

# **RFP FORMS "CS" SERIES**

## **C O N T R A C T**

PRINTING, BINDING, PACKAGING, AND DELIVERING THE  
2007 IOWA ACTS AND THE 2007 CODE SUPPLEMENT

### **CS-2 CONTRACT FORM**

**Combined Contracts  
(1) Acts and (2) Code Supplement**

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**REQUEST FOR PROPOSALS (FORMS CS-2)  
 CONTRACT FORMS 2007 IOWA ACTS & 2007 CODE SUPPLEMENT**

**CONTRACT**

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# REQUEST FOR PROPOSALS (FORMS CS-2) CONTRACT FORMS 2007 IOWA ACTS & 2007 CODE SUPPLEMENT

## I. INTRODUCTION

- A. *Parties.*** The parties to this contract are the Legislative Services Agency, herein referred to as the "Agency," an organization created under the jurisdiction of the Iowa General Assembly pursuant to Code of Iowa § 2A.1 and identified with the Federal Employer Identification Number 42-6022199, and West Publishing Corporation (Thomson West), referred to as "Contractor," a business located in Eagan, Minnesota and identified with Federal Identification Number 41-1426973.
- B. *Two Books (Acts and Code Supplement).*** For the convenience of the parties, this form includes provisions governing production materials, standards of workmanship and schedules associated with the production and delivery of two publications: (1) The Iowa Acts, herein referred to as the "Acts", and (2) The Iowa Code Supplement, herein referred to as the "Code Supplement" (abbreviated as "CS"). Each publication is referred to as a "book."
- C. *Contractor Agrees to Produce and Deliver One or Both Items.*** The Contractor agrees to produce and deliver the Acts and Code Supplement according to the provisions of this contract.

## II. DEFINITIONS

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

- A. *"Acts"*** means the Acts and Joint Resolutions (Session Laws), a single-volume, loose spine, case bound book including statutory provisions as enacted or item vetoed during a regular session and any extraordinary session of that General Assembly, together with miscellaneous materials, tables, and an index, that is published each year under the direction of the Iowa Code Editor pursuant to Code of Iowa Chapter 2B.
- B. *"Book"*** means any of the following:
- 1. *Acts.*** The printed, finished, and bound edition of the 2007 Edition of the Acts.
  - 2. *Code Supplement.*** The printed, finished, and bound edition of the 2007 Iowa Code Supplement.
- C. *"Code of Iowa"*** means the 2007 Edition of the Code of Iowa published as a seven-volume, loose spine, case bound set of books including six volumes of statutes and miscellaneous materials and a one-volume tables and index. The Code of Iowa is published during each even-numbered year under the direction of the Iowa Code Editor pursuant to Chapter 2B of that publication.
- D. *"Code Supplement"*** means the Iowa Code Supplement, a single-volume, perfect bound, softcover book containing statutes and miscellaneous materials, including various tables and an index, that supplements the Code of Iowa, and is published during odd-numbered years under the direction of the Iowa Code Editor pursuant to Code of Iowa Chapter 2B.
- E. *"Contract Price"*** means the total amount of money owed to the Contractor for the production and delivery of all books which are part of the Acts or the Code Supplement, accepted by the Agency as described in Part IX, Paragraph "A", and as provided in Part IX, Paragraph "C".



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- F. **"Delivery"** means the physical or electronic transmission of communications, composed pages, a production item, or book by one party to another party as provided in Part V, or payment as provided in Part IX. Delivery is accomplished by receipt.
- G. **"Production"** includes all necessary and customary work using production materials and relating to the design, composition, creation, manufacture, or reproduction of (1) Production items, such as a sample cover, sets of press proofs, or set of assembled pages, or (2) Books, including book pages, decoration of book covers, and the binding and the finishing of books.
- H. **"Production Item"** means a sample cover, set of press proofs, or a set of assembled pages which are required to be produced by the Contractor for the Agency and delivered by the Contractor to the Agency as provided in this contract.
- I. **"Production Material"** includes but is not limited to any material such as paper, ink, covering, fabric and binding, stitching, glue, casing, boards, dies, or stamps which are necessary to produce a production item or book as provided in this contract.
- J. **"Sample Cover"** means a production item that is (1) A preliminary paper proof cover (sometimes referred to as a "laser proof") that illustrates how the books' covers will appear when the books are bound, which is produced and delivered during the trial performance period as provided in Part VI, Paragraph "A", or (2) A finished sample cover that is an exact replica of the books' covers which are produced and delivered during the standard performance period as provided in Part VII, Paragraph "A".
- K. **"Set of Assembled Pages"** (sometimes referred to as a set of "cut copy pages") means a production item that is a grouping of loose book pages, sequentially arranged by page number, and that when collated will constitute a complete book which is produced and delivered during the standard performance period as provided in Part VII, Paragraph "C".
- L. **"Set of Press Proofs"** means a production item that is a set of sheets of paper which replicate the Agency's composed pages and show how book pages will appear when published as part of the book, and includes (1) A set of press proofs which are produced from various types of test composed pages selected by the Agency during the trial performance period as provided in Part VI, Paragraph "B", and (2) A set of press proofs which are produced from sequentially collated composed pages (divided by signature or parts of signatures) during the standard performance period as provided in Part VII, Paragraph "B".
- M. **"Workmanship"** includes all aspects of labor and mechanical, chemical, or computer processes used to compose, create, or manufacture a production item or book using production materials. "Workmanship" includes but is not limited to the effort required to produce the appearance, sturdiness, and durability of a book; the quality of a production item or book, including but not limited to its binding, the appearance and placement of images on press proofs and book pages, the placement of impressions and foils on a book's cover, and the alignment and cut of the book pages; the composition, color, legibility, crispness of text and artwork, and any necessary collating of press proofs or assembled pages into sets.



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## III. GENERAL PROVISIONS

- A. *Appendices Incorporated by Reference.*** The Appendices (Form CS-4) are incorporated as part of this contract by reference. If a provision in this contract and a provision in an Appendix conflict, the provision in this contract shall control. Otherwise, the provisions in the Appendices shall be reasonably construed as being in harmony with the provisions of this contract.
- B. *Two Contracts.*** This form contains two separate contracts: (1) A contract for the Acts, and (2) A contract for the Code Supplement (CS). The form includes provisions applicable to both books and, unless otherwise expressly provided, the provisions of this form are commonly applicable to both the Acts and the Code Supplement. The parties shall give the same interpretation to provisions that are common to both the Acts and the Code Supplement. Provisions identified as specific to either the Acts or the Code Supplement shall be considered part of the contract for that book only.
- C. *Choice of Law and Forum.*** This contract is governed by the laws of the State of Iowa. All disputes and controversies regarding this contract shall be heard in the District Court of Polk County, Iowa. However, if jurisdiction is not proper in the Polk County District Court, actions shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.
- D. *Conflict with Contract and Applicable Law.*** In the case of a conflict between a provision of this contract and a statute or regulation of this state as judicially construed and in effect on the effective date of this contract, the provision of this contract controls, unless otherwise prohibited by a statute or regulation of this state as judicially construed and in effect on the effective date of this contract. Otherwise, a statute or regulation of this state as judicially construed and in effect on the effective date of this contract, and principles of common law as applicable on the effective date of this contract, shall be reasonably construed as being in harmony with the provisions of this contract.
- E. *Compliance With Applicable Laws and Regulations.*** During the duration of this contract and as a condition of the Contractor's duty to perform under the provisions of this contract, the Contractor shall comply with all applicable laws and regulations of the State of Iowa and the United States, including but not limited to Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 (42 U.S.C. ch. 21), and the federal Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651--678).
- F. *Taxes; Certification -- Collection and Remission of Iowa Sales and Iowa Use Tax.*** The Agency or the Iowa General Assembly is not responsible for paying any taxes incurred by the Contractor in the performance of this contract. The Agency and the Iowa General Assembly are exempt from the payment of Iowa sales taxes, Iowa use taxes, and other taxes. The Contractor certifies to Iowa's Department of Revenue, on any form required by the department, that the Contractor agrees to collect and remit Iowa sales taxes and Iowa use taxes due under Code of Iowa Chapter 423 on the sales of tangible personal property and services as enumerated by statute, pursuant to Code of Iowa § 423.2 and § 423.5. However, the Contractor shall not collect or remit an Iowa sales tax or Iowa use tax on sales of tangible personal property or services for its performance under this contract.



