THE STATE OF TEXAS

BID # LC N-0734-033-21049

ORDINANCE #_____

COUNTY OF HARRIS

CONTRACT #_____

I. PARTIES

A. Address

THIS AGREEMENT FOR BOOKBINDING, REBINDING AND REPAIR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **HOUCHEN BINDERY LTD. AND DIVISIONS** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of the Library Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Houchen Bindery Ltd. And Divisions
340 First Street
Utica, NE 68456
Phone: 800-869-0420
Fax: 402-534-2761

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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C. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

E. Definitions

Certain terms used in this Agreement are defined in Exhibit "A", page 23 of 51.

F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation): Houchen Bindery Ltd and Divisions

WITNESS (if not a corporation):

By: _____

Name:

Title:

By: H. Damon Osborne

Name: H Damon Osborne

Title: President

Federal Tax ID Number: 47-0592409

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

_____
City Secretary

_____
Mayor

APPROVED:

COUNTERSIGNED BY:

_____
City Purchasing Agent

_____
City Controller

DATE COUNTERSIGNED:

_____

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

6-21-06
Date

Diana de Carmo
Legal Assistant

II. DUTIES OF CONTRACTOR

A. Scope of Services/Work

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

C. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTA TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO $500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

D. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,

(b) the basis on which indemnification may be due, and the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after

receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

(1) Commercial General Liability insurance including Contractual Liability insurance:

$500,000 per occurrence; $1,000,000 aggregate

(2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

(3) Automobile Liability insurance

$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

(4) Employer's Liability

Bodily injury by accident $100,000 (each accident)

Bodily injury by disease $100,000 (policy limit)

Bodily injury by disease $100,000 (each employee)

All insurance polices must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

(1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

(2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. <u>Warranties</u>

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods furnished by it, Contractor warrants:

(1) that all items are free of defects in title, material, and workmanship,

(2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

(3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

(4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 0% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "_." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is $50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

J. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

(a) a copy of its drug-free workplace policy,

(b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,

(c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

K. <u>Environmental Laws</u>

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids,

materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

L. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

M. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit G for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of $50,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the"[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of $_____, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is $_____.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. Changes

(1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

(3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:

(a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to $25,000. A Change Order of more than $25,000 over the approved contract amount must be approved by the City Council.

(b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

(c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

(4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

(5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

(6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. Renewals

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to two additional 1-year option periods, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

D. Time Extensions

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then

pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

(1) Contractor fails to perform any of its duties under this Agreement;

(2) Contractor becomes insolvent;

(3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

(4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

G. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove Contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent Contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
2. This relief is not applicable unless the affected party does the following:
   (a) uses due diligence to remove the Force Majeure as quickly as possible; and
   (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Q. Contractor Debt

If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify Contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A"
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Library Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article IIK (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

1.0 SCOPE OF SERVICES

The Contractor shall be required to furnish all supervision, labor, materials, tools, supplies, and transportation necessary to rebind or repair books, periodicals, and other forms of Library material. The Houston Public Library system consists of a Central Library, 36 branch libraries and 2 special service units. The Library bounds over 4,342 pieces of material yearly. Book binds totaled 1152. Periodicals bound was 3190.

1.1 INVOICES AND RECORDS

The Contractor shall:

A. Provide separate invoices by fund number;
B. Provide invoices itemized by service and title;
C. Supply invoices in triplicate plus a packing list;
D. Number all invoice pages consecutively beginning with page 1;
E. Mail invoices separately from merchandise shipped;
F. Include the following on a line-item basis on all invoices: Quantity, Title, Price, Extended Price.
G. Maintain records for the life of the contract.

2.0 Contractor must be a member of the Library Binding Institute and bind materials according to the standards of that organization.

2.1 CUSTOMER SERVICE: The Contractor must provide a toll-free Customer Service number or accept collect calls. This number shall provide direct access to personnel qualified to answer questions relating to customer service issues and technical support problems. At a minimum, technical support and customer service should be available during normal work hours of 9:00 AM through 4:00 PM Central Standard Time. A representative must list a name, phone number, cell-number, fax number, and e-mail address.

2.2 SHIPPING, PACKING AND TRANSPORTATION:

2.2.1. Delivery Schedule - The normal and rush delivery schedule will apply to all locations within the Library. All Deliveries shall be inside delivery. All delivery cost shall be paid by the Contractor.

2.2.1.1 Standard Pickup and Delivery: The delivery time is defined as the point of pick-up from the Library until the return of the item to the Library. The Library and the Contractor (binder) may mutually agree upon a longer schedule for return of specific items or shipments. The delivery is 28 days after receipt of materials from the Library.

2.2.1.2 Rush Pickup and Delivery: The Contractor may be requested to perform some of the deliveries under "rush" delivery terms unless the time requirement is less than 14 days. Any delivery requirement shorter than 14 days will not be considered within the scope of this contract. The Contractor will not be allowed to charge any up-charges for these rush deliveries; however, the Library will be required to contact the Contractor in advance to verify the Contractor's ability to meet the "rush" requirements at that particular time.

2.2.2 Return Shipments - Materials returned to the Library shall be packed in cartons with sufficient package material to prevent damage and with purchase order number, requisition number, packing list and specific destination legibly marked so that all shipments reach the correct Library.

2.2.3 Late/Misdirected Shipments/Partial Shipments or Lost Shipments:

2.2.3.1 Late or Partial Shipments:
Complete shipments or partial shipments not received by the Library by the specified delivery date because of being picked up late by the Contractor from the Library or not delivered within the maximum number of days allowable from the scheduled pick-up date.

2.2.3.2 Misdirect Shipments:
Shipments delayed due to Contractor's error and sent to a wrong address or wrong Library.

2.2.3.3 Lost Shipments: Lost shipments are addressed in Section 2.5.

2.2.4 Liquidated Damages: The time set forth for delivery of orders under this contract is an essential element of the contract. If the Contractor fails to deliver the order within the specified time, fails to deliver the materials satisfactorily bound, delivers the order to a wrong address or Library, or loses or damages the materials beyond repair, the actual damages to the Library will be difficult to determine or forecast. Therefore, in lieu of actual damages the parties hereby establish the following sums as a reasonable estimate of just compensation to the Library for the failure of the Contractor to deliver the order by the time set forth in the contract. These amounts will be deducted by the Library from the payment due the Contractor for each calendar day of delay and/or each misdirected shipment:

2.2.4.1 Late Shipments and Unsatisfactory Binding: $1.00 per day per volume for each working day the shipment or partial shipment is late.

2.2.4.2 Misdirected Shipments: $25.00 for each shipment, which is misdirected. In addition, if the shipment (whether full or partial shipment) is late, the damages for late shipments will also apply.

2.2.4.3 Lost Shipments: Lost shipments are addressed in Section 2.5.

2.2.5 Scheduling and Shipping:

2.2.5.1 The Library and the Contractor shall establish a schedule for shipment (by either the Contractor or a commercial freight line) and location of the pickup and delivery site within 30 days of the first pickup.

2.2.5.2 If the Library has an infrequent need of bindery work and no regular schedule has been arranged, the Library shall notify the Contractor when a pickup is required or when a shipment is going to be submitted to a commercial carrier. Contractor will be expected to make pick-ups within 28 days of notification.

