

# ADMINISTRATIVE OFFICE OF THE COURTS 2003-C COMMERCE PARK DRIVE ANNAPOLIS, MARYLAND 21404-0466

REQUEST FOR PROPOSALS

K15-0018-28

**FOR** 

**BOOK BINDERY SERVICES** 

**ISSUED:** 

**OCTOBER 24, 2014** 

Offerors are specifically directed NOT to contact any Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Procurement and Contract Administration http://www.mdcourts.gov

# THE JUDICIARY NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please email this completed form to kelly.moore@mdcourts.gov.

**Book Bindery Services** 

Title:

	<b>Project No:</b>	K15-0018-28
1.	If you have re	sponded with a "no bid", please indicate the reason(s) below:
	() The su () We ard () Specif () The sc () Doing REMA () We ca () Time a () Start-u () Insura () Propos (Expla () Prior o REMA	commitments preclude our participation at this time.  abject of the solicitation is not something we ordinarily provide.  the inexperienced in the work/commodities required.  the ications are unclear, too restrictive, etc. (Explain in REMARKS section.)  tope of work is beyond our present capacity.  business with Maryland Government is simply too complicated. (Explain in ARKS section.)  annot be competitive. (Explain in REMARKS section.)  allotted for completion of the proposals is insufficient.  the proposals is insufficient.  ance requirements are restrictive. (Explain in REMARKS section.)  asals requirements (other than specifications) are unreasonable or too risky.  the in REMARKS section.)  contract experience was unprofitable or otherwise unsatisfactory. (Explain in ARKS section.)  that schedule too slow.
	If you have su	abmitted a proposal, but wish to offer suggestions or express concerns, please on below. (Use reverse side or attach additional pages as needed.)
Offero	or Name:	Phone ()

#### KEY INFORMATION SUMMARY SHEET

#### THE JUDICIARY

# REQUEST FOR PROPOSALS

#### **BOOK BINDERY SERVICES**

PROJECT NUMBER - K15-0018-28

RFP Issue Date: October 24, 2014

**RFP Issuing Office:** Procurement and Contract Administration

**Procurement Officer:** Kelly Moore, Procurement Specialist

Maryland Judiciary, Administrative Office of the Courts Procurement and Contract Administration, Operations

2003-C Commerce Park Drive Annapolis, Maryland 21401

410-260-1583 Office 410-260-2520 Fax

kelly.moore@mdcourts.gov

Proposals are to be sent to: Attn: Kelly Moore

Maryland Judiciary, Administrative Office of the Courts Procurement and Contract Administration, Operations

2003-C Commerce Park Drive Annapolis, Maryland 21401

Pre-Proposal Conference: Thursday, October 30, 2014 at 2:00 P.M. at 2003-C Commerce

Park Drive, Annapolis, Maryland 21401

Closing Date and Time: Friday, November 14, 2014 at 12:00 noon

Minority Business Enterprises are encouraged to respond to this Request for Proposal.

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#### **SECTION 1 - GENERAL INFORMATION**

# 1.1 Summary Statement

The Administrative Office of the Courts is issuing this Request for Proposals to award one contract to a qualified firm to perform book bindery services for the Maryland State Law Library (MSLL) and the Court of Appeals (COA).

#### 1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. Contract The Contract attached to this RFP as Attachment A
- b. Contractor The selected Offeror
- c. Local Time Time in the Eastern Time Zone
- d. MBE Minority Business Enterprise
- e. Offeror An entity that submits a proposal in response to this RFP
- f. Procurement Officer The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract.
- g. RFP Request for Proposals for Book Bindery Services dated October 24, 2014, including any and all amendments.
- h. Contract Manager The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The Judiciary business hours -8:00 am -5:00 pm Monday Friday (excluding State holidays and any other days which the AOC will be closed by order of the Chief Judge).

# 1.3 Contract Type

The Contract that results from this RFP shall be based on fixed price.

#### 1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of two years. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including two, one-year renewal options.

#### 1.5 Procurement Officer

The sole point of contact in the Judiciary for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

# Kelly Moore, Procurement Specialist Maryland Judiciary, Administrative Office of the Courts Procurement and Contract Administration, Operations 2003-C Commerce Park Drive Annapolis, Maryland 21401 410-260-1583 Office 410-260-2520 Fax

kelly.moore@mdcourts.gov

The Maryland Judiciary may change the Procurement Officer at any time by written notice.

#### 1.6 Contract Manager

# Sara Marks - Maryland State Law Library and Les Cockrell - Court of Appeals

The Maryland Judiciary may change the Contract Manager at any time by written notice.

#### 1.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **Thursday, October 30, 2014 at 2:00 P.M**. at 2003-C Commerce Park Drive, Annapolis, Maryland 21401. Procurement and Contract Administration conference room.

### 1.8 Questions

- 1.8.1 The Procurement Officer shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by e-mail.
- 1.8.2 The Procurement Officer shall attempt to communicate an answer before the proposal due date. Answers to all substantive questions that have not previously been answered and are not clearly specific only to the requestor shall be posted to the Maryland Judiciary's website and eMaryland Marketplace.

# 1.9 Proposal Due (Closing) Date

An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer **no later than 12:00 noon on Friday, November 14, 2014** in order to be considered. An electronic version (CD) of the Technical Proposal in must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in must be enclosed with the original Financial Proposal. All diskettes or CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the Procurement Officer after the due date will not be considered.

Proposals may not be submitted by e-mail or facsimile.

#### 1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

#### 1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted to the Maryland Judiciary's website and eMaryland Marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal. Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

# 1.12 Cancellations

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

#### 1.13 Oral Presentations/Discussions

1.13.1 Offerors may be asked to make oral presentations expanding on their technical proposal to Judiciary representatives. The expectation is that the oral presentation will be scheduled approximately two weeks after proposal receipt. The Procurement Officer will notify Offerors of the time and location.

Significant representations made by an Offeror during the oral presentation / demonstration shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.