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- a. **Production (Book Bindery).** The Contractor may, with Agency approval, provide for the production of production items and books by a book bindery which acts under the direct supervision of the Contractor and provides for the production of (1) Production items during the trial performance period as provided in Part VI, (2) Production items during the standard performance period as provided in Part VII, or (3) Books as provided in Part VIII. *See Appendices A and B.*
- b. **Delivery by Common Carrier.** The Contractor shall provide for the delivery of production items during the trial performance period as provided in Part VI and during the standard performance period as provided in Part VII, and books during the standard performance period as provided in Part VIII. The Contractor shall provide for the packaging of production items or books personally, by a book bindery as provided in Subdivision "a", or by a common carrier. The Contractor shall provide for the shipping of production items personally or by courier, and for the delivery of books personally or by freight company. *See Appendices C and D.*
2. **Payment Obligation.** The Contractor and not the Agency shall be liable for any payment to a subcontractor for performance rendered by the subcontractor under this contract.
3. **Duty to Perform.** The Contractor shall not be relieved from performing a duty under this contract because of a subcontract or a subcontractor's failure to perform a duty. All standards for production and delivery of production items and books as provided in this contract shall apply to the Contractor regardless of whether the Contractor renders performance directly or by using a subcontractor.
4. **Agreements.** The Agency may obtain and review any agreement executed between the Contractor and a subcontractor.
- M. **No Pecuniary Gain or Conflict of Interest.** The Contractor agrees that to its knowledge neither the staff of the Agency nor a member of the General Assembly of the State of Iowa has or will receive any direct economic benefit because of the selection of the Contractor as a party to this contract. The Contractor agrees that it has no interest and will not acquire any direct or indirect interest which would conflict in any manner with the performance of this contract, and that a person having such an interest will not knowingly be associated in the performance of this contract.
- N. **Fixed Price Contract.** This is a fixed price contract. Except as otherwise expressly provided in this contract, or expressly agreed to in writing by the parties, the contract price paid to a Contractor is fixed as provided in this contract. Except as provided in this contract, no special fees or expenses shall be charged directly or indirectly to the Agency, including labor, production materials, equipment, insurance, packing, freight, travel, parking, or any other costs incurred in producing and delivering the production items or books.
- O. **Renewal.** The Agency reserves the right to execute a renewal contract with the Contractor who is a party to this contract to produce and deliver the next edition of the Acts in the following year or the Code Supplement in two years according to provisions substantially similar to the provisions of this contract.



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**IV. STANDARDS  
PRODUCTION**

- A. Contractor's Duty of Performance.** The Contractor shall acquire all production materials, furnish all workmanship, and oversee all aspects of production.
- B. General Standards.** Any detailed standard for production material or workmanship contained and required in this contract, including as specified in Paragraph "C", shall be the standard for production material or workmanship used to produce a production item or book. However, if a standard is not specified in this contract or there is a question regarding the Contractor's compliance with a standard for a production material or workmanship, regardless of detailed standards provided in this contract, including Paragraph "C", all of the following apply:
- 1. Production Materials.** If the Agency has approved without qualification a production item that includes a production material to be used in book production during the trial performance period as provided in Part VI or standard performance period as provided in Part VII, that same production material shall be used by the Contractor in the production of sets of assembled pages during the standard performance period as provided in Part VII and in the production of books during the standard performance period as provided in Part VIII. The standard for a production material established pursuant to this Subparagraph 1 shall supersede any possible conflicting standard for the production material in this contract. In all other cases, the standard for a production material shall be the same or equivalent to the standard used in producing the same books as follows:
    - a. Acts.** For the Acts, the 2006 Edition of the Iowa Acts.
    - b. CS.** For the Code Supplement, the 2005 Edition of the Code Supplement.
  - 2. Workmanship.** If the Agency has approved without qualification the workmanship used to produce a production item during the trial performance period as provided in Part VI or the standard performance period as provided in Part VII, that same workmanship shall be used by the Contractor in the production of sets of assembled pages during the standard performance period as provided in Part VII and in the production of books during the standard performance period as provided in Part VIII. The standard of workmanship used to produce a production item approved by the Agency without qualification shall supersede any possible conflicting standard for workmanship in this contract. In all other cases, the standard for workmanship for a production item or a book shall be the same or equivalent as to the standard used in producing the same books as follows:
    - a. Acts.** For the Acts, the 2006 Edition of the Iowa Acts shall be the standard. However, with respect to the attachment of the book block to the casing, the spine shall be loose and rounded. The 2005 Edition of the Iowa Acts shall be the standard used for workmanship for the spine.



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- b. **CS.** For the Code Supplement, the 2005 Edition of the Code Supplement shall be the standard.
- C. **Detailed Standards -- Appendices.** The detailed standards for production items and books are specified in Appendices A and B and shall control in all aspects of production, except if governed under general standards as provided in Paragraph "B".
1. **Book Size.** For the size of each book and associated page paper, Table A-1.
  2. **Paper Stock.** For production materials associated with the paper stock used to produce page paper, Table A-2.
  3. **Page Composition and Printing.** For production materials and workmanship used in page composition and printing on page paper, Table A-3.
  4. **Construction.** For production materials and workmanship, all of the following shall apply:
    - a. **Production Items.** For production items other than assembled pages, consult Table B-1a, and for sets of assembled pages, Table B-1b.
    - b. **Books.** For the books including binding, Table B-2a; covering, Table B-2b; and decoration, Table B-3.

### V. STANDARDS DELIVERY

- A. **Communications.** All communications by the Contractor to the Agency regarding any issue regarding this contract must be addressed to the Agency's contact persons, Ms. Leslie Hickey or Ms. Joanne Page, as specified in Appendix E, Table E-1. All communications by the Agency to the Contractor and the Contractor's response to the Agency regarding this contract will be addressed to the contact persons specified by the Contractor in Appendix E, Table E-2a or Table E-2b.
1. **Book Bindery.** If the contact person specified in Table E-2a is not responsible for the day-to-day operations in the book bindery, the Agency reserves the right to communicate with the person in the book bindery during the trial performance period as provided in Part VI, and during the standard performance periods as provided in Part VII or Part VIII.
  2. **Message and Response.** If Ms. Hickey or Ms. Page delivers a message to the Contractor's primary contact person specified in Table E-2a, regarding the production or delivery of a production item or book, one of the contact persons shall respond to Ms. Hickey or Ms. Page as provided in this Subparagraph 2. If the primary contact person is not available, Ms. Hickey or Ms. Page will deliver the message to the Contractor's alternate contact person. Ms. Hickey or Ms. Page will deliver the message by using telephone voice mail, pager, or electronic mail, which shall be considered receipt. If Ms. Hickey or Ms. Page does not use electronic mail to deliver the message, they may also confirm the delivery of the message by using electronic



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mail. One of the Contractor's contact persons shall respond to Ms. Hickey or Ms. Page as soon as possible but not later than the time standard specified in Table E-2a. However, nothing in this Subparagraph 2 requires the Contractor to provide an immediate answer or deliver a production item or book to the Agency in response to the communication.

- 3. Replacement.** If a party replaces a contact person, the party shall immediately notify the other party of the contact information for the new contact person.

**B. *General Duty to Deliver.*** The parties shall deliver products as required in Appendices C and D as follows:

- 1. Agency.** The Agency shall deliver composed pages to the Contractor by electronic transmission in a manner determined reasonable by the Agency, including as specified in Table C-1. The Agency shall deliver responses to the Contractor as provided in this contract, including as specified in Table D-3. The Agency's response includes the approval, approval with qualification, or disapproval of a production item other than a set of assembled pages, and the acceptance or rejection of a set of assembled pages or book.
- 2. Contractor.** The Contractor shall deliver production items personally or by courier to the Iowa Code Office as specified in Table C-4a. The Contractor shall deliver books by freight company to the Grimes Building as specified in Table C-4b(1) and judicial destinations as specified in Table C-4b(2).

**C. *Incomplete Delivery of Production Items and Pages.*** The Agency's delivery of a set of composed pages with missing pages shall be deemed to be a failure to deliver the entire set of composed pages, and the Contractor's failure to deliver a complete, satisfactory set of press proofs shall be deemed to be a failure to deliver all sets of press proofs. However, the Agency may provide for incremental delivery of composed pages and for the incremental production and delivery of press proofs. The Contractor's failure to deliver a complete, satisfactory set of book pages as part of a set of assembled pages or a book shall be deemed to be a failure to deliver the entire set of assembled pages or book.

**D. *Subcontractor (Book Bindery).*** The Agency may require that a subcontractor who is the book bindery deliver production items simultaneously to the Agency and the Contractor during the trial performance period as provided in Part VI and the standard performance period as provided in Part VII.

