with a pattern of parallel lines at equal distances, giving a ribbed effect.

**Lamination:** A plastic film bonded by heat and pressure to a printed sheet for protection or appearance.

**LASER:** The acronym for **L**ight **A**mplification by **S**timulated **E**mission of **R**adiation. The laser is an intense light beam with very narrow band width that can produce images by electronic impulses from digital data.

**Layout:** The drawing or sketch of a proposed printed piece. In plate making, a sheet indicating the settings for a step-and-repeat machine.

**Leaders:** In composition, rows of dashes or dots to guide the eye across the page. Used in tabular work, programs, tables of contents, etc.

**Letter Press:** Method of printing from raised surfaces. A letter press is the kind of press used primarily for crash printing of numbers or for die cutting.

**Lithography:** One of the most common methods of printing which uses a chemically coated plate whose image areas attract ink and non-image areas repel ink.

**M:** Abbreviation for a quantity of 1000 sheets of paper.

**Make-Ready:** In printing, all work done to set up a press for printing.

**Matte Finish:** Dull paper finish without gloss or luster.

**Mechanical Separation:** The old camera ready copy process prepared using a separate overlay for each color to be printed. This process is rapidly being replaced by digital or disk generated technologies.

**Mimeograph:** Method of printing using a plastic stencil mounted on a rotating drum containing ink.

**Mylar:** In offset preparation, a polyester film specially suited for stripping positives because of its mechanical strength and dimensional stability.

**Negative:** In photography, film containing an image in which the values of the original are reversed so that the dark areas appear light and vice versa. Often referred to as 'film'.

**Newsprint:** Paper made mostly from groundwood pulp and small amounts of chemical pulp. Used for printing newspapers.

**Non-Impact Printer:** An electronic device like a copier, laser or ink-jet printer that created images on a surface without contacting it.

**Off-Press Proofs:** Proofs made by photomechanical or digital means in less time and at lower cost than press proofs.

**Offset:** In printing, the process of using an intermediate blanket cylinder to transfer an image from the image carrier to the substrate. Short for offset lithography. Lithographic printing transfers ink from a plate to a blanket, then from the blanket to paper.

**Open Web:** Web press without a drying oven, thus unable to print on coated paper.

**Overlay:** In artwork, a transparent covering over the copy where color break, instructions or corrections are marked. Also, transparent or translucent prints which, when placed one on the other, form a composite picture.

**Overprinting:** Double printing; printing over an area that already has been printed.

**Overrun:** In printing, copies printed in excess of the specified quantity.

**Page Count:** Total number of pages, including blanks and printed pages without numbers.

**Page Makeup:** In stripping, assembly of all elements to make up a page. In computerized typesetting, the electronic assembly of page elements to compose a complete page with all elements in place on a video display terminal and on film or plate.

**Pagination:** In computerized typesetting, the process of sequencing pages automatically to identify its location.

**Pallet:** Wooden platform used as a base for loading and moving paper and printed products.

**Perfect Bind:** To bind sheets by trimming at the spine and gluing them to a wraparound cover.

**Perfecting Press:** A printing press that prints both sides of the paper in one pass through the press.

**Pigment:** In printing inks, the fine solid particles used to give color, transparency or opacity.

**PMS:** Abbreviation for Pantone Matching System, a check standard trademark for color reproduction and color reproduction materials owned by Pantone Inc.

**PostScript:** A computer description language that allows a programmer to create complex pages using a series of commands.

**Prepress:** Camera work, stripping, plate making, and other activities by a trade camera service or printer before press work begins. Alternate term for preparation.

**Prepress Proofs:** See *Off-Press Proofs*.

**Press Check:** Event at which test sheets are examined at the press before production run begins.

**Press Proofs:** In color reproduction, a proof of a color subject made on a printing press, in advance of the production run.

**Pressure-Sensitive Paper:** Material with an adhesive coating, protected by a backing sheet until used. This process replaces dry gum material which uses moisture activated adhesive.

**Print Quality:** A term describing the visual impression of a printed piece. In paper, the properties of the paper that affect its appearance and the quality of reproduction. Quality is subjective and is the cause for most problems between customers and printers.

**Proof:** Test sheet made to reveal errors or flaws, predict results and record how a printing job is intended to appear.

**Ream:** Five hundred sheets of paper.

**Right-Angle Fold:** In binding, a term used for two or more folds that are at 90° angles to each other.

**Saddle Stitch:** To bind by stapling sheets together where they fold at the spine.

**Score:** To impress or indent a mark with a string or rule in the paper to make folding easier.

**Screen:** Piece of film with dots of uniform density, used to make plates that will print screen tints. See *Halftone*.

**Self Cover:** A cover of the same paper as inside the text pages.

**Self Mailer:** Printed piece designed to be mailed without an envelope.

**Serif:** The short cross-lines at the ends of the main strokes of many letters in some type faces.

**Shrink Wrap:** Method of tightly wrapping packages or products in plastic film.

**Side Stitch:** To bind by stapling through sheets along one edge.

**Signature:** In printing and binding, the name given to a printed sheet after it has been folded.

**Skid:** A platform support for a pile of cut sheets of paper.

**Specifications:** Complete and precise descriptions of paper, ink, binding, quantity, and other features of a printing job.

**Spine:** See *Backbone*.

**Spiral Binding:** A book bound with wires in spiral form inserted through holes punched along the binding side.

**Spot Varnish:** Varnish applied to portions of a sheet.

**Stencil:** Piece of fabric or film carrying an image for screen printing or mimeograph.

**Stock:** Paper or other material to be printed.

**Tag:** Board grade paper used for products such as tags and file folders.

**Text:** The body matter of a page or book, as distinguished from the headings.

**Toner:** Imaging material used in electrophotography and some off-press proofing systems. In inks, dye used to tone printing inks, especially black.