# 1.14 Incurred Expenses

The Judiciary will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

# 1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

#### 1.16 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of Article VI of the Judiciary's Procurement Policy.

# 1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

#### 1.18 Access to Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 10, Subtitle 6, Part III of the Judiciary Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

# 1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

# 1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any

exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

#### 1.21 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

#### 1.22 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

#### 1.23 Minority Business Enterprises

There is no MBE Subcontractor participation goal for this solicitation. Minority Business Enterprise firms are encouraged to respond to the solicitation and prime contractors are encouraged to use Minority Business Enterprises as subcontractors.

#### 1.24 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

#### 1.25 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposal process.

# 1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete the registration prior to the due date for receipt of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

# 1.27 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business

identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:

https://interactive.marylandtaxes.com/extranet/gad/GADLogin/login.asp

# 1.28 Confidentiality Agreement

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Confidentiality Agreement. A copy of this Agreement is included for informational purposes as ATTACHMENT E of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

#### **SECTION 2 – STATEMENT OF WORK**

### 2.1 Purpose & Summary

The Administrative Office of the Courts is issuing this Request for Proposals to award one contract to a qualified firm to perform book bindery services for the Maryland State Law Library (MSLL) and the Court of Appeals (COA).

# 2.2 Institutional Background

- 2.2.1 The Maryland State Law Library, established by the State Legislature in 1826 and opened for the first time in December 1827, is part of the Judicial Branch of State Government. The legal authority for the State's oldest public Library appears in §§ 13-501 to 13-504 of the Courts & Judicial Proceedings Article of the Annotated Code of Maryland. The primary function of the State Law Library, with an in-house collection over 400,000 volumes and volume equivalents and electronic access to other information resources via database subscriptions, is to support the research activities of the Maryland Judiciary. In addition, the Library extends its information services to the Executive and Legislative Branches and to the legal community and the public.
- 2.2.2 The Court of Appeals was created by the Constitution of 1776, and is the highest court in Maryland. Cases heard by the seven judges of the Court are, for the most part, selected through a discretionary review process know as "certiorari." Petitions for certiorari come to the Court either before or after a case has been decided by the Court of Special Appeals. The Court of Appeals has exclusive jurisdiction over appeals for cases in which a sentence of death is imposed. For other cases, the Court grants those petitions for certiorari it deems to be desirable and in the public interest.

#### 2.3 Summary

- 2.3.1 The MSLL bindery services will include a variety of library materials, including periodicals, individual issues of periodicals (which may vary as to height, width, and depth), combined years of annual reports, paper copies of government reports, law reviews and minutes of governmental meetings, paperbound works and collections of unbound papers and reports. Binding these materials will preserve them and extend the useful life of the collection.
- 2.3.2 The MSLL requires approximately seventy-five volumes bound per month.
- 2.3.3 The COA bindery services will include yearly Briefs and Legislative Laws.
- 2.3.4 The COA requires approximately 80 Briefs volumes and 10 Legislative Laws volumes bound per year. The dimensions of the publications vary, but most have dimensions of 12" x 9" x 3" or less.

# 2.4 Certification and Adherence to Standards

- 2.4.1 Contractor must adhere to ANSI/NISO/LBI Z39.78-2000 Standard for Library Binding (see Attachment L).
- 2.4.2 Contractor must be a Certified Library Binder of the Library Binding Council (formerly HBI and the Library Binding Institute) and covering materials shall meet or exceed the tests for Group F buckram as specified in ANSI Standard L29.1-1977 Fabrics for Book Covers.

#### 2.5 Scope of Work

- 2.5.1 Contractor shall utilize the Able<sup>TM</sup> Library automated binding system.
- 2.5.2 Handling requirements for MSLL
  - 1. Contractor must be capable of handling delicate materials, as well as everyday binding. Most materials are in good condition and do not require any special handling, however, a few volumes may be in fragile condition and will require special care and handling (see Attachments F and G).
  - 2. Contractor must also be capable of hand stitching.
- 2.5.3 Process and Delivery for MSLL
  - 1. Contractor shall provide on-site pick-up and delivery of publications in accordance with a mutually agreed-upon annual list of monthly pick-up and delivery dates.
  - 2. Contractor must comply with a turn-around time of approximately thirty (30) days, in accordance with the annual list of monthly pick-up and delivery dates.
- 2.5.4 Contractor shall provide the MSLL with at least two (2) fabric weights:
  - 1. Grade F Buckram for heavier use materials such as periodicals with at least twenty (20) color choices for "Grade F Buckram" fabric.
  - 2. Grade C-1 fabric for other publications with at least eight (8) color choices.
- 2.5.5 Process and Delivery for COA
  - 1. Contractor shall provide on-site pick-up and delivery of publications in accordance with a mutually agreed-upon date and time.
  - 2. Contractor shall provide an estimated turn-around time.

- 2.5.6 Contractor shall provide the COA with fabric weight: "Grade F Buckram" with at least twenty (20) color choices including No. 798 tan.
  - 1. The books shall be "Oversewn" and "Trimmed".
  - 2. The books shall be gold foil stamping on spines with brief numbers and volume numbers to be changed with each book is required (see Attachments H, I, J and K).
- 2.5.7 Contractor shall attend a kick-off meeting with the appropriate MSLL and COA staff to discuss the tasks to be performed, dedication of key personnel; and identification of the contractor's representative for the contract.

#### 2.6 Acceptance

2.6.1 The AOC's Contract Manager shall have the authority to determine acceptable/ unacceptable work. Upon return of items from Contractor, a review of work shall be conducted by AOC's Contract Manager. Any unacceptable work found will be returned to the Contractor for repeat services at no additional cost. Final acceptance shall occur upon satisfactory completion of all repairs.

#### 2.7 AOC's Responsibility

2.7.1 MSLL staff and COA staff will complete any necessary bindery order forms online and will also print out the order form and enclose with the materials to be bound, with any information regarding the work to be done.