**E. *Common Carrier Requirements.*** The Contractor shall provide for the delivery of production items and books in conformance with Appendices C and D as follows:

- 1. F.O.B.** The Contractor shall deliver a production item or book Free on Board (F.O.B.), Destination, Door, Freight Prepaid and Allowed as specified in Table C-3. The Contractor shall bear the expense and risk of putting the production items and books into the possession of a common carrier, and the Contractor shall be responsible for securing all necessary and customary insurance for shipment. The risk of loss shall be borne by the Contractor until the Agency takes possession of the production item or book.



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2. **Specifications.** The Contractor shall package (including loading) production items and books as specified in Table C-2 and ship (including unloading) production items and books as specified in Table C-3. The Contractor shall comply with special instructions for delivering production items to the Agency as provided in Table C-4a, during the Normal Delivery of the books as provided in Table C-4b(1), during the Special Delivery of the books as part of Legislative Distribution (Code Supplement only) as specified in Table C-4b(1), and the Special Delivery of the books for Judicial Distribution as specified in Table C-4b(2). However, the Agency may modify the special instructions specified in Appendices C or D prior to delivery.
- F. **Delivery on Business Day.** The Contractor shall not deliver a production item or book on a day other than a business day without the express approval of the Agency.
- G. **Excusable Failure to Deliver.** The Contractor is excused from delivering a production item or book on a specific business day or to a specific destination if the destination does not accept receipt and the Contractor promptly notifies the Agency of the refusal. However, the Contractor must complete delivery on the next business day to that destination, unless the failure is excused as provided in this Paragraph "G", or the Agency provides otherwise.
- H. **Possession by Agency.** Delivery is not accomplished until the Agency takes possession of a production item or book. Title does not pass to the Agency prior to the receipt of the production item or book by the Agency. The Agency's receipt of a production item or book is not an approval of the production item or book by the Agency. A production item or book which is damaged prior to receipt by the Agency shall be deemed undelivered. When the Agency opens a carton containing a damaged production item or book, it is conclusively presumed that the damage occurred prior to receipt (during production or delivery).
- I. **Agency Review.** The Agency shall review production items or books and communicate a response to the contractor as follows:
1. **Exclusive Right of the Agency.** Even though another person may be authorized to receive a production item or book, only the Agency is authorized to approve, disapprove, or approve with qualification any number of production items other than sets of assembled pages; accept or reject any number of sets of assembled pages; or accept or reject any number of books.
  2. **Determination Period.** The Agency shall have a determination period to deliver its response to the Contractor. The Agency's response shall be one of the following: (1) To approve a production item other than a set of assembled pages without qualification, approve a production item with qualification, or disapprove a production item during the trial performance period as provided in Part VI or the standard performance period as provided in Part VII; (2) To accept a set of assembled pages during the standard performance period as provided in Part VII; or (3) To accept a book during the standard performance period as provided in Part VIII. In reviewing a production item or book, the Agency's determination period begins on the final date required for the delivery of the production item or book or the actual date that the



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production item or book is delivered, whichever is later. The determination periods are provided in Appendix D. The Agency may seek remedies for the Contractor's failure to perform as provided in Parts X through XIII.

- a. **(1) Production Items (Other Than Sets of Assembled Pages).** For a production item (sample cover or set of press proofs) which is required to be delivered to the Agency during the trial performance period as provided in Part VI or the standard performance period as provided in Part VII, the Agency shall respond according to deadlines specified in Appendix D, Table D-1.
  - (2) Set of Assembled Pages.** For a set of assembled pages which is required to be delivered to the Agency during the standard performance period as provided in Part VII, the Agency shall respond according to deadlines specified in Appendix D, Table D-1.
  - b. **Book.** For a book which is required to be delivered to the Agency during the standard performance period as provided in Part VIII, the Agency shall respond according to the deadline specified in Appendix D, Table D-2. The Agency must respond within 42 calendar days after the books have been delivered, unless the Agency notifies the Contractor within the 42-calendar-day period that it reserves an additional 28 calendar days, which equals a determination period of 70 calendar days.
3. **Production Item (Set of Press Proofs).** If the Agency approves a production item with qualification or disapproves a production item, the Agency will deliver a notice to the Contractor specifying the reasons for the qualified approval or disapproval, which may include a marked-up copy of the production item showing corrections, and the Contractor shall make the corrections. The Agency's approval or disapproval of one set of press proofs shall be deemed as the approval or disapproval of both sets of sample press proofs. If the Agency approves a set of press proofs with qualification or disapproves a set of press proofs, the Agency may return an entire set of press proofs, or any part of the set of press proofs, to the Contractor with markings indicating where any deficiencies were found. If the Agency disapproves an entire set of press proofs, the Contractor shall deliver two sets of corrected replacement sets of press proofs or any part of the corrected replacement sets of press proofs to the Agency in the manner specified by the Agency.
  4. **Statistical Sampling.** In determining whether to accept or reject a set or all sets of assembled pages or any book or all books delivered to the Agency as part of Normal Delivery or Special Delivery as provided in Part IX, Paragraph "C", the Agency is not required to examine more than a statistical sampling of at least five percent of all sets or assembled pages or five percent of all books delivered as part of Normal Delivery.
  5. **Replacement.** If the Agency disapproves a production item, the Contractor shall deliver a corrected replacement production item. The Agency may require that the Contractor produce and deliver to the Agency any number of corrected replacement production items or books as provided in Part XII, Paragraph "C".



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### VI. SCHEDULE -- TRIAL PERFORMANCE PERIOD PRODUCTION AND DELIVERY OF PRODUCTION ITEMS

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

- A. *Preliminary Paper Proof Cover.*** In preparation for the Contractor's production and delivery of a finished cover during the standard performance period as provided in Part VII, Paragraph "A", and based upon written instructions prepared by the Agency, the Contractor shall produce and deliver a preliminary paper proof cover for Agency review and response as follows:
- 1. Production.** The preliminary paper proof cover shall meet the standards specified in Appendix B, Table B-1a.
  - 2. Delivery.** The preliminary paper proof cover shall be delivered to the Agency as specified in Appendix D, Table D-1.
  - 3. Response.** The Agency will review the preliminary paper proof cover and deliver its response to the Contractor (approval, qualified approval, or disapproval) within a determination period as provided in Part V, Paragraph "I" and specified in Appendix D, Table D-1.
- B. *Sets of Press Proofs.*** In preparation for the Contractor's production and delivery of sets of press proofs during the standard performance period as provided in Part VII, Paragraph "B", the Contractor shall produce and deliver the sets of press proofs for Agency response as follows:
- 1. Production.** The Agency will deliver composed pages in an electronic format to the Contractor by using a system for the reliable transfer as specified in Appendix C, Table C-1. The Contractor shall use the composed pages to produce sets of press proofs that meet the standards specified in Appendix B, Table B-1a.
  - 2. Delivery.** The Contractor shall deliver the sets of press proofs to the Agency as specified in Appendix D, Table D-1.
  - 3. Response.** The Agency will review the sets of press proofs and deliver its response to the Contractor (approval, qualified approval, or disapproval) within a determination period as provided in Part V, Paragraph "I" and specified in Appendix D, Table D-1.

### VII. SCHEDULE -- STANDARD PERFORMANCE PERIOD PRODUCTION AND DELIVERY OF PRODUCTION ITEMS

Following the trial performance period (the Agency's final approval of a preliminary paper proof cover as provided in Part VI, Paragraph "A", and sets of press proofs as provided in Part VI, Paragraph "B"), the Contractor shall produce the following production items and deliver them for Agency approval during a standard performance period:



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- A. *Finished Cover.*** Based on the preliminary paper proof cover approved by the Agency during the trial performance period as provided in Part VI, Paragraph "A", the Contractor shall produce and deliver a finished cover for Agency response as follows:
- 1. Production.** The finished cover shall meet the standards specified in Appendix B, Table B-1a.
  - 2. Delivery.** The finished cover shall be delivered to the Agency as specified in Appendix D, Table D-1.
  - 3. Response.** The Agency will review the preliminary paper proof cover and deliver its response to the Contractor (approval, qualified approval, or disapproval) within a determination period as provided in Part V, Paragraph "I" and specified in Appendix D, Table D-1.
- B. *Sets of Press Proofs.*** The Contractor shall produce and deliver sets of press proofs for Agency response as follows:
- 1. Production.** The Agency will deliver composed pages in an electronic format to the Contractor by using the same system for the reliable transfer established during the trial performance period provided in Part VI, Paragraph "B", and as specified in Appendix C, Table C-1. The Contractor shall use the composed pages to produce sets of press proofs that meet the standards specified in Appendix B, Table B-1a.
  - 2. Delivery.** The Contractor shall deliver the sets of press proofs to the Agency as specified in Appendix D, Table D-1.
    - a. Incremental Delivery of Composed Pages and Sets of Signatures.** The Agency may deliver the composed pages to the Contractor in installments by signature or by split signature. After the Contractor receives an installment of composed pages and produces the sets of press proofs, the Contractor shall produce and deliver those sets of press proofs to the Agency.
    - b. Deadline.** The Contractor shall deliver sets of press proofs or an installment of a set of press proofs to the Agency as specified in Appendix D, Table D-1. However, the Agency may waive this requirement and authorize the Contractor to deliver all sets of press proofs produced from multiple installments of composed pages to the Agency on a later business day.
  - 3. Response.** The Agency will review the sets of press proofs and deliver its response to the Contractor (approval, qualified approval, or disapproval) within a determination period as provided in Part V, Paragraph "I" and specified in Appendix D, Table D-1.
- C. *Sets of Assembled Pages.*** Following the Agency's final approval of the sets of press proofs as provided in Paragraph "B", the Contractor shall produce and deliver sets of assembled pages to the Agency for its acceptance.
- 1. Standards.** The sets of assembled pages shall meet the standards specified in Appendix B, Table B-1b.
  - 2. Delivery.** The Contractor must deliver the sets of assembled pages to the Agency as specified in Appendix D, Table D-1.



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3. **Response.** The Agency will review the sets of assembled pages and deliver its response to the Contractor (acceptance or rejection) within a determination period as provided in Part V, Paragraph "I" and specified in Appendix D, Table D-1.

### VIII. SCHEDULE -- STANDARD PERFORMANCE PERIOD PRODUCTION AND DELIVERY OF BOOKS

Following the standard performance period (the Agency's final approval of a finished cover as provided in Part VII, Paragraph "A", and sets of press proofs as provided in Part VII, Paragraph "B") the Contractor shall produce books and deliver them to the Agency for approval during a standard performance period in compliance with the requirements of this contract, including the standards provided in Part IV, this part, and the Appendices.

- A. **Packaging and Shipping Books.** The packaging (including loading) and shipping (including unloading) of the books, shall meet the requirements specified in Appendix C, including as follows:
  1. **Packaging.** For packaging the books, Table C-2.
  2. **Shipping Books.** For shipping the books, Table C-3.
- B. **Delivery Requirements.** The Contractor shall provide for both Normal Delivery and Special Delivery of the books to all destinations required in this Paragraph "B" and as specified in Appendices C and D as follows:
  1. **Normal Delivery.** Normal delivery means the packaging and shipping of books to the Agency for General Distribution and State Capitol Complex Distribution as follows:
    - a. **Deadline.** The Contractor shall deliver the books after the Agency delivers its approval of the sets of press proofs during the standard performance period as provided in Part VII, Paragraph "B", Subparagraph 3, and specified in Appendix D, Table D-2, as follows:
      - (1) **Acts.** For the Acts, within 30 calendar days after the Agency delivers its approval of the sets of press proofs.
      - (2) **CS.** For the Code Supplement, within 15 calendar days after the Agency delivers its approval of the sets of press proofs.
    - b. **Destination.** The books shall be shipped (including unloading) directly to the Grimes State Office Building as specified in Appendix C, Table C-4b(1).
    - c. **Segregation.** The books shall be segregated (fit on one or more different pallets to accommodate separate unloading, warehousing, and distribution) as follows: (1) For General Distribution, and (2) For State Capitol Complex Distribution, as specified in Appendix C, Table C-4b(1) and Appendix D, Table D-2.



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2. **Special Delivery.** Special delivery means the packaging and shipping of books to the Agency for Legislative Distribution and Judicial Distribution as follows:

a. **Legislative Distribution (Code Supplements).** The Agency will make every effort to deliver all composed pages to the Contractor required to produce the Code Supplements by December 15, 2007, during the standard performance period as provided in Part VII, Paragraph "B", and specified in Appendix D, Table D-1, and the Contractor shall provide for the Special Delivery of the Code Supplements (but not the Acts) to the Agency for Legislative Distribution.

(1) **Deadline.** The Contractor shall deliver the Code Supplements to the Agency by January 10, 2008. However, if the Agency delivers the composed pages to the Agency after December 15, 2007, the Contractor shall deliver the Code Supplements to the Agency by a date negotiated by the parties.

(2) **Destination.** The Code Supplements shall be shipped (including unloading) directly to the Grimes State Office Building, as specified in Appendix C, Table C-4b(1) and Appendix D, Table D-2.

(3) **Shipped as Normal Delivery (Segregation).** If Code Supplements for Normal Delivery as provided in Subparagraph 1 are shipped by January 10, 2008, the same shipment should include Code Supplements for Legislative Distribution. However the Code Supplements for Legislative Distribution must be segregated (fit on one or more different pallets to accommodate separate unloading, warehousing, and distribution) as specified in Appendix C, Table C-4b(1) and Appendix D, Table D-2.

b. **Special Delivery (Judicial Distribution) Normal Delivery.** The Contractor shall provide for the Special Delivery of books to locations throughout the state as follows:

(1) **Destinations.** The books shall be shipped to eight judicial districts specified in Appendix C, Table C-4b(2).

(2) **Deadline.** The books shall be shipped at the same time as the Contractor delivers books to the Agency as Part of Normal Delivery as provided in Subparagraph 1 (i.e., after the Agency delivers its approval of the press proofs during the standard performance period as provided in Part VII, Paragraph "B", Subparagraph 3, and specified in Appendix D), as follows:

(a) **Acts.** For the Acts, within 30 calendar days after the Agency delivers its approval of the sets of press proofs, as specified in Table D-1.

(b) **CS.** For the Code Supplement, within 15 calendar days after the Agency delivers its approval of the sets of press proofs, as specified in Table D-1.

C. **Response.** The Agency will review the books and deliver its response to the Contractor (acceptance or rejection) within a determination period as provided in Part V, Paragraph "I" and specified in Appendix D, Table D-1.



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**IX. SCHEDULE -- PAYMENT**

- A. General.** The Agency is liable to the Contractor as provided in this contract only for amounts paid as consideration under this contract, and subject to the following:
- 1. Contract Price.** Unless this contract is terminated as provided in Part XI, payment of the contract price shall be based on the production and the delivery of production items and books to the Agency according to the terms and conditions of this contract, including the approval of production items during the trial performance period as provided in Part VI, the approval of production items other than sets of assembled pages during the standard performance period as provided in Part VII, Paragraphs "A" and "B", the acceptance of sets of assembled pages during the standard performance period as provided in Part VII, Paragraph "C", and the acceptance of books during the standard performance period as provided in Part VIII, Paragraph "C".
  - 2. Invoice Required.** The Contractor shall present an invoice or invoices to the Agency for payment of the contract price. The Agency's payment to the Contractor of the amount stated in an invoice shall be deemed conclusive evidence of satisfaction by the Agency of any payment obligation for the items invoiced, and each party waives any right to later contest the invoice amount based on error. If payments are made in installments, the Contractor shall identify the final invoice and specify the amount of the last payment owed by the Agency. The Agency's payment of the final invoice shall be deemed conclusive evidence of payment of the contract price owed to the Contractor, regardless of any error by the parties.
- B. Payment Schedule.** Upon delivery of an invoice as provided in Paragraph "A", Subparagraph 2, the Agency shall pay the Contractor the contract price.
- 1. Conventional Payment Schedule.** Except as otherwise provided in Subparagraph 2, the Agency will pay the Contractor according to a conventional payment schedule. The Agency will may make one payment to the Contractor at the end of the determination period as provided in Part V, Paragraph "I". *See Appendix D, Table D-3.* The Agency shall pay the Contractor 100 percent of the amount of the contract price for all books accepted under the contract as provided in Paragraph "C".
  - 2. Early Payment Schedule.** The Agency, upon request by the Contractor or upon its own initiative, may pay the Contractor the contract price or a portion of the contract price earlier than required under Subparagraph 1. In order to receive payment of an amount earlier than required under Subparagraph 1, the Contractor must verify that the Contractor has incurred all production costs associated with performance under this contract. The decision of the Agency to pay an amount earlier than required under Subparagraph 1 shall not be construed as an amendment of this contract, shall not obligate the Agency to pay the Contractor an amount other than as provided in this contract, shall not constitute a waiver of any requirement of the Contractor, and shall not relieve the Contractor of its duty of performance under this contract.