2.2.5.3 All materials are to be shipped in a manner to avoid damages caused by environmental factors, e.g. uncovered truck, etc.

2.2.6 Packing:

2.2.6.1 The Library will pack all volumes so that loose pages and/or covers cannot be separated from the applicable volumes. Books requiring special handling are also to be packed separately and labeled accordingly. All periodical volumes of the same title are to be packed together.

2.2.6.2 Removable bindery slips are to be placed inside each volume under the front cover with the edge of the slip extended or secured by tying cord. Staples, paper clips or tape are not to be used to secure a bindery slip.

2.2.6.3 The Contractor will pack all materials in a manner to avoid damage. No volume is to be packed fore edge down.

2.3 GENERAL INFORMATION:

2.3.1 The Contractor will furnish at its own expense all materials and items necessary for the proper completion of services requested. This will include but not be limited to the following:

2.3.1.1 Bindery slips acceptable to both the Library and Contractor (no less than a four-part form).
2.3.1.2 Group F Buckram color swatches for the maximum number of colors available to the industry.
2.3.1.3 List of scheduled shipment and return dates.
2.3.1.4 Rubs where applicable.
2.3.1.5 Appropriate shipping cartons and mailing labels.

2.3.2 Bindery Slips:

2.3.2.1 The Library will submit two copies of the bindery slip supplied by the Contractor or a comparable slip with every volume to be bound with all necessary information legibly typewritten or printed in the proper location on the slip. Bindery slips for paperback binding will include title information for counting purposes and are required by the Library. Special lettering or instructions will be noted on the paperback binding slips.

2.3.2.2 Bindery slips shall contain the following minimum information:

2.3.2.2.1 Collation and/or other special instructions.
2.3.2.2.2 Lettering to be used on the spine and/or cover.
2.3.2.2.3 Transliterations, abbreviations of too-long titles, and/or special instructions on deviations from specifications or ANSI/NISO/LBI Z39.78-2000.

2.3.2.3 The Contractor shall immediately contact the Library to obtain the complete binding data for any work received which does not contain a bindery slip and/or special instructions.

2.3.2.4 When a bindery slip is required, one part must be returned by the Contractor with the volume.

2.3.2.5 Library has the option to provide its own bindery slip. If provided by the Library, the slip will list all of the specifications necessary for the Contractor to complete binding or rebinding operations. Color preference for buckram cover and lettering, if any.

2.3.3 Preparation of Book Volumes by the Library Prior to Shipping: Send sample volumes or rubs if matching is necessary (all rubs shall clearly show the base line of the volume). Indicate when headbands are requested.

2.3.4 Preparation of Periodicals by the Library Prior to Shipping:

2.3.4.1 Determine how the volume is to be bound (as received, with ads, without ads, missing issues, etc.).

2.3.4.2 Specify arrangement for placing of index, title page, etc.

2.3.5 Binding Not Fully Specified: Whenever the type of binding desired is not adequately specified in this contract, it is the Library's responsibility to submit to the Contractor in writing any unique requirements requested and receive acknowledgment from the Contractor that the Contractor can provide said services under the class and item requested. Submittal of a sample of the item with the request may be necessary for proper determination by the Contractor of services required.

2.3.6 Special Instructions: Unless otherwise specified, all work and materials shall conform to the American National Standards Institute/National Information Standards Organization/Library Binding Institute Standard for Library Binding, copyright 2000, herein referred to as the ANSI/NISO/LBI Z39.78-2000. The Library will furnish the Contractor special instructions in writing for any work not conforming to these specifications or the ANSI/NISO/LBI Z39.78-2000.

2.3.7 Rare Books: The Library reserves the right to handle the binding of "rare" books either under this contract or under delegated authority.

2.3.8 Warranty: Warranty specified in ANSI/NISO/LBI Z39.78-20003.0.

2.3.9 Special Cover Colors: The Standard Bindery Colors for F Grade Buckram

Pyroxylin Impregnated Cover Material is as follows:

ITEM COLOR	MFG NUMBER
RED	182
MAROON	192
LIGHT ORANGE	240
DARK ORANGE	290
YELLOW-GOLD	370
BRIGHT GREEN	478
LIGHT GREEN	488
DARK GREEN	494
MEDIUM BLUE	538
BLUE	563
ROYAL BLUE	588
NAVY BLUE	598
LAVENDAR	630
RUST	719
LEGAL TAN	775
DARK TAN	798
MEDIUM BROWN	815
BROWN	860
DARK GRAY	943
LIGHT GRAY	958
BLACK	990

Note: The manufacturer numbers are Library Binding Service, Gane Bros. or approved equal.

The Contractor is to supply the Library with the color swatches at no cost.

2.4 COMPLIANCE WITH SPECIFICATIONS:

2.4.1 The Contractor is required to perform the requested services only if items have been prepared by the Library in accordance with the terms and conditions specified herein and when applicable in accordance with the practices established by the ANSI/NISO/LBI Z39.78-2000. By signature on the bid, a Contractor certifies compliance with the trade practices and rules for the Library Binding Industry as promulgated by the Federal Trade Commission on August 30, 1954.

2.4.2 Quality Standards:

2.4.2.1 The Library reserves the right at any time during the contract to submit volumes which are representative binding samples of a Contractor to a panel of librarians, preservation administrators, conservators, and/or Library Binding Institute examiners. The panel,

none of whose members may be participants in the contract, will determine whether the binding conforms to ANSI/NISO/LBI Z39.78-2000 standards. The determination of the panel shall be final and conclusive.

2.4.2.1.1 Quality Control: Error rate may not exceed more than three percent (3%) of the total volumes bound in a three-month period. If error rate in any three-month period exceeds this percentage and binder and customer are unable to arrive at a satisfactory solution within 30 days after end of quarter, customer and binder shall request mediation.

2.4.2.1.2 Error Rate: Error is defined as books being returned to bindery because of unsatisfactory work rendering any volume unusable. Following are the most common characteristics of each volume to be checked but are not limited to the following:

2.4.2.1.2.1 Cover: Material applied smoothly to boards, clean and free of glue and joints parallel to spine & uniformly deep.

2.4.2.1.2.2 Trimming: Each of three exposed edges trimmed flush; no text trimmed off any page; no fold-over sheets cut through volume not trimmed if instructions specify "no trim".

2.4.2.1.2.3 End Papers: Front and back pastedowns secure and positioned squarely on boards; end papers not wrinkled or marred.

2.4.2.1.2.4 Spine Imprint: All elements match binding slip; imprint clear.

2.4.2.1.2.5 Text block: Firmly attached to cover; reinforcing material properly extended and smoothly adhered; recased volumes free of old adhesive and well cleaned; stitching secure; double fan adhesive bound volumes with all leaves firmly and cleanly attached; correct Orientation within case.

2.4.2.1.2.6 Collation: Issues/pages in correct order; supplements and indexes properly placed; pockets properly placed.

2.4.3 Corrections: Errors made by the Contractor will be corrected at no additional charge to the Library including pickup and delivery.

2.4.4 Return of Corrected Items: Corrected volumes will be returned to the Contractor at the Contractor's sole expense within 28 calendar days of the date of the return. If the Library needs the corrected items in a rush, the Contractor will make corrections on a rush basis (14 days) at the Contractor's sole expense. The Contractor will also pay for transportation to and from the Library. Damages for late delivery will apply.