# 2.8 Invoicing

- 2.8.1 All invoices shall be submitted within 30 calendar days of performed services and shall include the following information: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 2.8.2 Verification and approval of MSLL invoices shall be authorized Sara Marks, Fiscal Services Coordinator and submitted to: Sara Marks, Maryland State Law Library, Robert C. Murphy Courts of Appeal Building, 361 Rowe Blvd., Annapolis, Maryland 21401.
- 2.8.3 Verification and approval of COA invoices shall be authorized by Les Cockrell, Court of Appeals, and submitted to: Les Cockrell, Robert C. Murphy Courts of Appeal Building, 361 Rowe Blvd., 4<sup>th</sup>. Floor, Annapolis, Maryland 21401.

#### 2.9 Insurance

2.9.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly

issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

- 2.9.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.
- 2.9.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

- A. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.
- B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:
- C. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.

- D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.
- E. Comprehensive Automobile Liability: Limit of Liability - \$1,000,000 Bodily Injury \$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

- 2.9.4 The insurance required under sub-paragraphs (A), (B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.
- 2.9.5 Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.

#### SECTION 3 – PROPOSAL FORMAT

#### 3.1 Two Part Submission

- 3.1 Offerors must submit proposals in two separate volumes:
  - Volume I TECHNICAL PROPOSAL
  - Volume II FINANCIAL PROPOSAL

# 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 An unbound original, so identified, and four copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

#### 3.3 Submission

- 3.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

#### 3.4 Volume I – Technical Proposal

- 3.4.1 <u>Transmittal Letter</u>: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, three paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to "map" Offeror responses directly to RFP

- requirements by paragraph number. The technical proposal shall include the following sections in the stated order:
- 3.4.3 <u>Title and Table of Contents</u>: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**
- 3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary's terms and conditions, the Executive Summary should so state.
- 3.4.5 Offeror Technical Response to RFP Requirements:
  - 3.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet these requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary's needs.
  - 3.4.5.2 Offeror shall submit a response to each item listed under section 2.3 through 2.8.
- 3.4.6 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:
  - 3.4.6.1 An overview of the Offeror's experience providing the services, as applicable, to that included in this RFP.
- 3.4.7 <u>References</u>: Provide three (3) current customer references where the customer is similar in size to the scope of work requested. Provide the following information for each client reference:
  - Name of Client Organization
  - Name, title, and telephone number of Point-of-Contact for client organization
  - Value, type, and duration of contract(s) supporting client organization

- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced
- 3.4.8 <u>Financial Capability and Insurance</u>: The Offeror shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary is preference under RFP Section 1.19:
  - 3.4.8.1 Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years, if applicable.
  - 3.4.8.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
    - Carrier (name and address)
    - Type of insurance
    - Amount of coverage
    - Period covered by insurance
    - Exclusions
- 3.4.9 <u>Subcontractors</u>: Offerors must identify MBE and non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.
- 3.4.10 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:
  - Completed Bid/Proposal Affidavit (Attachment B with original of Technical Proposal)

# 3.5 Volume II - Financial Proposal

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, four bound copies, and one electronic copy in of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment D. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

#### SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

#### 4.1 Evaluation Criteria

- 4.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on the proposed services according to the specifications outlined in this RFP.

#### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
  - Offeror Experience and Capabilities
  - Offeror Technical Response to RFP Requirements
  - References

#### 4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment D – Price Proposal.

#### 4.4 Selection Process and Procedures

#### 4.4.1 General Selection Process:

- A. The contract shall be awarded in accordance with the competitive sealed proposals process under Article IV. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- B. Accordingly, the Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### 4.4.2 Selection Process Sequence:

A. The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

- B. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- C. The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- D. When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- E. Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

# **ATTACHMENTS**

Attachment A	Contract
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Attachment B Bid/Proposal Affidavit
Attachment C Contract Affidavit
Attachment D Price Proposal Form

Attachment E Confidentiality Agreement

Attachment F MSLL
Attachment G MSLL
Attachment H COA
Attachment I COA
Attachment J COA
Attachment K COA

Attachment L Standard for Library Binding

#### **ATTACHMENT A - CONTRACT**

**CONTRACT NO: K15-0018-28** 

# MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS BOOK BINDERY SERVICES

#### STANDARD TERMS AND CONDITIONS

This Contract is made this _	day of	2014, by and between the
Administrative Office of the	e Courts (the "AOC")	in the State of Maryland and corporate name plus
address (the "Contractor") v	with Federal Taxpayer	Identification Number XX-XXXXXXX.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

#### 1. Scope of Contract

- 1.1 The Contractor shall provide describe product (hereinafter the "Goods") and/or services (hereinafter "Services"), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:
  - Exhibit A: Contract Affidavit
  - Exhibit B: Request for Proposal dated issue date and all amendments and exhibits thereto (collectively referred to as the "RFP")
  - Exhibit B: Contractor's Proposal dated date of response and subsequent BAFO dated 2014 (collectively referred to as "the Proposal")
- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order

- and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.
- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

# 2. Term of the Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on month/day/2014 and ending on month/day/year. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including two additional successive one-year terms, if any.

#### 3. Consideration and Payment

- 3.1 In consideration of the satisfactory performance of the (Choose one or both of the following) Services or, delivery of the Goods, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed \$...... (the "NTE Amount").
- 3.2 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced. (**Delete the following if not applicable**) [All hardware manufacturer serial, make, and model numbers should be included on invoices including those goods.] [All invoices for services billed at an hourly rate shall include the employee's daily timesheets for the hours, or fractions of hours, billed and shall specify the task for which the time is billed.] Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3 Payments to the Contractor for each deliverable shall be made no later than thirty days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received

from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

#### 4. Warranties

The Contractor hereby represents and warrants that:

- 4.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 4.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

# 5. Non-hiring of Employees

No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

# 6. Non-employment of Contractor's employees

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and subcontractors.