**Tooth:** A characteristic of paper, a slightly rough finish, which permits it to take ink readily.

**Trade Customs:** Business terms and policies followed by businesses in the same field and often codified by a trade association and generally accepted by law.

**Trade Shop:** Printer or other service working primarily for other printing professionals. Trade shops will not work directly for the end-user or agency.

**Trim Marks:** In printing, marks placed on the copy to indicate the edge of the page.

**-Up:** In printing, two-up, three-up, etc., refers to imposition of material to be printed on a larger size sheet to take advantage of full press capacity.

**Underrun:** Production run of fewer copies than the amount specified.

**Varnish:** A thin, protective coating applied to a printed sheet for protection or appearance. Also, in inkmaking, it can be all or part of the ink vehicle.

**Vellum Finish:** In paper making, a toothy finish which is relatively absorbent for fast ink penetration.

**Watermark:** Distinctive design created in paper during manufacturing.

**Web:** A roll of paper used in web or rotary printing in contrast to cut sheets for sheet fed printing.

**Web Press:** A press which prints on roll- or web-fed paper.

**Wire-O Binding:** A continuous double series of wire loops run through punched slots along the binding side of a booklet.

**With the Grain:** Folding or feeding paper into a press parallel to the grain of the paper. This is the preferred method.

**Wove Paper:** Paper having a uniform unlined surface and a soft smooth finish.

**Wrinkles:** Creases in paper occurring during printing. In inks, the uneven surface formed during drying.

**Xerography:** An electrophotographic copying process that uses a corona charged selenium photoconductor surface, electrostatic forces and dry or liquid toner to form an image.

### 5.3 INDUSTRY CUSTOMS

Every industry has practices concerning how standard business issues are handled. Practices can vary and are normally published by one or more trade associations. Some printers use these practices as policy, others simply as guidelines. Either way, printers are not obligated to follow trade customs.

In some cases, printers will alter customs to meet their particular business preferences and incorporate this information onto ordering, quotation forms, or contracts. State employees must avoid using and signing these forms or contracts. *Standard state forms and contracts must be used exclusively with all vendors.*

Knowledge of the following industry customs will be helpful when preparing print procurement requirements and when working with printers. Whenever industry customs conflict with written State purchasing requirements, the State's requirements shall prevail. *When customers use OSP for their printing needs, these customs are already factored into the State's best interests. Private sector printers are less likely to be aware of State policies.*

**!** **IMPORTANT NOTE:** *Please notice that some of the following industry customs are italicized.* Customs identified in this manner are known to be in conflict with State policies. These conflicts are explained in more detail with recommendations in the note following each conflicting custom.

Whenever State employees have questions or concerns related to printing industry customs, please contact an OSP Customer Services Representative for help. OSP staff are available and ready to provide advice and consultation.

**Accuracy of Specifications:** Quotations are based on the accuracy of the customer provided specifications. The printer can re-quote a job at the time of submission of copy, film, tapes, disks, etc. which do not conform to the information on which the original quote was based.

**Alterations/Corrections:** Alterations include all work performed in addition to the original specifications. All such work will be charged to the agency. Agencies should require printers to request permission for making changes and, if approved, provide descriptions of these changes in writing with related cost figures.

**Color Proofing:** Due to differences in equipment, paper, inks, and other conditions between color proofing and actual production, a reasonable variation in color between color proofs and the completed job is to be expected.

**Copyrights:** Customers warrant all subject matter to be printed is not in violation with a copyright held by a third party. The customer also acknowledges subject matter may not bear a copyright notice and absence of such notice does not necessarily assure the right to reproduce. The customer agrees to indemnify and hold the printer harmless for all liability, damages, and attorney fees incurred in the event of legal actions taken related to subject matter.

**Creative Work:** Sketches, copy, dummies, and other related work developed by the printer are the printer's exclusive property.

**!** **IMPORTANT NOTE:** This industry custom conflicts with State policies. All bid specifications and purchase orders must indicate *in writing* that all such materials are the property of the State of California. This will minimize confusion between the printer and the agency and allows the agency to reuse creative work with other vendors.

**Customer Furnished Materials:** Materials furnished by customers or their suppliers are verified for accuracy by the agency. The printer is not responsible for discrepancies between expected materials and actual materials.

**Delivery:** Unless otherwise specified, delivery is for a single shipment, without storage, FOB printer's dock. Title passes to the customer upon delivery to the shipping dock or upon mailing invoices, whichever occurs first.

**!** **IMPORTANT NOTE:** This industry custom partially conflicts with State policies. This conflict is related to FOB location point. In most instances, bid specifications require deliveries as FOB destination. This protects customers from taking liability of finished work before delivery.

**Electronic Manuscript or Images:** It is the customer's responsibility to maintain a copy of the original file. The vendor is not responsible for accidental damage to media supplied by the customer or for the accuracy of the furnished input or final output. Until digital input can be evaluated by the vendor, no claims or promises are made about the vendor's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

**Orders:** Fulfillment of orders is contingent on fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the vendor's control. Canceled orders are subject to compensation for costs incurred by the printer.

**Outside Purchases:** Unless otherwise agreed to in writing, all outside purchases as requested or authorized by the customer are chargeable.

**Over-Runs or Under-Runs:** Overruns or under-runs will not exceed 10 percent of the quantity ordered. The printer will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the customer must indicate the quantity is "firm" or zero variance will be accepted. Customers should realize that "firm" and "zero variance" orders may include premium charges.

! **IMPORTANT NOTE:** When agencies work with OSP, overruns are not charged to the agency. Private printers may not inform customers in advance of quantity differences within ten percent ( $\pm$ ) and will charge for these differences accordingly.

**Preparatory Materials:** Artwork, type, film, tapes, disks, and all other items supplied by the printer remain the printer's exclusive property.

