GENERAL CONDITIONS

1. PUBLIC PRINTING LAW: The contract shall be subject to the provisions of La. R.S. 43:1.
2. PREVIOUS USAGE: The usage estimates provided in the specifications are based on the best information available to the Office of the Secretary of State (SOS) for usage of various printing items during the most recent available contract year. These previous usage figures in no way represent a commitment by the State as to the amount of printing to be done during the upcoming Contract period but are provided solely for the Contractor’s information.
3. SUBLETTING CONTRACT: The Contractor shall be held responsible for the work of any sub- Contractor(s) and shall see that the work is done without unnecessary delay in a good workmanlike manner, and that all necessary priority over other work is given. The Contractor shall not be relieved of any obligation to the State of Louisiana by any subletting of the contract in whole or in part to another.
4. QUALITY OF WORKMANSHIP AND STOCK: Representatives of the State shall have access to the Contractor’s plant at any time during working hours to inspect work in process. However, such inspection shall not relieve the Contractor from any responsibility under the contract for material or workmanship found defective after delivery.

The Office of the Secretary of State may require a status report at any time of work in progress and orders on hand.

All articles furnished and work done must be of acceptable quality. The use of inferior type, inferior presswork or the use of a different color of ink from that ordered, inferior binding, inferior quality or mismatched paper stock, a lesser grade of paper than that ordered, or any discrepancies will be sufficient cause for the rejection of the work and for refusal of payment thereof.

The Contractor must at all times be able to furnish upon request a list of those supplies named in the specifications, unless a substitute is approved by the Office of State Procurement. If any different kind is substituted, the quality shall be equal and the prices shall not exceed that named for similar articles in the specifications.

Specifications of stock made without the approval of the Office of the Secretary of State will be grounds for non-payment for that particular job.

In all printing, the proof shall be ready by original copy and corrected in the establishment of the Contractor. All typeset material is to be free from printer’s errors. A “clean” proof is to be

furnished to the department, board or institution ordering the printing. Proofs will be submitted upon request only.

1. ORDERING PROCEDURES: Agencies authorized to use the contract are delegated the authority, in accordance with La. R.S. 43:1.B(2) to submit orders directly to the Contractor. In no case shall the Contractor accept an order from an Agency without an authorization in writing.

The Contractor shall only accept orders which can be produced within the provisions of the contract. If an order requested cannot be priced under the price schedule herein, or if the quantity requested exceeds the maximum allowed on the contract, the order must be returned to the ordering Agency.

The Contractor is to provide cost estimates to the requisitioning Agency upon request. The estimate is to be the Contractor’s best estimate of cost but does not obligate him/her to this amount. Charges will be according to contract pricing.

The Contractor(s) shall also provide status on orders, whenever requested by phone or email, within 24 hours.

The Contractor must furnish the Office of the Secretary of State one finished sample and a copy of the itemized billing upon completion of each job produced under the contract, if requested within 10 business days.

1. DELIVERY: Delivery is to be FOB inside the Agency which shall include all cost of transportation and inside delivery within any office or building as specified. Completed work shall be shipped or delivered promptly without any unnecessary or avoidable delay.

Whenever because of inefficiency, inaccuracy, or delay for which the Contractor is responsible, it is necessary for the Ordering Agency to communicate with the Contractor, this will be done through the Agency and the cost of such communication between the Agency and the Contractor by telephone, fax, or overnight express shall be paid by the Contractor.

By accepting a contract for printing, binding, engraving, or lithographing, the Contractor agrees to complete the work and deliver the goods as specified promptly, satisfactorily, and without unnecessary delay. The Contractor will give said work the necessary priority over other work to assure timely delivery. The Office of the Secretary of State reserves the right to determine what is an unnecessary delay and/or unsatisfactory goods. After fully hearing the reasons for delay in doing the work, the Office of the Secretary of State may fix a definite date by which same must be completed and goods delivered. If work is not completed and goods satisfactorily delivered within the specified time, the Office of the Secretary of State reserves the right to have the work done elsewhere charging the Contractor any excessive cost for work above contract pricing.

Should it become necessary to purchase a contract item from another source, other legal actions and/or immediate cancellation of the contract could result.

1. PRICING: Prices will be calculated at the rate bid per lot.

When a smaller quantity is ordered than the lowest quantity for which the price is given in the contract, the price to be used for printing will be that of the smallest quantity stated in the contract, which is considered a minimum price.

If there is not a maximum stated in the contract and the Agency orders a quantity which exceeds maximum quantity for which a price is given in the contract, the entire order shall be billed at a price based on the maximum quantity listed in the contract.

In no case will a Contractor be allowed to charge for more than the exact amount of any article ordered without the consent of the Office of the Secretary of State except that under ordinary conditions an overrun and an underrun may be approved.

Each job will be billed at the per thousand rate according to the quantity ordered but calculated based on amount shipped.

Substitutes used without the consent of the Office of the Secretary of State will not be approved for payment.

1. DOWNWARD REVISION: All prices in the contract shall be subject to downward revision, with the approval of the Office of State Procurement to conform with any and all laws or codes that may be enacted by either Federal or State law-making bodies, and promulgated or proclaimed by the President of the United States or the Governor of the State of Louisiana.
2. RESERVATIONS: The right shall be reserved by the Office of State Procurement for all State Departments, Boards, and Commissions, and any other State Agency to which the contract applies to use state facilities for printing, rather than purchasing under contract.

In case of any emergency, when delivery is required by a date earlier than the Contractor is required to furnish under the contract, and when the Contractor cannot meet the delivery required, the Office of State Procurement reserves the right to secure bids for printing from persons other than the Contractor, and to purchase from any other source the State may deem fit without liability either on the part of the State of Louisiana or the Contractor.

1. PURCHASING POLICY: The Contractor is advised that the Office of State Procurement reserves the right to solicit bids on individual jobs which otherwise could be produced under the contract.