#### 7. Disputes

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

#### 8. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

#### 9. Amendments

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

#### 10. Non-discrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

# 11. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

#### 12. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the AOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### 13. Termination for Cause

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

#### 14. Termination for Convenience

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

#### 15. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

#### 16. Suspension of Work

The AOC unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

#### 17. Pre-existing Regulations

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

# 18. Financial Disclosure

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

# 19. Political Contribution Disclosure.

The Contractor shall comply with Title 14 of the Election Law of Maryland.

#### 20. Right to Audit

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

# 21. Cost and Price Certification

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of (enter the date of the financial proposal). The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

#### 22. <u>Subcontracting and Assignment</u>

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

# 23. Indemnification

- 23.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 23.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

- 23.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 23.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

#### 24. Public Information Act Notice

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

# 25. Conflict of Interest

- 25.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 25.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- 25.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

25.4	The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; <b>if none, so state</b> ):			

25.5 The Contractor agrees that if an actual or potential conflict of interest arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

#### 26. Notices

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

State: Kelly Moore, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration, Operations
2003-C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1583 (Office)
410-260-2520 (Fax)
kelly.moore@mdcourts.gov

**Contractor:** specify

SIGNATURES:		
In Witness Whereof, the parties have signed this, 2014	Contract this day	of
Contractor:		
(SEAL)	Date:	
Signature Authorized Representative		
Maryland Judiciary:		
Gisela Blades, Director Procurements and Contract Administration	Date:	
Approved for form and legal sufficiency this _	day of	_, 2014
	David R. Durfee Jr. Director, Legal Affairs	
Approved:		
Domala Hamia Chata Caust Administrator	Date:	
Pamela Harris, State Court Administrator Maryland Judiciary		

# ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)

#### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title)	and the duly authorized
representative of (business)	and that I possess the
legal authority to make this Affidavit on behalf of m	yself and the business for which I am acting.
B. AFFIRMATION REGARDING BRIBERY CO	NVICTIONS
I FURTHER AFFIRM THAT:	
Neither I, nor to the best of my knowledge, informat	tion, and belief, the above business (as is
defined in Section 16-101(b) of the State Finance and of Maryland), or any of its officers, directors, partner employees directly involved in the business's contraperforming Contracts with public bodies, has been conjudgment imposed pursuant to Criminal Procedure for has pleaded nolo contendere to a charge of, briber violation of Maryland law, or of the law of any othe (indicate the reasons why the affirmation cannot be imposition of probation before judgment with the data	d Procurement Article of the Annotated Code ars, controlling stockholders, or any of its acting activities, including obtaining or onvicted of, or has had probation before Article, §6-220, Annotated Code of Maryland, ry, attempted bribery, or conspiracy to bribe in a state or federal law, except as follows given and list any conviction, plea, or
sentence or disposition, the name(s) of person(s) inverse responsibilities with the business):	· · · · · · · · · · · · · · · · · · ·

# C. AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
- (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):


# D. AFFIRMATION REGARDING DEBARMENT I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):


# E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION
I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspende under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.
G. AFFIRMATION REGARDING COLLUSION
I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business has: (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted; (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid pri
or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.
I FURTHER AFFIRM THAT:  Lam aware of and the above business will comply with Election Law Article 8814 101 14 10
I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-10 Annotated Code of Maryland, which requires that every person that enters into contracts, leases, other agreements with the State of Maryland, including its agencies or a political subdivision of t State, during a calendar year in which the person receives in the aggregate \$100,000 or more shalfile with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT I FURTHER AFFIRM THAT:
(1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and th it is in good standing and has filed all of its annual reports, together with filing fees, with the
Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):
Name:
Address:
(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes do the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.
I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

### J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:	By:
	(Authorized Representative and Affiant)

# ATTACHMENT C – CONTRACT AFFIDAVIT



# **CONTRACT AFFIDAVIT**

A. AUTHORITY	
I HEREBY AFFIRM THAT:	
I,	(print name), possess the legal authority to make this Affidavit.
B. CERTIFICATION OF REC DEPARTMENT OF ASSESS	GISTRATION OR QUALIFICATION WITH THE STATE MENTS AND TAXATION
I FURTHER AFFIRM THAT	:
The business named above is a	a (check applicable box):
<ul> <li>(1) Corporation — □ domestic</li> <li>(2) Limited Liability Company</li> <li>(3) Partnership — □ domestic</li> <li>(4) Statutory Trust — □ domestic</li> <li>(5) □ Sole Proprietorship.</li> </ul>	y — □ domestic or □ foreign; c or □ foreign;
business is in good standing be is presently organized, and has Maryland State Department of	s required under Maryland Law. I further affirm that the above of the in Maryland and (IF APPLICABLE) in the jurisdiction where is filed all of its annual reports, together with filing fees, with the Assessments and Taxation. The name and address of its resident I with the State Department of Assessments and Taxation is:
Name:	
Department ID Number:	

of Assessments and Taxation that correctly identifies that true name and address of the principal o owner as:
Name: Department ID Number:
Address:
C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION
I FURTHER AFFIRM THAT:
I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
D. CERTAIN AFFIRMATIONS VALID
I FURTHER AFFIRM THAT:
To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated, 20, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully se forth herein.
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
Date:
By:
(signature of Authorized Representative and Affiant)

and that if it does business under a trade name, it has filed a certificate with the State Department

#### ATTACHMENT D – PRICE PROPOSAL FORM

#### RFP No. K15-0018-28

#### **BOOK BINDERY SERVICES**

1. Base Year 1 – The cost of the pick-up and delivery of materials shall be included in the contract price.

Periodical Bindings	
Custom	
Up to 12" x 9" x 2 ½"	
Custom lettering	
7 lines/inches of spine lettering	
Choice of 20 buckram colors	
Choice of white, gold or black lettering	
Full collation - except ad removal	
Standard	
Same as above except:	
Standardized lettering	
White lettering	
Standard collation - bound as published	
Library Book Rebindings	
Custom	
Up to 12" x 9" x 2"	
5 lines/inches of spine lettering	
Choice of 20 buckram or 8 bookcloth colors	
Choice of white, gold or black lettering	
Standard	
Same as above except:	
Random C-grade cover material colors	
White lettering	
Special Bindings	
Reports	
Reports, Minutes, Log Books,	
Briefs, Bulletins, Manuscripts, etc.	
Up to 12" x 9" x 2 ½"	
7 lines/inches spine lettering	
Choice of 20 buckram colors	
Choice of white, gold or black lettering	