! **IMPORTANT NOTE:** This industry custom conflicts with State policies. All bid specifications and purchase orders must indicate in writing all such materials are the property of the State of California. This will minimize potential confusion.

**Prepress Proofs:** The printer will submit prepress proofs along with the original copy for the customer's review and approval. Corrections will be returned to the printer on a master set marked "OK", "OK with corrections", or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. *The printer will not be responsible for undetected production errors per the following:*

- Proofs are not required by the agency
- Work is printed per the customer's OK
- Requests for changes are communicated orally

**Press Proofs:** Press proofs will not be furnished by the vendor unless they are required in writing within the customer's bid requirements. Any press time lost or alterations/corrections made because of a customer delay or change in mind will be charged at the vendor's current rates.

**Production Schedules:** Production schedules will be established and followed by both the customer and printer. In the event production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation.

**Quotations:** Written quotations are normally valid for 30 days unless otherwise specified. For more information, refer to "Accuracy of Specifications" located within the Industry Customs section of this chapter.

**Storage:** The printer will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period of time at additional charge.

**! IMPORTANT NOTE:** This industry custom partially conflicts with State policies due to the second sentence. All such materials should be returned to the State, not held by the printer. All bid specifications and purchase orders must indicate in writing that all such materials are the property of the State of California.

**Taxes:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer.

**Terms/Claims/Liens:** Payment is net cash in 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than ten calendar days after delivery. If no such claims are made within the given time frame, the vendor and customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the vendor's performance has fully satisfied all terms, conditions and specifications.

**! IMPORTANT NOTE:** State of California policy does not limit or place time restrictions for claims of defects, damages, or shortages. Vendor deliveries are considered acceptable until otherwise notified.

# 6

## Private Sector Advertising

This Chapter includes the following information:

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
6.1	Introduction	6-3
6.2	Advertising in State Publications	6-3
6.3	Whom to Contact	6-3

## 6.1 INTRODUCTION

In July 1996, the California State Legislature granted OSP special authorization to print paid advertising in state publications. The objective of this program is to improve the cost effectiveness of state government by using funds from advertisers to offset the costs of printing state publications. This change allows state agencies to reduce their printing budgets.

## 6.2 ADVERTISING IN STATE PUBLICATIONS

Authorization for state agencies to utilize advertising in state publications is tied to the OSP performance budget code, therefore, *paid advertising can only be printed by OSP. Agencies cannot include paid advertisements in publications which are contracted directly to private vendors without special authorization from the Legislature.*

All advertisements used in state publications must be in good taste and have the prior approval of the customer. The following subjects or types of advertisements will not be permitted (except when advertisers products/services relate to agency goals):

- Abortion
- Ballot Measures
- Controversial Issues
- Religious
- Political
- Alcoholic Beverages
- Contrary to Agency Goals
- Gambling
- Tobacco
- Personal or Offensive

## 6.3 WHOM TO CONTACT

This is a new venture for California State Government and OSP. Details of the program are still being developed. A Department of General Services advertising pilot project will be completed early in 1997. After that, OSP will begin advertising activities with other agencies. If you are interested in learning more about placing money saving advertising in your publications, please contact your OSP Customer Services Representative.

# 7

## Reference Information

This Chapter includes the following information:

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
7.1	Introduction	7-3
7.2	Publications, Periodicals, and Manuals	7-3
7.3	Trade Associations	7-4

## 7.1 INTRODUCTION

During the development of this manual, several publications, periodicals, and other manuals were used to provide an overall picture of the printing procurement process. References include printing industry publications and periodicals as well as administrative manuals from the State of California and other states. As indicated throughout this manual, some of these references should be used for more information and for improved understanding of related topics.

In addition to publications, periodicals, and manuals, the printing industry includes several trade associations. These associations are helpful in providing industry information through books, classes, seminars, conferences, meetings, and certification programs. A list of associations is also included in this chapter.

## 7.2 PUBLICATIONS, PERIODICALS, AND MANUALS

Below is an alphabetical list of available publications, periodicals, and manuals known to have helpful information. To obtain copies of these documents, please refer to each listing for instructions. OSP does not endorse any privately produced publications.

### **Distributing State Publications**

California State Library. To order, call (916) 653-0085.

### **Excerpts of California Codes Relating to State Purchasing**

Department of General Services, Procurement Division. For more information, call (916) 445-2829.

### **Getting It Printed**

Published by North Light Books, written by Mark Beach. To order, call a local bookstore such as Barnes and Noble, Borders Books, Tower Books, or Waldenbooks.

### **Printing Impressions**

Published 24 times annually. To order, call (215) 238-5376

### **Pocket Pal**

International Paper Company. To order, call (901) 373-4086 (prepay item) or contact OSP at (916) 445-6020.

### **PINC Print Buyers Guide**

Printing Industries of Northern California. To order, call (415) 495-8242.

**State Administrative Manual**

Department of General Services, Office of Information Services. To order, call (916) 327-8908 or 323-2102.

**State Contracting Manual**

Department of General Services, Office of Legal Services. To order, call (916) 445-4084 or use the Internet at [www.dgs.ca.gov/legal/](http://www.dgs.ca.gov/legal/).

**State Purchasing Guidebook**

Department of General Services, Procurement Division. Availability of this manual is anticipated in 1997. For more information, call (916) 445-2829.

## 7.3 TRADE ASSOCIATIONS

Below is a list of printing industry associations. There are dozens of industry associations around the United States; however, the following list represents only those that are located within California or have cooperative arrangements with associations in California. All of these associations can provide more information and education related to the printing industry.