2.4.5 Irreparable Items: Volumes with errors that cannot be corrected without permanently damaging the volume or without making the volume unbindable will be handled as a replacement according to the terms in Section 2.5 2 (Replacement).

2.5 LOST OR DAMAGED VOLUMES:

2.5.1 Lost Declaration: Items not returned 28 days after receipt of order for scheduling and shipping will be considered lost. The Library will give the Contractor an additional 14 calendar days before filing a claim against the Contractor for a lost shipment.

2.5.2 Replacement: The Contractor will credit the Library with the total replacement cost for a volume lost or irreparably damaged by the Contractor. The total replacement cost will be

determined by the Library and shall be either the actual price paid by the Library for a replacement volume, or the appraised value of an irreplaceable volume.

2.5.3 Irreplaceable Items: If an irreplaceable volume is damaged or lost, the Library shall have the right to secure an independent appraisal at the Contractor's sole expense.

2.6 LIABILITY INSURANCE: Contractor has full responsibility for safekeeping and return of any and all items placed in its possession. All reasonable precaution shall be taken by the Contractor to prevent loss or damage as many items may be considered to be priceless, out of print, or otherwise irreplaceable.

By signature on the contract, the Contractor certifies that it will maintain insurance in full force and effect to protect the Library's property while in the Contractor's custody including transportation provided by the Contractor. Contractor shall certify as follows:

2.6.1 The insurance contract must provide for "all risk" coverage for all items. The Contractor may request special arrangements be made in advance for volumes valued over $400.00 or those that are considered irreplaceable.

2.6.2 The limit of liability for any volume lost, damaged beyond use, or destroyed shall be the purchase price of the replacement book plus $30.00 to cover the cost of searching, ordering, and processing the book into service in addition to possible damages for late delivery. Section 3 - Technical Specification

3.0 NOT USED

3.1 SPECIAL NOTES:

3.1.1 Unless otherwise specified, all work and materials shall conform to the American National Standards Institute/National Information Standards Organization/Library Binding Institute Standard for Library Binding, copyright 2000 or latest edition, herein referred to as the ANSI/NISO/LBI Z39-78-2000.

3.1.2 Exceptions to the specifications stated herein shall be authorized only when the Library provides the Contractor with special written instructions.

3.2 MATERIALS SPECIFICATIONS:

3.2.1 Thread: Thread used for over sewing shall conform to ANSI/NISO/LBI Z39.78-2000 20.0. Thread used for other methods of leaf attachment shall be of highest quality and of an appropriate weight, thickness, strength, and fiber for those applications.

3.2.2 Paper: All paper used in conjunction under this contract (e.g., for endpapers, stubs, pockets) shall conform to ANSI/NISO/LBI Z39.78-200015.0 and shall have a pH of not less than 7.5 (cold extraction, Tappi T-509 om-83) and a minimum alkaline reserve equivalent to 2% calcium carbonate based on oven dry weight.

3.2.3 Endpaper Construction: All endpapers shall conform to LBI Standard. All endpapers shall conform in weight and strength to ANSI/NISO/LBI Z39.78-200015.1.1, 15.1.2 and 15.1.3, as shall the fabric with which they are reinforced. Grain direction shall run parallel to the binding edge.

3.2.4 Adhesives: All adhesives shall conform to ANSI/NISO/LBI Z39.78-200019.0. Adhesives used for leaf attachment, back lining, case making, casing-in, and construction of boxes and portfolios shall be high-grade co-polymer polyvinyl acetate emulsions with good aging characteristics. High-grade animal glue is also acceptable for some of the procedures used in case making and construction of boxes and portfolios.

3.2.5 Spine Lining Material: The spines of all text blocks shall be lined with the spine lining cloth specified in the 1993 amendment to ANSI/NISO/LBI Z39.78-200011.0. Standard double-fan adhesive text blocks shall have a second or double spine lining made of woven or non-woven cloth which meets the specifications of the American National Standards Institute, National Information Standards Organization and the Library Binding Institute, copyright 2000. The spine lining in all cases shall extend to within 1/4" of the head and tail and only each board by 1-1/4". The spines of all volumes over 1-1/2" thick that have been sewn through the fold or recased, and all other volumes over 2-1/2" thick or that weigh more than 5 lbs. shall be reinforced with an additional layer of material. This reinforcement of alkaline paper (basis weight: 60 lbs. per 500 sheets, 25 X 38"), or heavier, cut to the height and width of the spine.

3.2.6 Board: Board shall conform to ANSI/NISO/LBI Z39.78-2000 16.0. Board thickness shall be appropriate for the size and weight of the volume to be bound and shall be available in thickness ranging from approximately .060 to .126 inches.

3.2.7 Covering Material: Unless specified as a Type II Cover, all covering materials will be Group F Buckram. Covering material for bound volumes and boxes shall conform to ANSI/NISO/LBI Z39.78-2000 18.1 unless a different type of material is requested by the Library for specific items or a specific class of items. Choice of colors for periodicals will normally be specified by the Library. Book color selection is optional.

3.2.8 Type II Covering Material: Used for cloth bound economy binding and cloth bound paperbacks, all Type II Covering Material shall conform to the following specification: 10 point cellulose base, saturated and reinforced with latex resin, coated and finished with pyroxylin, and embossed with a buckram type pattern.

3.2.9 Inlays: Inlays shall conform to ANSI/NISO/LBI Z39.78-2000 15.3 and shall be alkaline and buffered.

3.2.10 Stamping Foil: Stamping foil shall conform to ANSI/NISO/LBI Z39.78-200022.0; color shall normally be specified by the Library.

3.3 SPECIFICATIONS FOR BINDING OF BOOKS AND PERIODICALS – DEFINITIONS:

3.3.1 Books: A book is a single text block that can be bound without requiring the Contractor to refer to, or make, a record of the spine stamping pattern and color of cover for the purpose of matching the volume to others having the same title (ANSI/NISO/LBI Z39.78-2000 5.1).

3.3.2 Periodicals: A periodical consists of one or more periodical issues that must be bound together as a single unit; and requires the Contractor to refer to, or make, a record of the spine stamping pattern, color of cover and color of stamping foil for the purpose of matching the volume to others having the same title (ANSI/NISO/LBI Z39.78-2000 5.2).

3.3.3 Matched Books: A matched book is a single text block for which the color of cover and color of stamping foil must be selected to match others in a set or series. The Contractor may or may not be required to refer to, or make, a record of the spine-stamping pattern (ANSI/NISO/LBI Z39.78-2000 5.2 which uses the terminology "multi-volume monographs" as opposed to "matched book"). For the purposes of this contract, if the Contractor is requested to maintain a pattern for matched books, the binding will be charged as a periodical. If the Library sends a rub, the binding will be charged as a book.

3.4 BINDING AND REBINDING SPECIFICATIONS:

3.4.1 Books: Up to 13" height and up to 3" thickness; additional prices per inch for over 13" height and over 3" thickness. Books include five lines of horizontal print or 5" of vertical print at no charge.

3.4.1.1 Standard Binding: Unless otherwise specified by the Library, items in this category are double-fan adhesive bound and rounded and backed. Books requiring only standard collation as defined in the ANSI/NISO/LBI Z39.78-2000.