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**C. Amount of the Contract Price (Base Price and Adjustments).** The Agency shall pay the Contractor a base price which is an estimate of the contract price. See *Appendices, Appendix A, Table A-1*. The base price shall be calculated as follows:

1. **a. Acts.** The Agency shall pay \$52,933.25 for the production and delivery of the order of 3,250 books by assuming that each book has an estimated 1,376 pages divided into 43 1/2 signatures (each signature containing 32 pages), subject to adjustment as provided in Subparagraph 2.
- b. CS.** The Agency shall pay \$39,433 for the production and delivery of an order of 4,000 books by assuming that each book has an estimated 1,376 pages divided into 43 signatures (each signature containing 32 pages), subject to adjustment as provided in Subparagraph 2.
2. **Adjustment.** The Agency shall adjust the base price as provided in Paragraph 1 to achieve the contract price as follows:
  - a. (1) Incidental Work.** Subject to Subdivision (2), the Agency shall adjust the base price to account for incidental work such as copy preparation and rework as required by the Agency.

**Table A.1  
Charges for Incidental Work**

Type of Work	Book	Amount Per Hour
Correcting Electronic Files	Acts	\$50.00
	CS	\$50.00
Making Minor Copy Corrections	Acts	\$50.00
	CS	\$50.00
Replating	Acts	\$239.00
	CS	\$239.00

**(2) Limitations.** The prices charged by the Contractor for incidental work shall not exceed those customarily charged by the Contractor to its customers for similar incidental work. The Contractor shall provide the Agency with proof of customary charges. The Contractor shall not charge the Agency for the first \$300 for incidental work performed by the Contractor as required by the Agency.

**b. Actual Number of Books (Overrun).** The Agency shall adjust the base price to account for any number of up to 100 additional books of an overrun which the Contractor produces and delivers to the Agency during the standard performance period as provided in Part VIII.



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- c. **Actual Number of Signatures (Adjusted).** The Agency shall adjust the base price to account for the actual number of signatures for each book as adjusted during a production period (the number of signatures that the Agency instructs the Contractor to be added to or subtracted from the estimated signature count. The Agency shall adjust the estimated amount to pay for the actual number of signatures of each book of the overrun as provided in Subdivision "b."

**Table A.2**

**Contract Price (Bid Amount Estimated and Adjusted for Ordinary Order and Overrun)**

Signature Calculation	Signatures Per Book			Amount			
	Form Full (32 pages)	Count		All Books Ordinary Order		Each Additional Book Overrun	
Estimated Signature Count	Full	Acts	43 1/2	Acts	\$52,933.25	Acts	\$13.48
		CS	43	CS	\$39,433	CS	\$7.74
Estimated Signature Count Adjusted	Each Additional Full	Acts		Acts	\$1,202.50	Acts	\$0.31
		CS		CS	\$920	CS	\$0.18
	Each Additional Half	Acts		Acts	\$601.25	Acts	\$0.15
		CS		CS	\$460	CS	\$0.09
	Each Fewer Full	Acts		Acts	\$(1,202.50)	Acts	\$(0.31)
		CS		CS	\$(920)	CS	\$(0.18)
	Each Fewer Half	Acts		Acts	\$(601.25)	Acts	\$(0.15)
		CS		CS	\$(460)	CS	\$(0.09)

**X. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE --  
GENERAL**

- A. All Legal Remedies Available.** Remedies available as provided in this contract for breach of contract are in addition to every other remedy available to the parties at law or in equity. The Agency may utilize a procedure and remedy for noncompliance as provided in this contract in addition to another procedure and remedy also provided in this contract, including but not limited to termination as provided in Part XI, a demand for specific performance as provided in Part XII, or the assessment of liquidated damages as provided in Part XIII.
- B. Notice and Response Requirements.** The Agency shall notify the Contractor in writing of any noncompliance with the terms and conditions of this contract that demands a remedy as provided in Paragraph "A". Except as provided in Part XI, the Agency shall deliver the notice of noncompliance within the determination period for the approval of



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books as provided in Part V, Paragraph "I". The notice demanding a remedy for a breach of contract as provided in Part XII or XIII shall document each breach of contract and the remedy demanded or imposed for the breach of contract. A notice of breach of contract which demands a remedy shall suspend any obligation by the Agency to carry out the provisions of this contract until the Agency accepts the remedy. The Contractor may dispute the Agency's determination of a breach by delivering a notice of dispute to the Agency within 30 calendar days after the Agency delivers its notice to the Contractor. The dispute shall be resolved by the parties in good faith.

- C. *Indemnification.*** Except as provided in this contract, the Contractor shall jointly and severally indemnify and hold the Agency, the Iowa General Assembly, and the State of Iowa harmless from and against all liability, loss, damage, or expense, including reasonable attorney fees, by reason of a breach of contract by the Contractor.
- D. *Performance Bond.*** The Contractor shall post a performance bond with the Agency as follows:
- 1. *Amount.*** The performance bond shall be 75 percent of the base price as provided in Part IX, Paragraph "C" as follows:
    - a. *Acts.*** For the Acts, 39,699.94
    - b. *CS.*** For the Code Supplement, \$29,574.75.
  - 2. *Substitution.*** The Agency may accept a certified check, cashier's check, or money order in lieu of a bond, which must be kept on file with the Agency.
  - 3. *Retention.*** The Agency may retain the performance bond until the end of the determination period for the acceptance of books as provided in Part V, Paragraph "I", unless the Contractor disputes the Agency's determination as provided in Paragraph "B". In that case, the Agency may retain the performance bond until the dispute has been resolved.

### XI. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE -- TERMINATION

- A. *Justifiable Termination.*** Any of the following shall be just cause for terminating this contract, without breach of contract:
- 1. *Insufficient Moneys.*** If moneys necessary to satisfy this contract price are at any time not forthcoming or insufficient through the failure of the State of Iowa to make sufficient moneys available as a result of legally binding action, then the Agency may terminate this contract by giving not less than 20 calendar days' written notice to the Contractor documenting the lack of funding. Upon termination, the Agency agrees to pay all costs incurred by the Contractor up and until the date of termination. If moneys necessary to satisfy the contract price become available within 40 calendar days subsequent to the termination, the Agency agrees to reexecute a contract with the Contractor under the same provisions of this contract and any amendments as agreed to by the parties.



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2. **Force Majeure.** If the performance of any provision of this contract is prevented by an event which is an act of God, civil tumult, war, epidemic, interruption of transportation or communication, or any other cause beyond the control of a party, as determined by the Agency, that party is relieved of the performance of that provision of this contract. However, if the Contractor is prevented from performance, the Contractor shall provide the Agency with written notice within 10 calendar days describing the preventing event, the possible duration of the preventing event, the Contractor's efforts to remedy the situation caused by the preventing event, and the expected effect of the preventing event upon the schedules contained in this contract. It shall be the Contractor's responsibility to show that the cause of the preventing event was beyond the Contractor's control, that the preventing event reasonably caused nonperformance, and that the Contractor was not reasonably able to anticipate the preventing event in order to avoid the nonperformance.
- B. Nonjustifiable Termination.** Either party may terminate this contract if the other party breaches this contract by failing to substantially comply with a provision of this contract. The party terminating this contract shall deliver written notice to the other party within 20 calendar days following the breach. The written notice shall document the breach of contract. If the Contractor breaches this contract by failing to satisfy such provision, the Contractor shall forfeit all or part of the performance bond provided in Part X, Paragraph "D", and the Agency may withhold all or a portion of unexpended moneys of the contract price, retaining such moneys as liquidated damages. The Agency may also continue this contract and retain such moneys as liquidated damages. The Agency shall deliver a written notice to the Contractor stating the Agency's decision to retain an amount in liquidated damages not later than 20 calendar days following the delivery of its notice documenting the breach of contract.
- C. Unilateral Termination.** The Agency may unilaterally terminate this contract if the Contractor commits an egregious breach of this contract as specified in this Paragraph "C". The Agency shall deliver a written notice to the Contractor within 30 calendar days following the Agency's discovery of the egregious breach, but within the determination period for the acceptance of books as provided in Part V, Paragraph "I". The written notice shall document each cause of the egregious breach.
1. **Egregious Breach.** As used in this Paragraph "C", an egregious breach is limited to any of the following:
- a. **Unauthorized Copyright.** The Contractor obtains or attempts to obtain a copyright in text or data produced in a book or originating from electronic media delivered to the Contractor by the Agency as provided in this contract.
  - b. **Unauthorized Release.** The Contractor releases text or data delivered by the Agency to the Contractor under this contract to any person, including but not limited to a related entity of the Contractor, the text or data is produced in a book or originates from electronic media delivered to the Contractor by the Agency, and the release is not expressly approved in writing by the Agency.