**Graphic Arts Institute**

(GAI)

665 Third Street, Suite 50  
San Francisco, CA 94107-9705  
(415) 543-9211  
[www.gai.org](http://www.gai.org)

**International Association of Printing House Craftsmen Northern California**

(IAPHC)

PO Box 15055  
Sacramento CA 95851-0055  
(916) 486-4695

**National Association of Printers and Lithographers**

(NAPL)

780 Palisade Ave.  
Teaneck, NJ 07666  
(800) 642-6275  
[www.napl.org](http://www.napl.org)

**National Association of Quick Printers****(NAQP)**

401 North Michigan Ave.  
Chicago, IL 60611  
(800) 234-0040

**Print Buyers Association**

(sponsored through PINC)

665 Third Street, Fifth Floor  
San Francisco, CA 94107-9705  
(415) 495-8242

**Printing Industries of California****(PIC)**

5800 South Eastern Ave., Suite 400  
Los Angeles, CA 90040  
(213) 728-9500

**Printing Industries of Northern California****(PINC)**

665 Third Street, Suite 500  
San Francisco, CA 94107-9705  
(415) 495-8242  
[www.pinc.org](http://www.pinc.org)

**Printing Industries Association of Southern California****(PIASC)**

5800 South Eastern Ave.  
Los Angeles, CA 90091  
(213) 728-9500

**XPLOR International, The Electronic Document Systems Association****(XPLOR)**

24238 Hawthorne Blvd.  
Torrance, CA 90505-6505  
(310) 373-3633

# **A**ppendix

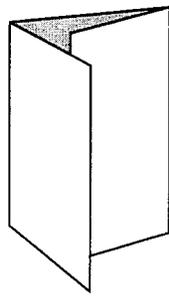
The Appendix includes the following information:

<b>SECTION</b>	<b>DESCRIPTION</b>
A.1	Illustrations
A.2	Paper Chart
A.3	Sample Bid Specification Sheets
A.4	Sample Bid Award
A.5	Standard Terms and Conditions

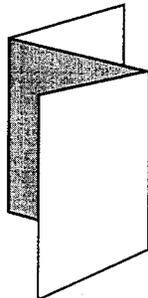
## APPENDIX A.1 ILLUSTRATIONS



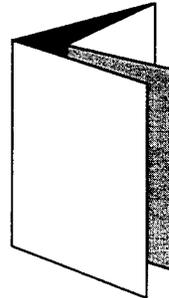
4-page



6-page letter



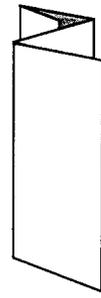
6-page accordion



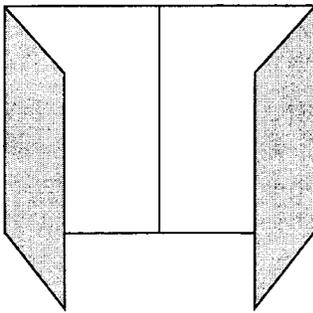
8-page parallel



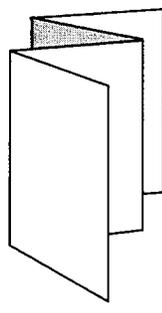
8-page french



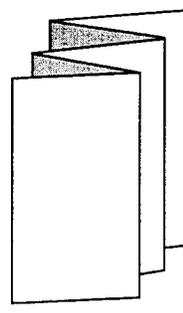
8-page map



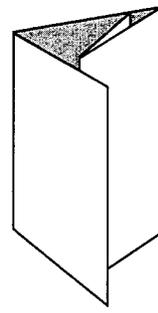
8-page gate



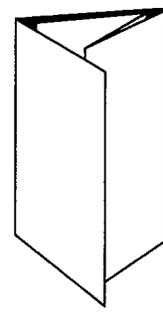
8-page accordion



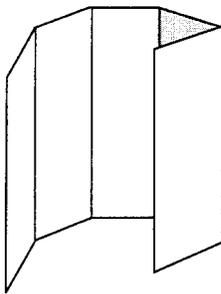
10-page accordion



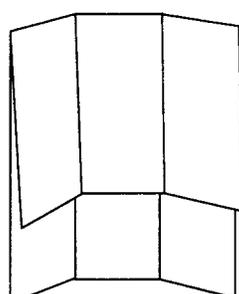
8-page roll



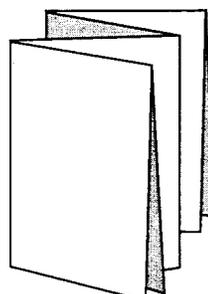
10-page parallel



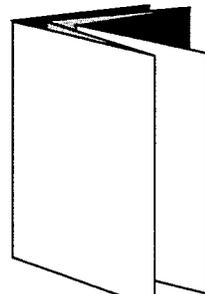
12-page roll



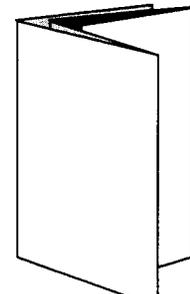
12-page broadsheet



16-page broadsheet



16-page signature

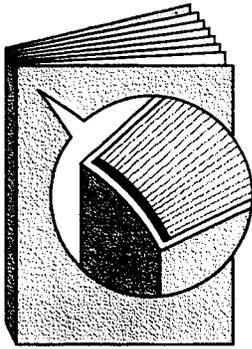


12-page signature

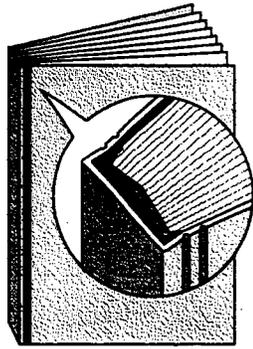
**9-4 Common Folds** Referring to folds by their standard names helps you communicate clearly. But provide a folding dummy as well. A folding dummy also helps you find a vendor able to produce your product quickly and within budget.

Binderies and printers can do many folds not shown here, although they may have problems with especially light or heavy paper.