3.4.1.1.1 Paperback Books: At the discretion of the Library, the front and back covers shall be removed from the text block and securely glued to the buckram case. Brief title and/or author information shall be printed in vertical lettering on the spine.

3.4.1.1.2 Cover of book shall be enhanced digitally if available.

3.4.1.2 Economy Binding: These binding styles as described do not meet the ANSI/NISO/LBI Z39.78-2000 although portions of the procedures do. Generally, the volumes bound in these categories are lighter-weight items or lesser-used materials. In all cases volumes are flat back rather than rounded and backed; wide hinges rather than narrow hinges are allowed; and, there is no second spine lining. Double-fan adhesive binding, as specified in ANSI/NISO/LBI Z39.78-20007.3, is the acceptable method of leaf attachment except when otherwise specified by the Library. Side sewing is also acceptable on very thin volumes with adequate gutter margins. Collating shall not be required.

3.4.1.2.1 Cloth Bound: Group C-1, Group C, and Type II covering materials may be used. The color of the covering material shall be chosen by the binder. The Library reserves the right to specify color to match volumes in a set.

3.4.1.2.2 Call numbers, if requested, shall be printed horizontally on the spine. Brief author and brief title information shall be printed in vertical lettering.

3.4.1.2.3 Mylar Bound: At the discretion of the Library the complete original cover shall be removed from the text block and laminated to a new hardboard case with clear polyester film. This cover sheet shall be used as in regular case making except that no cord is added at the top and bottom of the inlay for spine reinforcement. Cover of books must be enhanced digitally if available.

3.4.1.2.4 No call numbers or other lettering shall be printed on Mylar bound books.

3.4.2 Periodicals: Up to 13" height and up to 3" thickness; additional prices per inch for over 13" height and over 3" thickness. Periodicals include seven lines of horizontal print or 7" of vertical print at no charge.

3.4.2.1 Custom Binding: Special instructions for lettering and collation must be included on binding slip. Collation shall conform to ANSI/NISO/LBIZ39.78-2000 6.2 and include one or all of the following custom services as requested by the Library:

3.4.2.1.1 Custom placement of title page, table of contents, index, supplements, and other inserts.

3.4.2.1.2 Removal of covers and unpaginated advertising at the front and back of each issue.

3.4.2.1.3 Inspection to ensure correct order of issues.

3.4.2.1.4 Examination for completeness and defects.

3.4.2.2 Standard Binding: Lettering shall include title, volume, and date, etc. No collation. Volumes will be bound as received (see ANSI/NISO/LBI Z39.78-2000 6.3).

3.4.2.3 Economy Binding: These binding styles as described do not meet the ANSI/NISO/LBI Z39.78-2000, although portions of the procedures do. Generally, the volumes bound in these categories are lighter-weight items or lesser-used materials. In all cases volumes are flat back rather than rounded and backed; Group C-1, Group C, and Type II covering materials may be used rather than Group F buckram; wide hinges rather than narrow hinges are allowed; there is no second spine lining (except for sew through the fold which requires two linings); and the color of covering material shall be chosen by the Contractor. The Library reserves the right to specify color to match volumes in a set. Lettering shall include title, volume, and date, etc. No collation. Volumes will be bound as received. Double-fan adhesive binding, as specified in LBI Standard 6.3, is the acceptable method of leaf attachment except when otherwise specified by the Library.

3.4.3 Theses, Manuscripts and Dissertations: Title, author, and date stamped on the spine. Front cover print and call numbers are extra charges. The Library will supply the rub for stamping format. Music Parts or non-print materials: Music parts must be bound separately for use yet kept together as one unit for shelving. This will be accomplished in one of two ways:

3.4.3.1 Pocket Binder for Music Parts:

a. The pocket binder will be constructed of materials that conform to the materials specifications of this contract. Boards will be of a weight suitable for the size and weight of the contents they are meant to protect. One music part or non-print material specified by the Library will be bound in the spine of the binder. All other parts will be bound separately in cover weight alkaline paper and placed in a pocket constructed in the binder. The pocket will adhere to all specifications for pockets.

b. All parts must be bound in such a manner that they will open flat. Parts issued in signature(s) will be sewn through the fold.

3.4.3.2 Slipcase for Music Parts or non-print materials:

a. The slipcase for parts will be constructed of materials that conform to the materials specifications of this contract. Boards will be of a weight suitable for the size and weight of the contents they are meant to protect.

b. Each part will be sewn separately into an alkaline paper folder and placed in the slipcase, which will not be more than 1/8" larger all around than its contents.

c. All parts must be bound in such a manner that they will open flat. Parts issued in signature(s) will be sewn through the fold.

3.4.3.3 Lettering for Parts: Each part will be lettered with author/title information. In addition, each part will be lettered with the part name, as indicated by the Library.

3.4.4 Examination and Collation:

3.4.4.1 All volumes: Volumes will be collated to Library's specifications. All volumes shall be examined according to LBI Standard 6.0 to detect damaged leaves and peculiarities of paper or construction, which might make first time binding or rebinding inadvisable.

3.4.4.2 Books: Books shall be inspected to ensure completeness and correct sequence of pages as per ANSI/NISO/LBI Z39.78-2000 6.1.

3.4.4.3 Periodicals: Custom Periodicals shall have special collation as per ANSI/NISO/LBI Z39.78-2000 6.2; Standard and Economy Periodicals shall have no collation per ANSI/NISO/LBI Z39.78-2000 6.3, but shall be examined to ensure completeness and correct sequence of parts and pages.

3.4.4.4 Incomplete or Imperfect Volumes: Incomplete or imperfect volumes shall be returned unbound unless the Library has acknowledged the incompleteness in some way.

3.4.5 Special Preparation:

3.4.5.1 Whenever necessary, the Contractor shall set out (with strips of alkaline paper or cloth of an appropriate weight) all double leaves, maps, and inserts in order to preserve printed matter which would otherwise be destroyed by trimming and/or sewing along the spine edge.

3.4.5.2 Rounded and backed text blocks which must be rebound, and for which it is not possible to preserve the original sewing structure, shall have boards removed and the old rounding and backing taken out by nipping before the spine edge is trimmed or milled.

3.4.5.3 For text blocks which must have the spine edge trimmed or milled away in preparation for over sewing or double-fan adhesive binding, as little as possible (and not more than 1/8") of the edge shall be removed in order to preserve as much as possible of the inner margin. Trimming shall conform to ANSI/NISO/LBI Z39.78-2000 8.0.

3.4.5.4 Very bulky periodical issues which are saddle-stitched and which cannot be sewn through the fold (e.g., when they must be bound together with non-saddle stitched issues) shall be prepared for adhesive binding or over sewing by slitting through the fold rather than by trimming or milling.

3.4.5.5 All staples must be pulled from side-stitched text blocks to provide an inner margin of maximum width. No text blocks shall have staples removed by trimming or milling. Staples shall be removed from all saddle-stitched issues prior to their being sewn through the fold.

3.4.5.6 Where margins of adhesive bound text blocks are extremely narrow, the pages shall be pulled away from the original adhesive if this can be done easily (which is sometimes the case when the original adhesive is a hot melt type) and left untrimmed.