Additional Lettering Options	
Extra lines of lettering-per line/inch	
Call or shelf numbers-per line	
Accents/subscripts-per line	
Foreign Titles-per line	
Library imprints-per line	
Head & tail/panel lines-per line	
Additional Binding Options	
Fold sewing (machine)-per volume	
Hand sewing-per volume	
Recasing-per volume	
Restoring original sewing-per volume	
Restoring original sewing w/sewn endsheets-per volume	
Extra thickness-per inch	
Hinging paper covers-per cover	
	<del></del>
Mounting paper covers-per cover	
Oversize inches (over 12" x 9")-per inch	
Oversize inches (over 15" x 12")-per inch	
"Phase box" construction	<del></del>
Special Handling Stubbing, guarding, slitting, pre-trimming, hand adhesive binding, excessive collating-page-by-page, moving "issue" contents and indices, hand stamping, excessive staple removal, tipping, hand sectioning, hand casing-in, excessive mending, refolding and other special or hand operations.	
2. Base Year 2 – The cost of the pick-up and delivery of mathe contract price.	aterials shall be included in
Periodical Bindings	
Custom	
Up to 12" x 9" x 2 ½"	
Custom lettering	
7 lines/inches of spine lettering	
Choice of 20 buckram colors	
Choice of white, gold or black lettering	
Full collation - except ad removal	
Standard	
Same as above except:	
Standardized lettering	
White lettering	

Standard collation - bound as published

Library Book Rebindings Custom Up to 12" x 9" x 2" 5 lines/inches of spine lettering Choice of 20 buckram or 8 bookcloth colors Choice of white, gold or black lettering	
Standard Same as above except: Random C-grade cover material colors White lettering	
Special Bindings Reports	
Reports, Minutes, Log Books, Briefs, Bulletins, Manuscripts, etc. Up to 12" x 9" x 2 ½" 7 lines/inches spine lettering Choice of 20 buckram colors Choice of white, gold or black lettering	
<b>Additional Lettering Options</b>	
Extra lines of lettering-per line/inch	
Call or shelf numbers-per line	
Accents/subscripts-per line Foreign Titles-per line	
Library imprints-per line	
Head & tail/panel lines-per line	
Tread & tail panel lines per line	
Additional Binding Options	
Fold sewing (machine)-per volume	
Hand sewing-per volume	
Recasing-per volume	
Restoring original sewing-per volume	
Restoring original sewing w/sewn endsheets-per volume	
Extra thickness-per inch	
Hinging paper covers-per cover	
Mounting paper covers-per cover	
Oversize inches (over 12" x 9")-per inch	
Oversize inches (over 15" x 12")-per inch	
"Phase box" construction	

Special Handling Stubbing, guarding, slitting, pre-trimming, hand adhesive binding, excessive collating-page-by-page, moving "issue" contents and indices, hand stamping, excessive staple removal, tipping, hand sectioning, hand casing-in, excessive mending, refolding and other special or hand operations.		
3. Option Year 1 – The cost of the pick-up and delivery of the contract price.	materials shall be included in	
Periodical Bindings		
Custom		
Up to 12" x 9" x 2 ½" Custom lettering		
7 lines/inches of spine lettering		
Choice of 20 buckram colors		
Choice of white, gold or black lettering		
Full collation - except ad removal		
Standard		
Same as above except:		
Standardized lettering		
White lettering		
Standard collation - bound as published		
Library Book Rebindings		
Custom		
Up to 12" x 9" x 2"		
5 lines/inches of spine lettering Chaica of 20 hydrograph on 8 hod haloth colors		
Choice of 20 buckram or 8 bookcloth colors Choice of white, gold or black lettering		
Choice of winte, gold of black lettering		
Standard		
Same as above except:		
Random C-grade cover material colors		
White lettering		
Special Bindings		
Reports		
Reports, Minutes, Log Books,		
Briefs, Bulletins, Manuscripts, etc.		
Up to 12" x 9" x 2 ½" 7 lines/inches spine lettering		
Choice of 20 buckram colors		

Choice of white, gold or black lettering	
Additional Lettering Options  Extra lines of lettering-per line/inch Call or shelf numbers-per line Accents/subscripts-per line Foreign Titles-per line Library imprints-per line Head & tail/panel lines-per line	
Additional Binding Options Fold sewing (machine)-per volume Hand sewing-per volume Recasing-per volume Restoring original sewing-per volume Restoring original sewing w/sewn endsheets-per volume Extra thickness-per inch Hinging paper covers-per cover Mounting paper covers-per cover Oversize inches (over 12" x 9")-per inch Oversize inches (over 15" x 12")-per inch "Phase box" construction	
Special Handling Stubbing, guarding, slitting, pre-trimming, hand adhesive binding, excessive collating-page-by-page, moving "issue" contents and indices, hand stamping, excessive staple removal, tipping, hand sectioning, hand casing-in, excessive mending, refolding and other special or hand operations.	
4. Option Year 2 – The cost of the pick-up and delivery of the contract price.	materials shall be included in
Periodical Bindings Custom Up to 12" x 9" x 2 ½" Custom lettering 7 lines/inches of spine lettering Choice of 20 buckram colors Choice of white, gold or black lettering Full collation - except ad removal	
Standard Same as above except:	