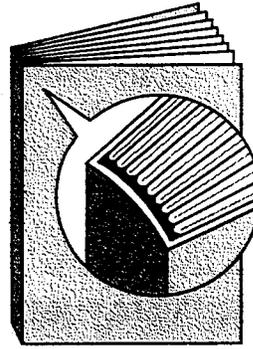
## APPENDIX A.1 ILLUSTRATIONS



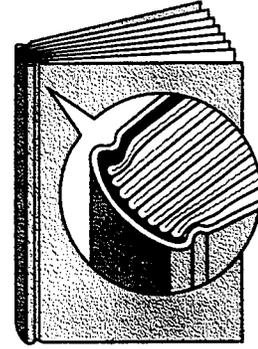
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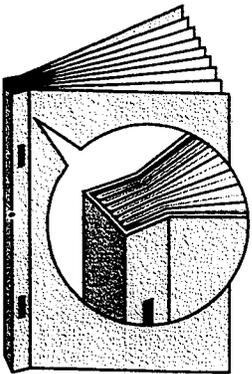
lie flat perfect



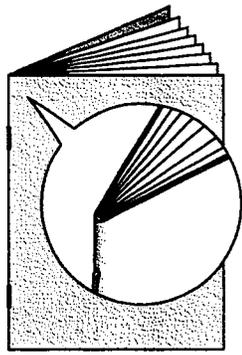
burst perfect



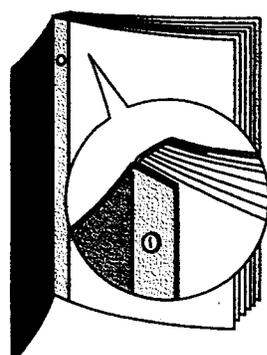
case



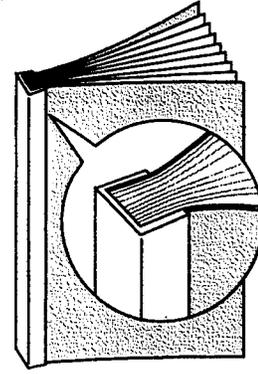
side stitch



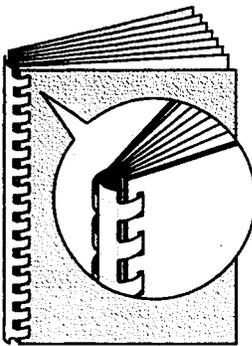
saddle stitch



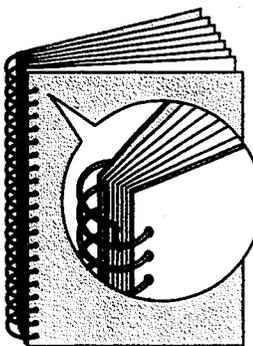
screw and post



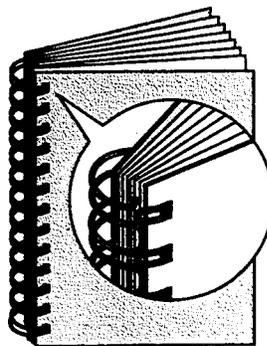
plastic grip



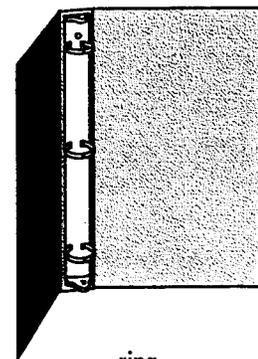
comb



spiral



double-loop wire



ring

**Common Binding Methods** These twelve binding methods are commonly available at binderies and from printing companies. Each has pros and cons, depending on page count, kind of paper and how readers use your product.

## APPENDIX A.2 PAPER CHART

<i>Grade and Basic Size</i>	<i>Common Names</i>	<i>Features</i>	<i>Surfaces</i>
<i>Bond</i> 17 x 22	bond, ditto, erasable, forms, ledger, mimeo, onionskin, photocopy, rag, writing	lightweight, matching envelopes, pastels, light colors, watermarked	cockle, laid, linen, parchment, ripple, wove
<i>Uncoated Book</i> 25 x 38	book, offset, opaque	easy folding, wide range of colors	antique, smooth, vellum, wove
<i>Text</i> 25 x 38	text	deckle edged, textured, wide range of colors	antique, embossed, felt, laid, linen, vellum
<i>Coated Book</i> 25 x 38	coated offset, dull, enamel, gloss, matte, slick	good ink holdout, ink gloss, smooth surfaces, usually white only	cast, dull, embossed, gloss, matte
<i>Cover</i> 20 x 26	bristol, CIS, C2S, cast coat, cover, text cover	durable, stiff, strong	<i>uncoated:</i> antique, embossed, felt, laid, linen smooth, vellum, wove; <i>coated:</i> cast, dull, embossed, gloss, matte
<i>Board</i>	blanks, bristol, board, card, chip, index, plate railroad, sulphite, tag	stiff, strong, thick, variety of colors and surfaces	coated, embossed, plate, vellum, water resistant
<i>Specialty</i>	carbonless	standard colors	wove
	kraft	brown or manila, opaque, strong	vellum
	gummed, label, pressure sensitive, self-adhesive	variety of colors, glues, and surfaces	<i>uncoated:</i> English finish, vellum; <i>coated:</i> dull, gloss; <i>synthetic:</i> acetate, Mylar, vinyl
	newsprint	inexpensive, lightweight	vellum
	synthetic	durable, tearproof, water resistant	smooth, textured

**Guide to Printing Papers** This chart summarizes the characteristic and uses of printing paper. Use it to stimulate ideas and inquiries, not as an exclusive guide to ordering paper. Keep in mind that not all paper in a grade comes in every combination of size, weight, color and finish. Most merchants, however, can supply paper of each grade in the most common sizes, weights and calipers.