3.4.6 Leaf Attachment:

3.4.6.1 Selection of Method: The Library may provide the Contractor with instructions for selecting the method of leaf attachment by writing general guidelines that can be used by the Contractor to make decisions, or by writing specific instructions on the bindery slip for each volume. In the absence of instructions from the Library, the Contractor shall use their best judgment to select the appropriate leaf attachment method for each volume. If the Contractor determines that the leaf attachment method specified by the Library would be inappropriate for the volume, the Library shall be so advised in order to select a different method.

3.4.6.2 Recasing: This method may be used for text blocks, either book or periodical, which will be bound as a single unit (i.e., not with other pieces) and which are already sewn using an adequate number of stitches and sturdy thread. The sewing structure must be in good condition. Recasing shall be done according to ANSI/NISO/LBIZ39.78-2000 7.1. The text block shall be removed from its original case, old lining material and adhesive removed from the spine without disturbing the original sewing, new endpapers attached, the spine shall be coated with new adhesive, a strong spine lining applied, and a new case made and attached to the text block.

3.4.6.3 New Case Only (Also Called Prep-recase). This method shall be used for book or periodical text blocks with previously damaged sewing, which shall be rebound as a single unit (i.e., not with other pieces). The Library shall repair the damaged sewing and

prepare the text block with new endpapers, coat the spine with new adhesive and apply a strong spine lining. The Contractor shall add to the text block a new case only.

3.4.6.4 Sewing through the Fold: Sewing through the fold shall be done according to ANSI/NISO/LBI Z39.78-2000 7.2. This method may be used for the following:

a. Periodicals issued in single, saddle-stitched signatures.

b. Books composed of signatures, which can be bound in no other way without destroying printed matter in the inner margin.

3.4.6.5 Double-Fan Adhesive Binding:

a. This method may be used for all books, periodicals and pamphlets that are not suitable for New Case Only or Sewing Through the Fold, are less than 2-1/2" thick, not more than 5 lbs. In weight, and have inner margins of at least 5/8".

b. Double-fan adhesive binding shall conform to ANSI/NISO/LBIZ39.78-2000 7.3 and 19.2.

c. Notching is permitted no deeper than 1/16". The number of notches shall be the minimum required to enhance exposure to adhesive. The Contractor must exercise judgment in determining the frequency of notches by weighing such factors as size and weight of the volume and the gloss of the paper.

3.4.6.6 Over sewing:

a. This method may be used for books and periodicals printed on sturdy, flexible paper with an inner margin of at least 5/8".

b. Over sewing shall conform to ANSI/NISO/LBI Z39.78-20007.4, except that the Contractor is not to use the alternate endpaper described in ANSI/NISO/LBI Z39.78-2000 7.4.2.1.

c. Items to be over sewn shall be divided into uniform sections not to exceed 0.055 inch in thickness except those printed on flexible, pulpy paper, which may be thicker sections, but not to exceed 0.065 inch.

d. Sewing shall not be closer to the head and tail of the text block than 1/4".

3.4.6.7 Items Unsuitable for Binding:

a. If it is determined that the original sewing is not sound, minor repairs shall be made, if possible, or volume shall be returned unbound to the Library for reassessment.

b. Items that are unsuitable candidates for any of the above methods of leaf attachments shall be returned to the Library unbound or shall be boxed in accordance with special instructions provided by the Library.

3.4.6.8 Stubbing:

a. When periodical parts of different heights are to be bound together, the bottom of the resulting text block should be flush - not the top. Stubbing conforming to ANSI/NISO/LBIZ39.78-2000 15.2 shall be used whenever practical to make up for size differences. In no case shall one piece be trimmed excessively for the purpose of making it conform to a smaller piece with which it must be bound.

b. Stubbing per ANSI/NISO/LBI Z39.78-2000 6.5 shall be added to volumes to compensate for thick pockets on back covers and to correct text blocks which flair out towards the fore-edge.

3.4.7 Application of Endpapers:

3.4.7.1 When text blocks are to be over sewn, application of endpapers shall conform to ANSI/NISO/LBI Z39.78-2000 7.4.2.

3.4.7.2 When text blocks are to be sewn through the fold, the endpapers shall also be sewn through the fold. Endpaper construction will comply with ANSI/NISO/LBI Z39.78-2000 7.2.2.

3.4.7.3 When text blocks are to be double-fan adhesive bound, the endpapers shall be placed on either side of the text block before the gluing up process and shall be attached during that process as per ANSI/NISO/LBI Z39.78-2000 7.3.2.

3.4.7.4 When text blocks with original sewing structure intact are to be fitted with a new case only, endpapers shall be attached by sewing through the folds of the endpapers and the two outermost signatures, front and back (four signatures in all), of the text block. Endpaper construction will comply with ANSI/NISO/LBI Z39.78-2000 7.1.2.

3.4.7.5 When text blocks have been over sewn previously and must have endpapers whip stitched on, the stitching shall be done as follows: Holes shall be punched or drilled at a 45 degree angle, 1" apart along with spine edge of the text block by passing the needle through the holes twice from first hole to last and back.

3.4.7.6 When endpapers must be tipped onto the first page of a text block, adhesive shall be applied at the spine edge of that page in a swath at least 1/8" but no more than 1/4" wide.

3.4.7.7 In no case shall a strip of reinforcing fabric be adhered directly to the spine edge of any page of a text block.

3.4.8 Trimming: The heads, fore-edges and tails of text blocks shall be trimmed as slightly as possible, and under no circumstances shall printed matter be trimmed away. Volumes in which text and/or illustrations bleed to the edges of pages shall be left untrimmed. Trimming of periodical text blocks shall be done according to ANSI/NISO/LBI Z39.78-2000 8.0. Trimming shall not be used to remove staples from a side-stapled item; they shall be carefully pulled from the item instead. Periodicals issued in signatures, which are to be over sewn or adhesive bound, shall be prepared by slitting through the fold rather than trimming or milling.

3.4.9 Rounding and Backing: All text blocks shall be rounded and backed to conform to ANSI/NISO/LBI Z39.78-2000 10.0 except the following:

3.4.9.1 Those which will be fitted with a new case only and which the Contractor deems sufficiently rounded and backed or too fragile to be subjected to rounding to rounding and backing without risk of damage to the text block or sewing structure.

3.4.9.2 Very thin items including saddle stitched pamphlets and music scores.

3.4.9.3 Economy books and periodicals.

3.4.10 Lining up the Spine: Backs shall be lined to conform to ANSI/NISO/LBI Z39.78-2000 11.0. Text blocks over 2-1/2" in thickness or which are very heavy shall have an extra lining of alkaline paper applied over the cloth lining for additional support. Double-fan adhesive bound volumes shall be lined with a stretchable back-lining material.

3.4.11 Casing-In:

3.4.11.1 Casing-in shall conform to ANSI/NISO/LBI Z39.78-2000 13.0.

3.4.11.2 Volumes shall be cased-in and pressed between metal edged boards or in a hydro-press, i.e., a building-in machine. If the hydro-press is used, the heat, pressure, and dwell time shall be sufficient to set the joints, ensure good adhesion and permit the boards of the book to open easily. The adhesive used for casing-in shall be completely compatible with that used for making the case.