White lettering Standard collation - bound as published **Library Book Rebindings Custom** Up to 12" x 9" x 2" 5 lines/inches of spine lettering Choice of 20 buckram or 8 bookcloth colors Choice of white, gold or black lettering Standard Same as above except: Random C-grade cover material colors White lettering **Special Bindings Reports** Reports, Minutes, Log Books, Briefs, Bulletins, Manuscripts, etc. Up to 12" x 9" x 2 ½" 7 lines/inches spine lettering Choice of 20 buckram colors Choice of white, gold or black lettering **Additional Lettering Options** Extra lines of lettering-per line/inch Call or shelf numbers-per line Accents/subscripts-per line Foreign Titles-per line Library imprints-per line Head & tail/panel lines-per line **Additional Binding Options** Fold sewing (machine)-per volume Hand sewing-per volume Recasing-per volume Restoring original sewing-per volume Restoring original sewing w/sewn endsheets-per volume Extra thickness-per inch Hinging paper covers-per cover Mounting paper covers-per cover Oversize inches (over 12" x 9")-per inch Oversize inches (over 15" x 12")-per inch "Phase box" construction

Standardized lettering

Special Handling Stubbing, guarding, slitting, pre-trimming, hand adhesive binding, excessive collating-page-by-page, moving "issue" contents and indices, hand stamping, excessive staple removal, tipping, hand sectioning, hand casing-in, excessive mending, refolding and other special or hand operations.		
11. Total Base Year 1 and Option Ye	ears 1 through 4	\$
*Fully loaded fixed price that inclu Contractor to perform. Indirect costs shall general and administrative costs and/or tra Contractor against direct labor hours as a r cannot be directly attributable to the Contractor	include all costs that would vel costs, or which in any neans of calculating profit	ld normally be considered way are allocated by the
Date		
Print Name and Title		
Company Name		
Company Address		
Telephone	Email address	
Federal Tax Identification #		

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#### ATTACHMENT E - CONFIDENTIALITY AGREEMENT

# CONFIDENTIALITY AGREEMENT FOR EMPLOYEES, AGENTS AND CONTRACTORS OF THE MARYLAND JUDICIARY

The Maryland Judiciary has possession of and access to a myriad of confidential information that, by law, Rule or policy is not accessible without authorization. As an employee, agent, or contractor of the Maryland Judiciary you may, in the performance of your job or contractual responsibility, have access to confidential information, or information that is legally privileged, including but not necessarily limited to, case data, personnel data, financial data, trade secrets, proprietary information, procurement data, and administrative records. Confidential information includes information that the Judiciary is prohibited by law from disclosing and information that the management of the Judiciary intends to keep secret and not disseminate. In case there is a doubt in your mind whether information is confidential, you need to consult with management before disseminating the information. It is essential that you understand and acknowledge the critical importance of ensuring that you do not disclose or misuse the confidential information to which you have access and that the information is handled with discretion and held confidential. As such, and in consideration of your relationship with the Maryland Judiciary, you will read and sign the following agreement.

As an employee, agent or contractor of the Maryland Judiciary, I hereby agree and acknowledge:

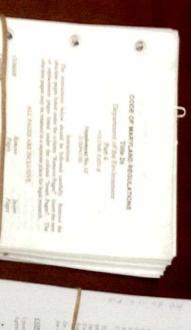
- 1. That I shall not during, or at any time following my employment or contractual relationship, use, permit to be used, or divulge to individuals who are not authorized to receive any confidential information obtained through the aforementioned employment or contractual relationship.
- 2. That I shall not intentionally access, attempt to access, reproduce, or disclose any confidential information unless it is necessary for the performance of my employment or contractual responsibilities.
- 3. That if I mishandle or release confidential information, I will immediately inform my Manager, Administrative Official, or Project Manager.
- 4. That upon the termination of my employment or contractual relationship, I shall return to the Maryland Judiciary all confidential documents to which I had access during my employment or contractual relationship, including but not limited to, reports, manuals, computer programs and all other materials relating in any way to the Judiciary's business. I further agree that I shall not allow any third party to examine or make copies of the same.

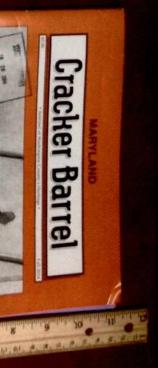
- 5. That upon termination of my employment or contractual relationship, I shall return any electronic device belonging to the Maryland Judiciary that stores information and that I shall not attempt to access that device or the information stored within it. In addition, I shall sign a written statement certifying that I have destroyed all confidential information that I may have stored on my personal devices during the period of my employment or contractual relationship.
- 6. That violation of any provision of this agreement may result in: (i) disciplinary action against me, up to and including termination of employment; (ii) termination of any contract between the Maryland Judiciary and myself; (iii) termination of any contract between my employer and the Maryland Judiciary; (iv) injunctive relief; (v) damages; and (vi) criminal liability.

acknowledge my understanding of and agreement with its terms and conditions.		
Employee/Agent/Contractor's Printed Name	Date	
Employee/Agent/Contractor's Signature		
Manager/Project Manager's Signature	 Date	