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- c. **Unauthorized Publishing.** The Contractor uses text or data delivered by the Agency to the Contractor under this contract for purposes of publishing without the express written approval of the Agency.
  - d. **Unwarranted Delay.** The Contractor fails to deliver any of the following:
    - (1) **Production Item.** A production item as required to be delivered to the Agency during the trial performance period as provided in Part VI or the standard performance period as provided in Part VII within 10 calendar days after due.
    - (2) **Book.** A book required to be delivered to the Agency during the standard performance period as provided in Part VIII within 20 calendar days after due.
  - e. **Rejected Production Item (Grossly Unsatisfactory).** The Contractor delivers a production item during the trial performance period as provided in Part VI or the standard performance period as provided in Part VII which the Agency rejects because it determines that the production item is grossly unsatisfactory. A set of press proofs is deemed grossly unsatisfactory if text is corrupted or does not otherwise match the composed pages delivered by the Agency to the Contractor for production of the set of press proofs. This Subdivision "e" does not apply to a production item that is unsatisfactory due to the Agency's use of technology or procedures to produce or transmit information to the Contractor for the production of the production item.
  - f. **Rejected Books (15 Percent Rejection Rate).** The Contractor delivers 15 percent or more of the book order, not counting an overrun, as provided in Part IX, Paragraph "C", which the Agency rejects because they are unsatisfactory. A book is unsatisfactory if the Agency determines that the book does not comply with the standards for production materials and workmanship provided in Part IV. The Agency shall notify the Contractor of the rejection as soon as practicable. However, the Agency shall have the determination period for the acceptance of books as provided in Part V, Paragraph "I", to notify the Contractor that the Agency has rejected any number of books.
  - g. **Failure to Comply With a Notice for Specific Performance.** The Contractor fails to comply with a demand for specific performance within the period for compliance as provided in Part XII, Paragraph "B".
2. **Remedies.** The Contractor shall forfeit the performance bond as provided for in Part X, Paragraph "D", the Agency may withhold all or a portion of unexpended moneys of the contract price, retaining such moneys as liquidated damages, and the Agency shall be entitled to 75 percent of the base price as provided in Part IX, Paragraph "C" (the same amount as provided in Part X, Paragraph "D" Subparagraph 1 for the Acts or the Code Supplement) in additional liquidated damages based on potential lost sales to the Agency, the Agency's diminished reputation, and delays caused by selecting another vendor to complete the production and delivery of the books.



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### XII. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE -- SPECIFIC PERFORMANCE

A. **Cause.** The Agency may demand specific performance for cause as follows:

1. **Rejected Set of Assembled Pages or Book.** The Contractor delivers a production item other than a set of assembled pages which the Agency disapproves during the trial performance period as provided in Part VI or during the standard performance period as provided in Part VII or the Contractor delivers a set of assembled pages or a book which the Agency rejects during the standard performance period as provided in Part VII or Part VIII. The Agency shall disapprove a production item other than a set of assembled pages or reject a set of assembled pages or book which does not comply with the standards for production materials and workmanship provided in Part IV, including as specified in Appendices A and B.
2. **Inadequate Delivery.** The Contractor fails to comply with a requirement for the delivery of a production item during the trial performance period as provided in Part VI or during the standard performance period as provided in Part VII or the Contractor fails to comply with a requirement for the delivery of a book during the standard performance period as provided in Part VIII, including as specified in Appendices C and D.
3. **Underrun.** The Contractor produces an underrun of books. The Agency may require the Contractor to deliver the number of books required by Part IX, Paragraph "C" to the Agency.
4. **Unauthorized Copyright.** The Contractor obtains or attempts to obtain a copyright in text or data. The Contractor shall immediately withdraw any application for the copyright and renounce any such copyright that the Contractor has obtained.
5. **Unauthorized Release.** The Contractor releases text or data to an unauthorized person. The Contractor shall take all actions necessary to recover the text or data from that person. The Contractor shall return the text or data to the Agency or destroy the text or data in a manner specified by the Agency.
6. **Unauthorized Publishing.** The Contractor uses text or data for purposes of unauthorized publishing of information delivered to the Contractor by the Agency. The Contractor shall destroy any publication which uses such information upon demand by the Agency.

B. **Compliance Period.** Unless the Contractor disputes the Agency's demand for specific performance as provided in Part X, Paragraph "B", the Contractor shall provide specific performance as demanded in the Agency's notice within the same period of time required for the original delivery. However, if the Agency's demand is for the production and delivery of a book to correct and replace a book that the Agency rejected, the Contractor shall deliver the corrected replacement book to the Agency as provided in Paragraph "C" within 20 calendar days following the delivery of the Agency's notice to the Contractor.



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- C. *Replacement.*** If the Agency disapproves a production item other than a set of assembled pages or rejects a set of assembled pages or book as provided in Paragraph "A", the Agency may demand that the Contractor correct and replace the production item or book at the Contractor's expense. If the rejected item is a book, the Agency shall instruct the Contractor to deliver the corrected replacement book to the Agency's customer or reimburse the Agency for the costs for directly delivering the corrected replacement book to its customer. The Agency may deduct the amount for reimbursement from the contract price. The Agency is not required to return the set of assembled pages and the Agency or the Agency's customer is not required to return a book to the Contractor.

### XIII. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE -- LIQUIDATED DAMAGES

- A. *Liquidated Damages for the Late Delivery of Books.*** The Agency may impose liquidated damages on the Contractor for the Contractor's late delivery of books during the standard performance period, including as part of Normal Delivery (for General Distribution or State Capitol Complex Distribution) as provided in Part VIII, Paragraph "B", Subparagraph 1, or as part of Special Delivery (for Legislative Distribution or Judicial Distribution) as provided in Part VIII, Paragraph "B", Subparagraph 2.
- 1. *Assumptions.*** The Contractor's late delivery of books will cause the Agency damages, including a loss in future sales of the Acts or Code Supplement and an accompanying loss of goodwill and diminished reputation which will affect the sales of other Agency publications, including future sales of the Acts and the Code Supplement, based on the following assumptions:
- a. *Normal Delivery.*** The late Normal Delivery of the books will reduce the effectiveness and efficiency of all of the following:
- (1) *General Distribution.*** For General Distribution, members of the public and Iowa's legal community who depend upon the books to research legal provisions and provide legal advice to clients.
  - (2) *Capitol Complex Distribution.*** For State Capitol Complex Distribution, officials and employees of the Capitol Complex who depend upon the books to carry out executive or judicial branch functions.
- b. *Special Delivery.*** The late Special Delivery of books will reduce the effectiveness and efficiency of all of the following:
- (1) *Legislative Distribution.*** For Legislative Distribution, members of the Iowa General Assembly, Agency staff, and other legislative employees who rely upon the books to carry out legislative branch functions.
  - (2) *Judicial Distribution.*** For Judicial Distribution, judges and judicial branch employees who depend upon the books to carry out judicial branch functions throughout the state.



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

$$\begin{aligned} & \text{One Book That Is Delivered One Calendar Day Late} \\ & \times \text{Assessment Rate} \\ & = \text{Base Amount of Liquidated Damages} \\ & \text{Base Amount of Liquidated Damages} \\ & \times \text{Number of Calendar Days Late} \\ & = \text{Per Book Total} \\ & \text{(For One Book Delivered One or More Calendar Days Late)} \\ & \text{Per Book Total} \\ & \times \text{Number of Books That Are Delivered Late} \\ & = \text{Total Amount of Liquidated Damages} \\ & \text{(For All Books That Are Delivered One or More Calendar Days Late)} \end{aligned}$$

- b. **Assessment Rate.** The assessment rate is based on the assumption that the Acts and the Code Supplement are critical parts of Iowa law, but that the Code Supplement containing the edited provisions of permanent statutory law is relatively (approximately one-third) more valuable than the Acts.

(1) **Acts.** For the Acts, the assessment rate shall be as follows:

- (a) (i) **Normal Delivery (General Distribution).** If a book is delivered late as part of Normal Delivery for General Distribution, the assessment rate is \$.10.
- (ii) **Normal Delivery (State Capitol Complex Distribution).** If a book is delivered late as part of Normal Delivery for State Capitol Complex Distribution, the assessment rate is \$.20.
- (b) **Special Delivery (Judicial Distribution).** If a book is delivered late as part of Normal Delivery for Judicial Distribution, the assessment rate is \$.20.