3.4.11.3 The square which projects around the head, fore-edge and tail of the text block shall be proportionate to the size and weight of the text block as per ANSI/NISO/LBI Z39.78-2000 13.0.

3.4.12 Case Making:

3.4.12.1 Case construction shall conform to ANSI/NISO/LBI Z39.78-200012.0.

3.4.12.2 Boards and inlay shall be securely adhered to the inside of the covering fabric. The inlay shall be cut to the same height as the boards and the same width as the back of the text block.

3.4.12.3 On all volumes 1/2" thick or more a piece of cord of appropriate thickness shall be placed at each end of the inlay before the fabric is turned over the boards in order to provide additional strength at the head and tail of the spine. (Cord must be omitted at the tail of text blocks flush with the bottom of the case).

3.4.12.4 Hinges shall be of a sufficient width for easy opening and covering material shall be uniformly turned in at least 5/8". Cases shall be neatly made.

3.4.13 Lettering:

3.4.13.1 Lettering: Type Size and Style: Stamping shall be done to conform to ANSI/NISO/LBI Z39.78-2000 12.2. Stamping foil shall conform to ANSI/NISO/LBI Z39.78-2000 22.0. All lettering shall be 18 point sans serif (gothic) medium type except for volumes thinner than 1" which may be lettered in 14-point type. All call numbers, however, shall be stamped in 18-point type. The typeface should clearly distinguish between letters and numerals. Characters must be available in both upper and lower cases for use as appropriate in call numbers. Stamping foil shall be white, black or gold (imitation).

3.4.13.2 Placement of Call Numbers: The order of priority for placement of call numbers on the covers of classified volumes is:

a. In horizontal lines on the spine.

b. Printed vertically with a 6 point space indicating separate lines of call when volumes are too thin to accommodate horizontal call.

c. In horizontal lines in the bottom left-hand corner of the front cover as close to the spine as possible when the spine cannot accommodate call.

3.4.13.3 Placement of Author/Title Information: The order of priority for placement of author/title information on the covers of volumes is:

a. In horizontal lines on the spine.

b. When volumes are thinner than 5/8" in vertical lines running down the spine.

3.4.13.4. Volume, Issue, Page and Year Designation (or other Variables): Volume, issue, page (if applicable) and year designation or other such variable designations are always to be stamped horizontally. Stamping shall be done consistently from one bound volume to the next. If variations in the size of bound volumes require modifications in the stamping of this information, then Contractor shall establish and adhere to patterns so that stamping is done consistently for volumes of the same size.

3.4.13.5. Exceptions: Exceptions to the above must be noted on the bindery slip.

3.4.14 Pockets for Supplementary Materials:

3.4.14.1. Pockets shall be made of alkaline paper, tear resistant fabric, or fabric and board - depending on the bulk and weight of the materials they are designed to protect as per ANSI/NISO/LBI Z39.78-2000 6.5 and 15.2. They shall be constructed so that the materials they contain are firmly supported and are not easily damaged as they are inserted in or removed from the pocket. Pocket shall not be so loose that material will fall out of it nor so tight that material cannot be easily removed from it. Pockets shall be securely glued to backing and there shall be no loose flaps or overlaps inside pocket. Stubbing and guarding with linen shall be used as necessary.

NOTE: With regard to Tyvek, the ANSI/NISO/LBI Z39.78-2000 Standards in regards to pockets, reference cloth or acid-free paper, Tyvek exceeds the strength of cloth and is acid free. Therefore, it should qualify under item 18.1 of the LBI Standards. The LBI sets minimum specifications for performance and thereby allows a Contractor to improve process and materials to raise the quality of Library bound products. Section 15.2 is intended primarily as the lining sheet inside a cloth pocket, but also for pockets made only of paper that will house then inserts such as a single map. Tyvek pockets share some of the characteristics of cloth pockets, but are less costly. The National Association of State Textbook Administrators (NASTA) standard says that Type III (Tyvek) is listed as being accepted, interchangeable with C-1 grade cloth.

3.4.15 Newspaper Binding:

3.4.15.1. A newspaper is an item published periodically, usually daily or weekly, containing the most recent news, advertisements, and literary matter. Printed on newsprint, a newspaper is delivered unbound from the publisher.

3.4.15.2. Newspapers (up to 3" in thickness; maximum 4") are categorized in three sizes:

a. Up to 14" in height
b. 14-18" in height
c. Over 18" in height

3.4.15.3. 7" of vertical lettering are included in the base price.

3.4.15.4. Unless otherwise requested, black buckram will be used with white lettering.

3.4.15.5. Newspapers should arrive in good condition since there is no mending. Newspapers should be sent lying flat. Contractor must supply boxes for shipment.

3.4.15.6. A check for completeness will be made by the Contractor.

3.4.15.7. If there are short issues, stubbing will be required.

3.4.15.8. Newspapers are machine sewn into sections. Sections are then hand sewn together.

3.4.16 Pamphlet Binding:

3.4.16.1. For purposes of these specifications a pamphlet is defined as a publication consisting of one folded section regardless of the number of leaves.

3.4.16.2. All pamphlets, regardless of inner (binding) margin, shall be sewn through the centerfold, through a linen reinforcement, by hand or by means of a sewing machine (Singer or equivalent). End papers shall conform to ANSI/NISO/LBI Z39.78-2000 15.1 and consist of a double folio wrapped around the pamphlet between the pamphlet and the linen reinforcement. Pamphlets are not to be rounded and backed. The pamphlet will be printed on the upper left corner of the front cover as close to the spine as possible. Call numbers will be an extra charge.

3.4.16.3. Cover material shall be a minimum of 25 points in thickness. It shall be a gray pressboard specially manufactured with an alkaline pH and buffered to neutralize migrant acidity.

3.4.17 Portfolios: Up to 14" height and up to 4" thickness; additional prices per inch for over 14" height and over 4" thickness. Portfolios shall be constructed of materials, which conform to the materials specifications of this contract. Boards shall be of a weight suitable for the size and weight of the contents they are meant to protect. The grain shall run in the direction of the longest dimension of the portfolio. Ties shall be a high quality dye fast cotton twill or nylon tape, or unbleached linen tape. A portfolio shall have three or four flaps, each flap completely covering its contents so that there is no overlap line in contact with the contents. A portfolio shall not be more than 1/8" larger all around than its contents and must be able to accommodate irregularly shaped materials. The lining shall be of alkaline paper or the board must be free of lignin and have a pH of higher than 7.5 with an alkaline reserve of no less than 2% calcium or magnesium carbonate (based on over dry weight).

3.4.18 Double-Tray Book Boxes and Slipcases: Up to 14" height and 4" thickness; additional prices per inch for over 14" height and over 4" thickness. Double-tray book boxes and slipcases shall be constructed of materials, which conform to the materials specifications of this contract. Boards shall be of a weight suitable for the size and weight of the contents they are meant to protect. Boxes shall be made plain, or shall have a drop-back construction, or shall be configured as a slipcase and shall provide firm support for their contents. Boxes shall be made so that the contents can be easily removed and replaced in a non-damaging fashion.

3.4.19 Phase Boxes:

3.4.19.1. Phase boxes shall be constructed of strong, flexible, alkaline- buffered board, which will crease without splitting. The Library shall designate choice of gray/white barrier board (approximately 55 point), or lignin-free board of approximately the same thickness.