I understand and agree to this confidentiality agreement and sign below to

### Attachment G





Attachment H

LAWS

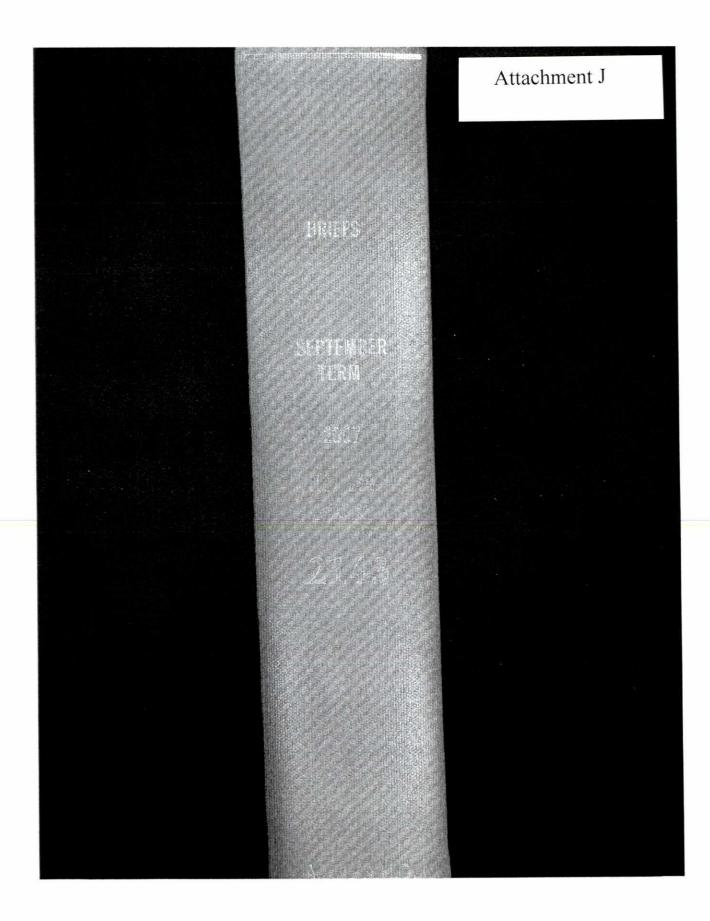
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JOINT RESOLUTIONS 1-2

A.L.C.



Attachment K

BRIEFS

SEPTEMBER TERM 1981 NOS, 55.57

J. H. N.

ISSN: 1041-5653

ANSI/NISO/LBI Z39.78-2000

# Library Binding

Abstract: Describes the technical specifications and materials specifications for first-time hardcover binding of serials publications and paperbound books for library use, and rebinding of hardcover books and serials intended for library use.

An American National Standard Developed by the National Information Standards Organization and the Library Binding Institute

Approved December 14, 1999 by the American National Standards Institute

Published by the National Information Standards Organization Bethesda, Maryland



NISO Press, Bethesda, Maryland, U.S.A.

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### **Foreword**

(This foreword is not part of the American National Standard for Library Binding, ANSI/NISO/LBI Z39.78-2000. It is included for information only.)

This standard is the result of a collaboration between the National Information Standards Organization (NISO) and the Library Binding Institute (LBI), the principal trade association representing the library binding industry. ANSI/NISO/LBI Z39.78-2000 is the first American National Standard for library binding. The committee charged with writing this standard included library binders, librarians, and suppliers of bookbinding materials.

The principal mission of the library binding industry is to extend the useful life of library books and periodicals. For decades, commercial binding services have been the chief preservation option (and often the only preservation option) available to most libraries. Considering the importance of these services to the library community, it is not surprising that binders and librarians have traditionally worked together to develop and maintain rigorous technical standards. Initial efforts to codify industry practice emphasized careful performance of all procedures, the use of high quality materials, and the value of a sturdy, economical end product. While the demand for affordable binding has dictated the gradual streamlining of production techniques and the introduction of automated procedures, the need to accommodate the variable nature and condition of library materials has always been recognized.

In the years following the establishment of the Library Binding Institute in 1935, eight editions of the *Library Binding Institute Standard for Library Binding* have been issued, each emphasizing quality of workmanship and materials and a discriminating approach to decision making. In 1986 the LBI Standard was substantially revised to acknowledge changing practice within the industry. Where strength was once the only yardstick against which library binding was measured, openability became equally important, as did conservative treatment of volumes with fragile paper. To address redefined objectives, sewing through the fold, double-fan adhesive binding, and recasing—once reserved for exceptional volumes—were incorporated into the *LBI Standard* as mainstream techniques. This broadening of the *Standard*, bolstered by improving technologies, maximized the binder's ability to take into account the structure, size, age, and condition of a volume when selecting a treatment method.

This standard builds upon previous LBI standards. Performance benchmarks are added to the Materials Specifications to encourage suppliers to develop superior materials and for binders to accept them. Concurrent with the development of this standard, several rounds of testing were conducted to support performance benchmarks and to provide a platform for additional improvement. A report on the testing project, *Performance Measures For Library Binding*, by Barclay W. Ogden and Robert J. Strauss (Minneapolis, MN: Library Binding Institute, 1995) is available from the LBI.

It is hoped that further advancements in technology, the availability of new products, and the increasing body of knowledge from which binders and librarians can draw, will stimulate further evolution of industry practice and the standard that defines it.

This standard was processed and approved for submittal to ANSI by the National Information Standards Organization. It was balloted by the NISO Voting Members December 15, 1998 - January 31, 1999. It will next be reviewed in 2005. Suggestions for improving this standard are welcome. They should be sent to the National Information Standards Organization, 4733 Bethesda Avenue, Suite 300, Bethesda, MD 20814. NISO approval of this standard does not imply that all Voting Members voted for its approval. At the time it approved this standard, NISO had the following Voting Members:

(continued)

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#### Library Binding Institute Members

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# Library Binding

#### INTRODUCTION

#### 1.Purpose and Scope

This standard applies to the binding of books and periodicals using methods and materials that result in volumes that are sturdy, durable, and flexible enough to withstand the rigors of library use.

#### 1.1 Books

Specifications on the binding of books are set forth as follows:

- · First-time hardcover binding of paperbound books for library use.
- Rebinding of hardcover books for library use.

#### 1.2 Periodicals

Specifications on the binding of periodicals are set forth as follows:

- First-time hardcover binding of paper-covered serial issues for library use.
- Rebinding of hardcover serial volumes for library use.

#### 1.3 Exceptions

No specifications are set forth for the binding of volumes identified by a customer as having high artifactual value; or for any volumes that, because of their physical characteristics, cannot or should not be library bound. Arrangements for special treatments shall be made on an item-by-item basis by the customer in consultation with the binder.

#### 2. Title and Citation

This standard shall be cited as ANSI/NISO/LBI Z39.78-2000 Standard for Library Binding and hereinafter referred to as the Standard.