(2) **CS.** For the Code Supplement, the assessment rate shall be as follows:

- (a) (i) **Normal Delivery (General Distribution).** If a book is delivered late as part of Normal Delivery for General Distribution, the assessment rate is \$.15.
- (ii) **Normal Delivery (State Capitol Complex Distribution).** If a book is delivered late as part of Normal Delivery for State Capitol Complex Distribution, the assessment rate is \$.30.



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- (b) (i) **Special Delivery (Legislative Distribution).** If a book is delivered late as part of Special Delivery for Legislative Distribution, the assessment rate is \$3.00.
- (ii) **Special Delivery (Judicial Distribution).** If a book is delivered late as part of Special Delivery for Judicial Distribution, the assessment rate is \$.30.

**Table B  
Liquidated Damages for the Late Delivery of Books**

Type of Delivery Per Book		Calculation Formula Per Book			
Delivery	Distribution	Book	Base Amount Assessment Rate x One Book	No. of Days Book Delivered Late	Per Book Total
Normal	General	Acts	\$ .10	x _____	= \$ _____
		CS	\$ .15		
	State Capitol Complex	Acts	\$ .20	x _____	= \$ _____
		CS	\$ .30		
Special	Legislative	Acts	N/A	x _____	= \$ _____
		CS	\$3.00		
	Judicial	Acts	\$ .20	x _____	= \$ _____
		CS	\$ .30		

**TOTAL AMOUNT OF LIQUIDATED DAMAGES DUE**

PER BOOK TOTAL	X	ALL BOOKS DELIVERED LATE	= \$ _____
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**B. Liquidated Damages for the Late Delivery of Response or Production Item.** The Agency may impose liquidated damages against the Contractor for any of the following:

**1. Late Delivery of Response or Production Item (Other Than Set of Assembled Pages).** The Contractor's late delivery of a response or production item other than a set of assembled pages due to the Agency's loss of time required to review and approve the production item.

**a. Calculation.** The liquidated damages shall be assessed for each business day that a response is delivered late or each calendar day that a production item other than a set of assembled pages is delivered late based on the formula used to calculate liquidated damages for the Contractor's late delivery of books which are part of Normal Delivery at the assessment rate for General Distribution as



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provided in Paragraph "A", Subparagraph 2, Subdivision "b" (the per response total or per item total). The per response total or per item total is the product of the base amount (the assessment rate for one response or production item multiplied by all books which are part of an ordinary order of books, without adjustment, as provided in Part IX, Paragraph "C", multiplied by an assumed equivalent percentile of a one-calendar-day delay in the delivery of those books to all destinations, as provided in Paragraph "A", Subparagraph 2), multiplied by the actual number of either business or calendar days that the Contractor delivers the response or production item late. The total amount of liquidated damage due is the per response total or per item total multiplied by the total number of responses or production items delivered late.

- b. Application.** The Agency's imposition of liquidated damages applies regardless of whether a production item or book is or is not actually delivered late because it is assumed that any delay in the Contractor's delivery of the response or production item will be rectified by the Agency taking extraordinary measures to restore the schedule for production during the trial performance period as provided in Part VI or during the standard performance periods as provided in Parts VII and Part VIII, if possible.
- c. Assessment Rate.** The assessment rate is based on the same assumption described in Paragraph "A", Subparagraph 2, Subdivision "b."

**Table C.1  
Liquidated Damages for the Late Delivery of Responses**

Type of Response	Calculation Formula Per Response						
	Base Amount				No. of Days Response Delivered Late	Per Response Total	
	Book	Assess. Rate x One Response	All Books Ordinary Order	Equivalent No. of Days That All Books Delivered Late			
Not Press Proofs	Acts	\$.10	x _____	x .25	x _____	= \$ _____	
	CS	\$.15	x _____				
Press Proofs	Acts	\$.10	x _____	x .50	x _____	= \$ _____	
	CS	\$.15	x _____				

**TOTAL AMOUNT OF LIQUIDATED DAMAGES**

PER RESPONSE TOTAL	x	NUMBER OF RESPONSES DELIVERED LATE	=	\$ _____
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**Table C.2  
Liquidated Damages for the Late Delivery of Production Items  
Other than Sets of Assembled Pages**

Type of Production Item (Item)		Calculation Formula Per Item							
		Base Amount					No. of Days Item Delivered Late	Per Item Total	
		Book	Assess. Rate x One Item	All Books	Equivalent No. of Days Books Delivered Late				
Cover	Trial Performance Period	Acts	\$ .10	x _____	x .25	x _____	=	\$ _____	
		CS	\$ .15	x _____					
	Standard Performance Period	Acts	\$ .10	x _____	x .50	x _____	=	\$ _____	
		CS	\$ .15	x _____					
Set of Press Proofs	Trial Performance Period	Acts	\$ .10	x _____	x .25	x _____	=	\$ _____	
		CS	\$ .15	x _____					
	Standard Performance Period	Acts	\$ .10	x _____	x .50	x _____	=	\$ _____	
		CS	\$ .15	x _____					

**TOTAL AMOUNT OF LIQUIDATED DAMAGES**

PER ITEM TOTAL	x	NUMBER OF PRODUCTION ITEMS DELIVERED LATE	=	\$ _____
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**2. Liquidated Damages for the Late Delivery of a Set of Assembled Pages.** The Contractor's late delivery of a set of assembled pages due to the Agency's loss of the use of the set of assembled pages which will reduce the efficiency and effectiveness of the Agency in performing critical legislative functions.

**a. Calculation.** The liquidated damages shall be assessed for each business day that a set of assembled pages is delivered late based on the formula used to calculate liquidated damages for the Contractor's late delivery of books during Normal Delivery at the assessment rate for General Distribution as provided in Paragraph "A", Subparagraph 2, Subdivision "b" (per item total). The per item total is the product of the base amount (the assessment rate multiplied by a single set of assembled pages) multiplied by the actual number of calendar days that the Contractor delivers the set of assembled pages late. The total amount of liquidated damage due is the per item total multiplied by all sets of assembled pages delivered late.



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**b. Assessment Rate.** The assessment rate is based on the same assumption described in Paragraph "A", Subparagraph 2, Subdivision "b."

**Table D  
Liquidated Damages for the Late Delivery of Production Items  
(Sets of Assembled Pages)**

Type of Production Item (Item)	Book	Calculation Formula Per Production Item (Item)		
		Base Amount Assessment Rate x One Item	Number of Days Item Delivered Late	Per Item Total
Set of Assembled Pages	Acts	\$10	x _____	= \$ _____
	CS	\$15		

**TOTAL AMOUNT OF LIQUIDATED DAMAGES DUE**

PER ITEM TOTAL	x	NUMBER OF ITEMS DELIVERED LATE	=	\$ _____
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**C. Improper Packaging or Shipping of Books.** The Agency may impose liquidated damages against the Contractor for the improper packaging (including loading) of books or the improper shipping (including unloading) of books to the Agency, as part of Normal Delivery or Special Delivery as required in Part VIII, Paragraph "B" and specified in Appendix C, Tables C-4b(1) and C-4b(2), and Appendix D, Table D-2, if the Agency concludes that the timeliness of delivery is more important than requiring specific performance alone as provided in Part XII. For Normal Delivery, this includes the segregation of books for General Distribution and State Capitol Complex Distribution. For Special Delivery, this includes any segregation of books for Legislative Distribution.

- 1. Assumption.** The Agency may impose liquidated damages due to a multiple-day delay in the delivery of books resulting from the estimated time expended by the Agency in notifying the Contractor, and the minimum estimated time required by the Contractor to package and ship the books to the Agency.
- 2. Calculation.** The liquidated damages shall be assessed for an assumed number of calendar days that a book when properly packaged (including loaded) and properly shipped (including unloaded) would be required to be delivered to the Agency, based on the formula used to calculate late delivery of books during Normal Delivery (for General Distribution or State Capitol Complex Distribution) as provided in Paragraph "A", Subparagraph 2, Subdivision "b" (per book total). The per book total is the product of the base amount (the assessment rate for one book improperly packaged, loaded, and shipped) multiplied by the number of days that the properly packaged, loaded, and shipped book would have been delivered late, if the Agency had demanded specific performance alone as provided in Part XII. The total amount of liquidated damages due is the per book total multiplied by all books improperly packaged, loaded, and shipped.



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**3. Assessment Rate.** The assessment rate is based on the same assumption described in Paragraph "A", Subparagraph 2, Subdivision "b".