## APPENDIX A.2 PAPER CHART

<i>Standard Sizes</i>	<i>Weights</i>	<i>Thickness Range</i>	<i>Uses</i>
8½ x 11, 8½ x 14, 11 x 17, 17 x 22, 17 x 28, 19 x 24, 19 x 28, 22 x 34, rolls	9, 12, 16, 20, 24, 28	.002-.006	certificates, directories, fliers, forms, handbills, letterheads, newsletters, photocopy, quick printing, resumes
17½ x 22½, 23 x 29, 23 x 35, 25 x 38, 35 x 45, 38 x 50, rolls	30, 32, 35, 40, 45, 50, 60, 70, 80	.003-.006	books, brochures, calendars, catalogs, direct mail, fliers, manuals, newsletters, programs, rate books
17½ x 22½, 23 x 35, 25 x 38, 26 x 40	70, 75, 80, 100	.005-.008	annual reports, announcements, art reproductions, books, brochures, calendars, posters, self-mailers
19 x 25, 23 x 29, 23 x 35, 25 x 38, 35 x 45, 38 x 50, rolls	<i>sheets:</i> 60, 70, 80, 100, <i>rolls:</i> 40, 45, 50, 60, 70, 80, 100	.003-.007	annual reports, books, brochures, calendars, catalogs, directories, direct mail, magazines, newsletters, newspaper inserts, posters
20 x 26, 23 x 35, 25 x 38, 26 x 40	56, 80, 100; <i>calipers:</i> .007, .008, .010, .012, .015	.006-.015	business cards, calendars, covers for annual reports, books, catalogs, and directories, folders, greeting cards, invitations, menus, point-of- purchase displays, postcards, posters, table tents, tickets
22 x 28, 22½ x 28½, 23 x 29, 23 x 35, 24 x 36, 25½ x 30½, 28 x 44	67, 90, 100, 110, 125, 140, 150, 175; <i>ply:</i> 4, 6, 8, 10, 14	.006-.050	business-reply cards, covers, displays, file folders, paper boxes, signs, screen-printed posters, tags, tickets
bond sizes	12½ – 38	.003-.007	forms
rolls	30, 40, 50	.003-.006	bags, envelopes, fliers
17 x 22, 20 x 26, 24 x 30, rolls	60, 70	various	labels, signs, stickers
rolls	30	.003	directories, fliers, newspapers, tabloids
23 x 35, 25 x 38, 35 x 45, rolls	various	.003-.010	banners games, maps, tags

# APPENDIX A.3 SAMPLE BID SPECIFICATION SHEET

## Overview

---

Organization name \_\_\_\_\_

Address \_\_\_\_\_

Contact person \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

PO # \_\_\_\_\_ Date \_\_\_\_\_ Customer # \_\_\_\_\_

Job name \_\_\_\_\_ Job # \_\_\_\_\_

Date quote needed \_\_\_\_\_ Job to printer \_\_\_\_\_ Delivery needed \_\_\_\_\_

new job  exact reprint  reprint with changes Previous job # \_\_\_\_\_

*Comments*

## Prepress

---

Proofs and plate-ready  film  electronic files supplied to printer's specifications

Prepress service \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Job # \_\_\_\_\_

*Comments*

## Printing

---

Quantity 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

*Comments*

Quality  basic  good  premium  showcase

*Comments*

Format Trim size \_\_\_\_\_ x \_\_\_\_\_ Page count \_\_\_\_\_  bleeds (see mockup)  plus cover  self-cover

*Comments*

**Ink colors**

side one

side two

cover

\_\_\_\_\_

\_\_\_\_\_

text

\_\_\_\_\_

\_\_\_\_\_

insert

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Comments*

## APPENDIX A.3 SAMPLE BID SPECIFICATION SHEET

Coating  varnish  UV  aqueous  spot  flood  dull  gloss  tint \_\_\_\_\_

*Comments*

Other printing  die cut  foil stamp  emboss/deboss  other \_\_\_\_\_

*Comments*

### Paper

	weight	brand	color	finish	grade
cover	_____	_____	_____	_____	_____
text	_____	_____	_____	_____	_____
insert	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Show cost of paper separately  no  yes

Suggest alternate stock(s)  no  yes

*Comments*

### Finishing and binding

trim to \_\_\_\_\_ x \_\_\_\_\_ fold to \_\_\_\_\_ x \_\_\_\_\_ type of fold \_\_\_\_\_

see dummy  score  perforate  drill  punch  number  film laminate

plastic comb  spiral plastic  spiral wire  double loop wire  paste  saddle stitch

side stitch  perfect  burst perfect  lay flat  case binding side \_\_\_\_\_

*Comments*

### Packing and delivery

Label cartons/pallets \_\_\_\_\_

bulk pack  band  shrink wrap in bundles of \_\_\_\_\_ maximum carton weight \_\_\_\_\_

pallet pack maximum pallet size/weight \_\_\_\_\_

will call  deliver  ship via \_\_\_\_\_

*Comments*

## APPENDIX A.4 SAMPLE BID AWARD

Each of the following examples show primary comparisons between prices and delivery dates. *These examples assume that all other bid requirements are met and are equal for each bid.* Actual bid comparisons may reveal deviations from bid specifications such as, but not limited to, paper bindery, and other physical characteristics of your job. Normally, bids containing deviations from bid specifications are considered non-compliant and are not awarded the order.

These examples are based on a *required delivery date of February 1st*. Note: bids are normally given in pre-sales tax and procurement fee figures.

### EXAMPLE 1:

	PRICE	PROPOSED BID DELIVERY DATE
<b>OSP:</b>	<b>\$2,000</b>	<b>February 1st</b>
Vendor B:	\$2,200	February 1st
Vendor C:	\$3,000	February 1st

In Example 1, OSP should win the purchase order because OSP offered the lowest priced compliant bid.

---

### EXAMPLE 2:

	PRICE	PROPOSED BID DELIVERY DATE
Vendor A:	\$2,000	February 5th
<b>Vendor B:</b>	<b>\$2,200</b>	<b>February 1st</b>
OSP:	\$3,000	February 1st

In Example 2, Vendor B should win the purchase order because Vendor A is non-compliant based on delivery date. Vendor B, adding sales tax and procurement fee, is still lower than OSP.