3.4.19.2. Box configuration shall be two customs cut strips of board, crossed and adhered to form a floor and four flaps which wrap around a book and support it firmly. The flap to be folded over the book first shall cover its entire front board and shall be stamped "Fold This Flap First." The box shall be held closed by very strong-waxed linen cord ties and rivets or Velcro at the Library's option. Rivets shall be attached to the fore-edge (not to the front or rear face) so that the box does not damage materials that will be shelved beside it. Brief author/title information and call number shall be stamped on the spine of the box using black foil designation by the Library.

3.4.19 Theft Detection Strips - Library Supplied or Binder Supplied: Detection strips shall be inserted into the spine of each volume during the case-making operation for the materials if requested by the Library. Library shall have the option of providing detection strips for insertion or having the Contractor provides the detection strips.

3.4.20 Uniform Binding of Periodicals and Sets: Contractor shall match the binding pattern, placement of lettering on the spine, and color of stamping foil and cloth on already-bound volumes of the Library's periodicals and set titles.

3.4.21 Inspection: All bound volumes shall be carefully and critically inspected by the Contractor for defects in all aspects of construction and lettering as described in LBI Standard 13.0, and shall be wiped clean if necessary before being returned to the Library.

3.4.22 Other Binding Treatments: Styles of binding other than those specified in this contract may occasionally be requested by the Library. Contractor shall provide pricing for additional services as requested.

3.4.23 Additional Repair:

3.4.23.1 Additional repair is defined to be any additional repair or binding requirement not specifically covered by the specifications of this contract, which are required to complete the binding/ rebinding of the item(s) submitted by the Library. Additional repair would normally be required because the condition of the item(s) submitted required work to be done which was not covered by these specifications or the ANSI/NISO/LBI Z39.78-2000. Contractor shall provide pricing for additional repairs as requested.

3.4.23.2 Provision has been made for the Contractor to give there per hour charge for additional repair time. Actual time must be kept on all additional repairs authorized by the Library and must be invoiced accordingly. Time estimates should be submitted by the Contractor and approved by the Library before work begins. If doubt exists that the length of time is reasonable, the Library may obtain time estimates from other Contractors engaged in like work.

3.4.24 Braille Books: Special care must be taken in repair and rebinding of Braille books to make certain that Braille characters are not damaged. Braille books shall not be pressed and shall be hand trimmed. Hand sewn full Library buckram shall be used for all sizes and thickness.

3.4.25 Automated Bindery Records System:

3.4.25.1 The Contractor shall make available to requesting libraries an Automated Bindery Records System(s) such as an Able, Lars or equivalent automated system. There shall be no additional cost to provide the following minimum services to the Library:

a. Computer generated binding tickets by either the Contractor or the Library.

b. Historical binding records.

c. Current status of items on order at the Bindery.

d. Data Base of Periodicals.

e. Preparation of Shipping Lists.

3.4.25.2. Consist of on-line data retrieval and processing system. The system shall include, but not be limited to, the services outlined in these specifications.

3.4.25.3. The master file and any of its updated generations constituting the database upon which is based the binding of volumes comprising parts of the files and book sets, remains the property of the Library. The automated computer programs used to manipulate and utilize this data remains the property of the Contractor. Upon written request, the Contractor must provide one complete master file in both title number order and shelf number order to support the binding program of the Library. Contractor's failure to comply may result in contract termination.

3.4.25.4. The Contractor is responsible for initial orientation and training of the Library staff in the operation of the equipment, and training of the Library staff in the use of new, updated or enhanced programs and/or equipment. The Contractor shall provide a customer software support service to provide technical information about the system after the initial orientation and training. The Contractor shall provide a user's manual. Also, the system shall contain help screens to assist the Library in using the system. The Contractor will provide additional supplies that accompany the system such as binding slip forms and backup files.

3.4.25.5. The Library is responsible for routine operation of the equipment in the intended and appropriate manner, for normal care, and for provision of normal security. The Library is responsible for the location within the Library ideally suited for a working environment for the system. The Library is also responsible for the orientation of new staff in the use and operation of the equipment and associated programs. The Library assumes all responsibility for any and all loss or damage to said software during the term of the possession, and agrees to pay the reasonable cost of all repairs if said hardware and/or software is in any way damaged or rendered unfit for service. In the event the software is lost, destroyed, stolen or for any other reason the Library is unable to return said software to the Contractor, the Library agrees to pay the Contractor the value thereof as of the date of the delivery to the Library.

3.4.25.6. The system shall allow the Library to prepare items for binding by calling up a specific binding record, adding variable information and designing a shipment date.

3.4.25.7. The system shall allow recall of a specific title by call number, title, ISSN, database control number, or Library supplied ID number.

3.4.25.8. The system shall allow the Library to manipulate the database for the purpose of adding new titles, making corrections, and purging obsolete titles.

3.4.25.9. There shall be a permanent note for each specific title. The note area shall print on the binding ticket if the Library so chooses.

3.4.25.10. The system shall allow for the printing of lists of titles prepared for binding on a daily, weekly or shipment date basis. The Library shall be able to sort the titles for these lists by call or by title.

3.4.25.11. The database shall be capable of maintaining a history of at least the last six volumes bound for a specific title including shipment dates.

3.4.25.12. The system shall provide the capability for preparing binding tickets for book titles. The system must be able to maintain a database file of book titles and call numbers for materials that are in preparation, at the bindery, or in the process of inspection.

3.4.25.13. Contractor shall, at their expense, be responsible for creating the database within 60 days of the beginning of this contract from the Library's binding records and for providing adequate training for Library personnel.

3.4.25.14. Contractor must provide a complete list of equipment and the cost that would be required to maintain the database.

3.4.25.15. Within 60 days of the effective date of the contract Contractor must provide the Library a schedule for establishing the on-line database system.

3.4.25.16. Contractor must provide a complete list of supplies and the cost that will be necessary to maintain the database system.

4.0 Additions & Deletions:

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

5.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of bookbinding, rebinding and repair services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

6.0 WARRANTY OF SERVICES

Definitions: "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall

correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The Contractor, subcontractor, Contractor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor, subcontractor, Contractor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor, subcontractor, Contractor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The Contractor, subcontractor, Contractor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The Contractor, subcontractor, Contractor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the Contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor, subcontractor, Contractor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The Contractor, subcontractor, Contractor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the Contractor, subcontractor, Contractor, supplier, or lessee.

6. In the event of the Contractor's, subcontractor's, Contractor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor, subcontractor, Contractor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The Contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Contractor and each subcontractor.

EXHIBIT "D"
DRUG POLICY COMPLIANCE AGREEMENT

I, John C Salistean Sec-Treas as an owner or officer of
(Name) (Print/Type) (Title)

Houchen Bindery Ltd. (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug-testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date May 18, 2006

Contractor Name Houchen Bindery Ltd.