**Table E  
Liquidated Damages for the Improper Packaging or Shipping of Books**

Type of Delivery (Distribution)		Calculation Formula Per Book			
		Book	Base Amount Assess. Rate x Per Book	Assumed No. of Days Properly Packaged or Shipped Book Delivered Late	Per Book Total
Normal	General	Acts	\$ .10	x 3	= \$ _____
		CS	\$ .15		
	State Capitol Complex	Acts	\$ .20	x 3	= \$ _____
		CS	\$ .30		
Special	Legislative	Acts	N/A	x 3	= \$ _____
		CS	\$3.00		
	Judicial	Acts	\$ .20	x 3	= \$ _____
		CS	\$ .30		

**TOTAL AMOUNT OF LIQUIDATED DAMAGES DUE**

PER BOOK TOTAL	x	NUMBER OF BOOKS IMPROPERLY SHIPPED	=	\$ _____
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**D. Liquidated Damages for Unsatisfactory Production Materials or Workmanship.** The Agency may disapprove a production item other than a set of assembled pages, or reject a set of assembled pages or book due to the use of production materials or workmanship that does not satisfy the standards provided in Part IV, as specified in Appendices A and B, but decline to unilaterally terminate the contract as provided in Part XI, Paragraph "C", if the Agency concludes that the timeliness of delivery is more important than requiring specific performance alone as provided in Part XII.

**1. a. Production Item Other than Set of Assembled Pages.** The Agency's imposition of liquidated damages against the Contractor for a production item other than a set of assembled pages is calculated as follows:

**(1) Assumption.** It is assumed that if the Agency rejects a production item other than a set of assembled pages, the Agency is entitled to receive damages for losses that it would have incurred by demanding specific performance alone which would have caused the late delivery of the corrected replacement production item as provided in Part XII, Paragraph "C", and an assumed equivalent percentile of a one-calendar-day delay in the delivery of all books to all destinations, as provided in Paragraph "A", Subparagraph 1.



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- (2) **Calculation.** The liquidated damages shall be assessed based on the same formula used to calculate liquidated damages for the late delivery of a production item as provided in Paragraph "B", Subparagraph 1. However, in lieu of multiplying the base amount by the actual number of days that a production item is delivered late, the base amount is multiplied by the number of days that a corrected replacement production item would have been delivered late to the Agency if the Agency had demanded specific performance alone as provided in Part XII.
- (3) **Assessment Rate.** The assessment rate is based on the same assumption described in Paragraph "A", Subparagraph 2, Subdivision "b".

**Table F  
Liquidated Damages for Unsatisfactory Production Items  
Other Than Sets of Assembled Pages**

Type of Production Item (Item)		Calculation Formula Per Production Item (Item)						
		Book	Base Amount			Assumed No. of Days Replacement Item Delivered Late	Per Item Total	
			Assess. Rate x One Item	All Books	Equivalent No. of Days All Books Delivered Late			
Cover	Trial Performance Period	Acts	\$ .10	x _____	x .25	x 2	= \$ _____	
		CS	\$ .15	x _____				
	Standard Performance Period	Acts	\$ .10	x _____	x .50	x 4	= \$ _____	
		CS	\$ .15	x _____				
Set of Press Proofs	Trial Performance Period	Acts	\$ .10	x _____	x .25	x 2	= \$ _____	
		CS	\$ .15	x _____				
	Standard Performance Period	Acts	\$ .10	x _____	x .50	x 4	= \$ _____	
		CS	\$ .15	x _____				

**TOTAL AMOUNT OF LIQUIDATED DAMAGES**

PER ITEM TOTAL	x	NUMBER OF UNSATISFACTORY PRODUCTION ITEMS	=	\$ _____
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- b. **Set of Assembled Pages.** The assessment of liquidated damages for a set of assembled pages is calculated as follows:



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- (1) **Assumption.** It is assumed that if the Agency rejects a set of assembled pages, the Agency is entitled to receive damages for losses that it would have incurred by demanding specific performance alone, causing the late delivery of a corrected replacement set of assembled pages to the Agency as provided in Part XII, Paragraph "C", and calculated an assumed day-for-day equivalent consequential loss of the use of the set of assembled pages by the Agency's staff.
- (2) **Calculation.** The liquidated damages shall be assessed based on the same formula used to calculate liquidated damages for the late delivery of a set of assembled pages as provided in Paragraph "B", Subparagraph 2. However, in lieu of multiplying the base amount by the actual number of days that a set of assembled pages is delivered late to the Agency, the base amount is multiplied by the number of days that a corrected replacement set of assembled pages would have been delivered late to the Agency, if the Agency had demanded specific performance alone as provided in Part XII.
- (3) **Assessment Rate.** The assessment rate is based on the same assumption described in Paragraph "A", Subparagraph 2, Subdivision "b".

**Table G  
Liquidated Damages for the Unsatisfactory Sets of Assembled Pages**

Type of Production Item (Item)	Per Production Item Calculation Formula			
	Book	Base Amount Assessment Rate x One Item	Assumed No. of Days Replacement Item Delivered Late	Per item Total
Set of Assembled Pages	Acts	\$10	x 5	= \$_____
	CS	\$15		

**TOTAL AMOUNT OF LIQUIDATED DAMAGES DUE**

PER ITEM TOTAL	X	NUMBER OF UNSATISFACTORY SETS OF ASSEMBLED PAGES	=	\$_____
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- 2. **Books.** The assessment of liquidated damages for books is calculated as follows:
  - a. **Assumption.** It is assumed that if the Agency rejects a book, the Agency is entitled to receive damages for losses that it would have incurred by demanding specific performance alone, causing the late delivery of a corrected replacement book as provided in Part XII, Paragraph "C", and calculated as an assumed equivalent multiple calendar-day delay in the delivery of the book to its designated destination, as provided in Paragraph "A", Subparagraph 1.



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- b. Calculation.** The amount of liquidated damages shall be based on the same formula used to calculate liquidated damages for the late delivery of a book as provided in Paragraph "A", Subparagraph 2. However, in lieu of multiplying the base amount by the actual number of days that a book is delivered late to its designated designation, the base amount is multiplied by the assumed number of days that a corrected replacement book would have been delivered late to its designated destination, if the Agency had demanded specific performance alone as provided in Part XII.
- c. Assessment Rate.** The assessment rate is based on the same assumption described in Paragraph "A", Subparagraph 2, Subdivision "b".

**Table H  
Liquidated Damages for Unsatisfactory Books**

Type of Delivery and Distribution Per Book		Calculation Formula Per Book			
		Book	Base Amount Assess. Rate x Per Book	Assumed No. of Days Replacement Book Delivered Late	Per Book Total
Normal	General	Acts	\$.10	x 20	= \$ _____
		CS	\$.15		
	State Capitol Complex	Acts	\$.20	x 20	= \$ _____
		CS	\$.30		
Special	Legislative	Acts	N/A	x 20	= \$ _____
		CS	\$3.00		
	Judicial	Acts	\$.20	x 20	= \$ _____
		CS	\$.30		

**TOTAL AMOUNT OF LIQUIDATED DAMAGES DUE**

PER BOOK TOTAL	x	NUMBER OF UNSATISFACTORY BOOKS	=	\$ _____
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**XIV. WAIVERS AND AMENDMENTS**

- A. Writing Requirement.** A waiver or amendment of a provision of this contract shall not be valid unless made in writing.
- B. Waiver Restriction.** No person representing the Agency may waive a requirement or amend this contract, except Mr. Dennis Prouty, Director; Mr. Richard Johnson, Legal Services Division Director; or Ms. Leslie Hickey, Iowa Code Editor.

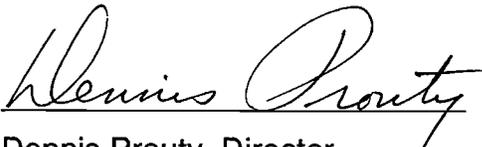


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**C. Failure to Act Is Not a Waiver.** The failure of a party at any time to enforce a provision of this contract is not a waiver of the provision, and does not affect the validity of any provision of this contract or the right of either party to subsequently enforce a provision of this contract. A decision by the Agency to ignore a breach of this contract by the Contractor is not a waiver of a subsequent breach of this contract by the Contractor.

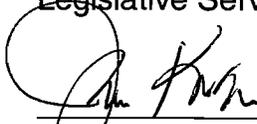
**XV. EXECUTION AND EFFECT OF EXECUTION**

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



Dennis Prouty, Director  
Legislative Services Agency

10/5/07  
Date



Joseph J. Kubes  
West Publishing Corporation

10/2/07  
Date

CS-2 Contract 2007 executed.doc

ADDRESS: c/o Legislative Services Agency  
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Des Moines, Iowa 50319  
Phone: 515/281-3566