---

### EXAMPLE 3:

	PRICE	PROPOSED BID DELIVERY DATE
Vendor A:	\$10,000	February 1st
Vendor B:	\$10,200	February 1st
<b>OSP:</b>	<b>\$10,600</b>	<b>February 1st</b>

In Example 3, OSP should win the job because bids submitted from Vendor A and Vendor B are subject to 7.75 percent sales tax and a 1.21 percent DGS procurement fee. These percentages increase Vendor A's bid price to \$10,896. OSP does not charge sales tax or the DGS fee for jobs performed in-house.

---

### EXAMPLE 4:

	PRICE	PROPOSED BID DELIVERY DATE
Vendor A:	\$5,000	February 1st
<b>Vendor B*:</b>	<b>\$5,200</b>	<b>February 1st</b>
OSP:	\$6,600	February 5th

\*Vendor B is a certified small business with the State of California

In Example 4, Vendor B should win the purchase order because of the 5 percent small business preference. Using the preference, Vendor B's bid is considered to be \$4,950; however, the agency will actually pay \$5,200 for the completed job. Refer to Chapter 3, Step 4.

# APPENDIX A.5 STANDARD TERMS AND CONDITIONS

State of California—Office of Procurement  
GSOP 182 (Rev. 3/94)

## GENERAL PROVISIONS

### 1. PREPARATION OF BIDS:

(a) The failure to read and examine any instructions, specifications and drawings will be at the bidder's own risk.

(b) All prices and notations must be printed in ink or typewritten. Corrections should be printed in ink or typewritten.

(c) All bids submitted, including facsimile bids, must indicate unit prices for each separate line item quoted and totaled. Unit prices may not be more than four (4) places to the right of the decimal point (for example, a unit price of \$.56723 per item would exceed this limitation and would not be acceptable). Unit prices which exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes (using the example just cited, the "3" at the end of the unit price would be truncated—dropped off—leaving a unit price of \$.5672 per item).

(d) In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.

(e) Any reference to brand names and numbers in the Invitation for Bids (**IFB**) is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands. Unless the bidder specifies otherwise in his/her bid, it is understood that the bidder is offering a referenced brand item as specified in the **IFB**. The State reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The State may require a bidder offering a substitute to supply additional descriptive material and a sample (see Paragraph 12 "SAMPLES").

(f) Time of delivery is a part of the bid and must be adhered to. Time, if stated as a number of days, shall mean calendar days.

(g) In the event a contractor believes that the State's **IFB** is unfairly restrictive, he/she should bring it to the immediate attention of the State Office of Procurement either by telephone, facsimile, letter or visit, in order that the matter may be fully considered and appropriate action taken by the State prior to the closing time set for bids.

### 2. REMOVAL OF NAMES FROM THE BIDDERS' LIST:

The Department of General Services may remove the name of any contractor from its lists of prequalified bidders under any one or more of the following conditions:

(a) A contractor's past performance on State contracts has demonstrated a lack of reliability in complying with and completing such contracts.

(b) A contractor specifies, in writing, that he/she wishes to be removed from the list.

### 3. SUBMISSION OF BIDS:

(a) Bids must be signed and sealed with the **IFB** number, bidder's name and address, and the closing date on the outside of the envelope.

(b) Bids and modifications or corrections thereof received after the closing time specified will not be considered.

(c) Only bids submitted on bid forms furnished by the State will be considered. The State reserves the right to consider facsimile bids if received prior to the closing time specified and if submitted on those bid forms furnished by the State.

### 4. UNFAIR PRACTICES ACT AND OTHER LAWS:

(a) Bids shall be in accordance with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all other applicable State and Federal laws and regulations.

(b) Unless the contract is less than \$5,000.00 or with a sole source contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or Federal air or water pollution control laws. If such determination is final, Government Code Section 4481 requires the State Water Resources Control Board and the Air Resources Board to notify State agencies of such persons.

### 5. NONDISCRIMINATION CLAUSE:

(a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(b) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

### 6. TAXES, FEES, EXPENSES AND EXTRAS:

(a) Articles sold to the State are exempt from certain Federal Excise Taxes. The State will furnish an exemption certificate.

(b) The State will reimburse the contractor for all California state and local sales and use taxes applicable to the purchase or use of the items by the State, but the amount of those taxes must not be included in the prices quoted by the bidder. Rather, the amount of those taxes must be included in the invoice to the State (i.e. the purchasing agency). It is the contractor's sole responsibility to timely invoice the State for any California state and local sales and use taxes which are applicable to this transaction.

(c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the bid, subject to the provisions of this paragraph and of Paragraph 8 "AWARD OF CONTRACTS" below.

(d) Unless otherwise specified in the contract, on "FOB Shipping Point" transactions the contractor shall arrange for the lowest cost transportation, prepay and add freight to the invoice, and furnish supporting freight bills over \$25.00.

(e) Shipments that are California intrastate in nature and where freight is to be borne by the State shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

## APPENDIX A.5 STANDARD TERMS AND CONDITIONS

(f) On "FOB Shipping Point" transactions, should any shipments under this contract be received by the State in a damaged condition (and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material), contractor, on request of the State, shall, at contractor's own expense, assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

### 7. BONDS:

The State reserves the right to require a performance bond from the contractor in an amount not to exceed the total amount of the contract. In the event a bond is required by the State, which has not been expressly required in the **IFB**, the State will reimburse the contractor, as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

### 8. AWARD OF CONTRACTS:

(a) Contracts will be made or entered into with the lowest responsible bidder meeting specifications, unless otherwise stated in the **IFB**. Where more than one item is specified in the **IFB**, the State reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items, unless otherwise expressly stated in the **IFB**.