Signature

Title Sec Treas

EXHIBIT "E"

Contractor's Certification Of No Safety Impact Positions
In Performance Of A City Contract

I, _____
(Name)(Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority
to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions
as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

_____ _____
Date Contractor Name

_____
Signature

_____
Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, _____ as an
(NAME) **(PRINT/TYPE)**

owner or officer of_____ (Contractor) have authority
to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

_____ _____
DATE **CONTRACTOR NAME**

_____
SIGNATURE

_____
TITLE

EXHIBIT "F"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor or Contractor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ Initials — A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Initials — Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Initials — Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

_____ Initials — Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ Initials — From _____ to _____ the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

_____ Initials — Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ Initials — I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

_____
(Date)

_____
(Typed or Printed Name)

_____
(Signature)

_____
(Title)

EXHIBIT "G"

FEES AND COSTS

Year One

Item No.	Description	Cost
1	Bind Books up to 13 inches	$ 6.45
2	Up charge for extra height on books over 13 inches	$ 1.25
3	Up charge for extra thickness on books over 13 inches	$ 1.25
4	Bind Periodicals up to 13 inches	$ 8.25
5	Up charge for extra height on periodicals over 13 inches	$ 1.25
6	Up charge for extra thickness on periodicals over 13 inches	$ 1.25
7	Mylar/Digitized Cover	$ 7.00
8	Additional Repair by Hourly Cost	$ 19.00
9	Additional Repair by Quarterly Hour Cost	$ 6.00
10	Paper Pockets (Books and Periodicals)	$ 2.50
11	Fabric Pockets (Books and Periodicals)	$ 3.50
12	Media Pockets (Books, Periodicals and AV)	$ 5.00
13	Case with Pocket	$ 5.00
14	Phase Boxes (More than one Type)	$ 21.00
15	Charge per line for Panel Lines	$ 2.00
16	Recasing	$ 8.00
17	Hand Sewing	$ 5.50
18	Head Bands	$ 2.00
19	Double Tray Boxes	$ 5.00
20	Slipcases	$ 5.00
21	Conservation – Additional Repair Work	$ 55.00
22	Cost for Automated Bindery Records System	$150.00

EXHIBIT G – FEES AND COSTS Continued

Year Two

Item No.	Description	Cost
1	Bind Books up to 13 inches	$ 6.55
2	Up charge for extra height on books over 13 inches	$ 1.30
3	Up charge for extra thickness on books over 13 inches	$ 1.30
4	Bind Periodicals up to 13 inches	$ 8.50
5	Up charge for extra height on periodicals over 13 inches	$ 1.30
6	Up charge for extra thickness on periodicals over 13 inches	$ 1.30
7	Mylar/Digitized Cover	$ 7.25
8	Additional Repair by Hourly Cost	$ 19.50
9	Additional Repair by Quarterly Hour Cost	$ 6.50
10	Paper Pockets (Books and Periodicals)	$ 2.65
11	Fabric Pockets (Books and Periodicals)	$ 3.65
12	Media Pockets (Books, Periodicals and AV)	$ 5.35
13	Case with Pocket	$ 5.35
14	Phase Boxes (More than one Type)	$ 21.75
15	Charge per line for Panel Lines	$ 2.25
16	Recasing	$ 8.50
17	Hand Sewing	$ 5.70
18	Head Bands	$ 2.25
19	Double Tray Boxes	$ 5.35
20	Slipcases	$ 5.35
21	Conservation – Additional Repair Work	$ 65.00
22	Cost for Automated Bindery Records System	$ 175.00

EXHIBIT G – FEES AND COSTS Continued

Year Three

Item No.	Description	Cost
1	Bind Books up to 13 inches	$ 6.75
2	Up charge for extra height on books over 13 inches	$ 1.35
3	Up charge for extra thickness on books over 13 inches	$ 1.35
4	Bind Periodicals up to 13 inches	$ 8.75
5	Up charge for extra height on periodicals over 13 inches	$ 1.35
6	Up charge for extra thickness on periodicals over 13 inches	$ 1.35
7	Mylar/Digitized Cover	$ 7.50
8	Additional Repair by Hourly Cost	$ 22.00
9	Additional Repair by Quarterly Hour Cost	$ 6.75
10	Paper Pockets (Books and Periodicals)	$ 2.85
11	Fabric Pockets (Books and Periodicals)	$ 3.85
12	Media Pockets (Books, Periodicals and AV)	$ 5.65
13	Case with Pocket	$ 5.65
14	Phase Boxes (More than one Type)	$ 22.75
15	Charge per line for Panel Lines	$ 2.35
16	Recasing	$ 9.00
17	Hand Sewing	$ 5.95
18	Head Bands	$ 2.25
19	Double Tray Boxes	$ 5.95
20	Slipcases	$ 5.95
21	Conservation – Additional Repair Work	$ 75.00
22	Cost for Automated Bindery Records System	$ 200.00

EXHIBIT G – FEES AND COSTS Continued

Year Four (Option Year One)

Item No.	Description	Cost
1	Bind Books up to 13 inches	$ 7.10
2	Up charge for extra height on books over 13 inches	$ 1.40
3	Up charge for extra thickness on books over 13 inches	$ 1.40
4	Bind Periodicals up to 13 inches	$ 9.05
5	Up charge for extra height on periodicals over 13 inches	$ 1.40
6	Up charge for extra thickness on periodicals over 13 inches	$ 1.40
7	Mylar/Digitized Cover	$ 7.80
8	Additional Repair by Hourly Cost	$ 23.00
9	Additional Repair by Quarterly Hour Cost	$ 7.50
10	Paper Pockets (Books and Periodicals)	$ 3.00
11	Fabric Pockets (Books and Periodicals)	$ 4.00
12	Media Pockets (Books, Periodicals and AV)	$ 5.95
13	Case with Pocket	$ 5.95
14	Phase Boxes (More than one Type)	$ 23.00
15	Charge per line for Panel Lines	$ 2.50
16	Recasing	$ 9.50
17	Hand Sewing	$ 5.95
18	Head Bands	$ 2.50
19	Double Tray Boxes	$ 5.95
20	Slipcases	$ 5.95
21	Conservation – Additional Repair Work	$ 80.00
22	Cost for Automated Bindery Records System	$ 200.00

EXHIBIT G – FEES AND COSTS Continued

Year Five (Option Year Two)

Item No.	Description	Cost
1	Bind Books up to 13 inches	$ 7.45
2	Up charge for extra height on books over 13 inches	$ 1.55
3	Up charge for extra thickness on books over 13 inches	$ 1.55
4	Bind Periodicals up to 13 inches	$ 9.50
5	Up charge for extra height on periodicals over 13 inches	$ 1.55
6	Up charge for extra thickness on periodicals over 13 inches	$ 1.55
7	Mylar/Digitized Cover	$ 8.50
8	Additional Repair by Hourly Cost	$ 23.50
9	Additional Repair by Quarterly Hour Cost	$ 7.25
10	Paper Pockets (Books and Periodicals)	$ 3.50
11	Fabric Pockets (Books and Periodicals)	$ 4.50
12	Media Pockets (Books, Periodicals and AV)	$ 6.50
13	Case with Pocket	$ 6.50
14	Phase Boxes (More than one Type)	$ 24.00
15	Charge per line for Panel Lines	$ 2.75
16	Recasing	$ 10.00
17	Hand Sewing	$ 6.50
18	Head Bands	$ 3.00
19	Double Tray Boxes	$ 6.00
20	Slipcases	$ 6.50
21	Conservation – Additional Repair Work	$ 85.00
22	Cost for Automated Bindery Records System	$ 225.00