(b) Unless the bidder specifies otherwise in his bid, the State may accept any item or group of items in any bid. The State reserves the right to modify or cancel, in whole or in part, its **IFB**.

(c) The State reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

(d) A written contract (i.e. a purchase order) mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bids results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

(e) The contract shall not be assignable by the contractor, in whole or in part, without the written consent of the State—such consent not to be unreasonably withheld (see Paragraph 14 "DISCOUNTS" for award policy).

### 9. GENERAL INDEMNITY:

The contractor shall indemnify and save harmless the State, and its officers and employees, from and against any and all claims, demands, suits, loss, damage, injury and liability, including costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the contract except for liability arising out of or resulting from the sole negligence or willful acts of the State, its officers, agents and employees.

### 10. PATENT INDEMNITY:

The contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Bidders may be required to furnish a bond or other indemnification to the State against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement

### 11. COVENANT AGAINST GRATUITIES:

The contractor shall warrant that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the contractor, or any agent or representative of the contractor to any officer or employee of the State with a view toward securing the

contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market those items which the contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### 12. SAMPLES:

(a) Samples of items, when required by the **IFB**, must be furnished free of expense to the State and, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the bidders expense. The sample or samples furnished shall be identical in all respects to the product or products being offered to the State in its **IFB**.

(b) Bidder's offering products of a different manufacturer and model number than those specified in the **IFB** may be required to submit samples for specification compliance testing in order for the State to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the State as indicated by the manufacturer and model number specified in the **IFB**.

### 13. RIGHTS AND REMEDIES OF THE STATE FOR DEFAULT:

(a) In the event any item furnished by the contractor in the performance of the contract (i.e. the purchase order) should fail to conform to the specifications thereof, or to the sample submitted by the contractor, the State may reject the item. It shall thereupon become the duty of the contractor to reclaim and remove the item forthwith, without expense to the State, and to immediately replace all such rejected items with others conforming to such specifications or samples. Should the contractor fail, neglect or refuse to do so, the State shall have the right to purchase, in the open market, a corresponding quantity of any such items and to deduct, from any moneys due or that may thereafter become due to the contractor, the difference between the price stated in the contract (i.e. the purchase order) and the actual cost to the State.

(b) In the event the contractor should fail to make any specified delivery of any item, the same conditions as to the rights of the State to purchase in the open market and to collect a reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, Act of God or of the Government.

(c) In the event of the cancellation of the contract (i.e. the purchase order), either in whole or in part, by reason of default or breach by the contractor, any loss or damage sustained by the State in reprocurring those items which the contractor therein agreed to supply shall be borne and paid for by the contractor.

(d) The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### 14. DISCOUNTS:

(a) In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from the date of delivery of the materials, supplies, equipment, or services as specified, or from the date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision by the State is made for a testing period preceding acceptance (by the State), date of delivery shall mean the date the materials, supplies, equipment, or services are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

(b) Cash discounts of less than twenty (20) days or less than one half of one percent will not be considered in evaluating offers for award purposes unless otherwise specified by the State in its **IFB**. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

## APPENDIX A.5 STANDARD TERMS AND CONDITIONS

### 15. JOINT BIDS:

A joint bid (two [2] or more bidders quoting jointly on one bid) may be submitted and each participating bidder must sign the joint bid. If the contract is awarded to joint bidders, it shall be one indivisible contract and each bidder will be jointly and severally liable for the performance of the entire contract. The joint bidders must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint bidders.

### 16. ASSIGNMENT OF ANTITRUST ACTIONS:

The following provisions of Government Code Section 4552, 4553, and 4554 shall be applicable. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon written demand by the assignor, the assignee shall, within one year from such a demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

### 17. FINDING OF CONTEMPT OF COURT PERJURY:

In submitting a bid it is understood by the bidder, under penalty of perjury, that no more than one final, unappealable finding of contempt of court, by a Federal court, has been issued against the bidder within the immediately preceding two-year period because of the bidder's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Government Code Section 14780.5.

### 18. REQUIRED PAYMENT DATE:

If the contractor is a nonprofit organization and the contract value is less than \$500,000.00, or if the contractor is a certified small business, payment is due thirty (30) days from the date the materials, supplies, equipment or services are received and accepted by the State or thirty (30) days from the date a correct invoice is received in the office specified by the State, whichever is later. Payment is due to any other contractor sixty (60) days from the date the materials, supplies, equipment or services are received and accepted by the State or sixty (60) days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the materials, supplies or equipment are accepted by the State during the specified testing period.

### 19. AUDITS:

The parties to all contracts involving an expenditure of State funds in excess of \$1 0,000.00 shall be subject to examination and audit by the Office of the State Auditor for a period of three years after final payment under the contract.

### 20. DRUG-FREE WORKPLACE CERTIFICATION:

By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

(b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) the dangers of drug abuse in the workplace;
- (2) the person's or organization's policy of maintaining a drug-free workplace;
- (3) any available counseling, rehabilitation and employee assistance programs; and,
- (4) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

- (1) will receive a copy of the company's drug-free policy statement; and,
- (2) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract, termination of the contract, or both and the contractor or grantee may be ineligible for award of any future State contracts if the Department determines that any of the following has occurred:

- (a) the contractor or grantee has made a false certification, or
- (b) the contractor or grantee violates the certification on by failing to carry out the requirements as noted above.

### 21. NONCOLLUSION AFFIDAVIT:

By signing this bid, the bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bidder certifies that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding. The bidder certifies that he/she has not in any manner, directly or indirectly, sought agreement, communication, or conference with another to fix his/her bid price or that of any other bidder, or to fix any overhead, profit, or cost element of his/her bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract. The bidder also certifies that all statements contained in the bid are true and that the bidder has not, directly or indirectly, disclosed his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.