#### 3. Representation and Warranty

Only binding that adheres to this standard may be represented as conforming to the ANSI/NISO/LBI Standard for Library Binding. With respect to such binding, the binder shall warrant to the customer as follows:

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"Warranty: We warrant that the binding represented by us as conforming to the ANSI/NISO/LBI Standard for Library Binding complies with all requirements of the edition of the Standard that is current at the time of the binding. This statement is made pursuant to the Technical Specifications and Materials Specifications of the ANSI/NISO/LBI Standard for Library Binding and applicable federal and state laws relative to representations by a seller to a purchaser regarding the quality of a product and its adherence to a standard."

#### 4.Compliance

To comply with this standard, a binder shall bind volumes in accordance with the Technical and Materials Specifications herein OR, in using alternatives to any of the materials specified, must

- commission an independent agency to test and evaluate samples of materials, using all relevant tests described in Materials Specifications (Sections 15 through 23 herein); and
- present specifications for the alternate material, along with test data, to the Library Binding Institute for review and approval. The performance and longevity of the new material shall be at least as great as that of the material it replaces.

#### 5.Classification of Volumes

For the purpose of this standard, volumes shall be classified as cited in Sections 5.1 and 5.2 herein.

#### 5.1 Book (Monograph)

A book is a single text block that can be bound without requiring the binder to match the spine lettering and/or color of cover to that of another volume.

#### 5.2 Periodical (Serial)

A periodical is one or more serial issues that must be bound as a single unit. It requires the binder to match the spine-lettering pattern, color of cover, and color of stamping foil to other volumes having the same title. For the purposes of this standard, multivolume monographs are considered to be periodicals.

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#### TECHNICAL SPECIFICATIONS

#### 6.Examination, Collation, and Preparation

All volumes shall be carefully inspected to select an appropriate method for first-time hard cover binding or for rebinding. Inspection shall include an examination of the condition of the paper, the nature and condition of the original leaf attachment, and the width of the binding margin. Based on this inspection a suitable method of leaf attachment shall be selected and the need for paper mending and other special treatment identified. The head, fore edge, and tail margins shall be examined to identify those volumes that cannot be trimmed without cutting into text or illustrations.

#### 6.1 Books

Books shall be inspected for completeness and defects. Incomplete or defective volumes shall be returned to the customer or bound as is, in compliance with instructions from the customer.

#### 6.2 Custom Periodicals

Custom periodicals shall be collated in compliance with instructions from the customer. Services can include custom placement of title page, table of contents, index, supplements, and other loose pages; removal of covers and unpaginated advertisements at the front and back of each issue; inspection to ensure correct order of issues; and examination for completeness and defects. Incomplete or defective volumes shall be returned to the customer or bound as is, in compliance with instructions from the customer.

#### 6.3 Standard Periodicals

Standard periodicals shall be inspected for completeness and correct order of issues. Title page, table of contents, index, supplements, and other loose pages shall be bound in the order in which they are received by the binder from the customer. Advertisements shall be left in place. Incomplete or defective volumes shall be returned to the customer or bound as is, in compliance with instructions from the customer.

#### 6.4 Repair

All paper tears shall be repaired with transparent pressure-sensitive alkaline paper mending tape unless the customer and the binder make special arrangements for use of alternative mending materials or no repair.

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#### 6.5 Maps, Illustrations, and Folded Leaves

Steps shall be taken to preserve maps, illustrations, and folded leaves that are likely to be damaged when the spine of the text block is milled, the leaves sewn or glued, or the text block trimmed. Options include selecting a method of leaf attachment that requires as little of the binding margin as possible; setting the map or illustration out on a strip of reinforcing cloth or alkaline paper that is compatible with the weight of the map or illustration; constructing a cloth or alkaline paper pocket for the map or illustration; and/or leaving the text block untrimmed. Refolding of maps, inserts, or folded leaves to accommodate trimming or oversewing shall be avoided whenever possible. When a pocket is constructed for an insert that is thicker than 3/16 inch (4.76 mm), stubbing shall be added to the text block to compensate for the thickness of the pocket and its contents.

#### 7. Attaching the Leaves

Specifications are set forth for the following methods for attaching the leaves of a volume:

- Recasing
- · Sewing Through the Fold
- Double-Fan Adhesive Binding
- Oversewing
- · Side Sewing

The customer may select a method of leaf attachment by preparing instructions for each volume or by providing the binder, in writing, guidelines that can be used by the binder to make decisions.

Where the customer has provided neither item-by-item instructions nor general guidelines for decision making, the binder shall use his or her best judgment in selecting an appropriate method of leaf attachment for each volume. The binder shall provide the customer, in writing, the decision-making guidelines that will be used in the absence of instructions from the customer.

#### 7.1 Recasing

When text blocks are sewn through the fold, oversewn, or side sewn, and are intact (that is, when the original sewing thread is unbroken and the number of stitches is adequate for the size and weight of the text block) the sewing can be retained and the text block fitted with a new case.

#### 7.1.1 Preparation

Old covers, adhesive, and spine lining shall be carefully and completely removed from the text block without damaging the sewing thread. The text block shall be inspected

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after the spine is cleaned. If the original sewing is not sound, minor repairs shall be made, a different method of leaf attachment shall be selected, or the volume shall be returned to the customer, in compliance with instructions from the customer.

#### 7.1.2 Attaching Endpapers

New endpapers shall be sewn to the text block using a method that is compatible with the original sewing structure; or, with permission from the customer, hinged on. For text blocks made up of signatures that are sewn through the fold, endpapers shall be attached by sewing through the folds of one or two outermost signatures of the text block, and then through the folds of the endpapers. For volumes that are oversewn or side sewn, the endpapers shall be whipstitched on with sewing stitches approximately 1 inch (25 mm) apart.

#### 7.1.2.1 Endpaper Construction

Endpapers shall be constructed in one of the following ways:

- A single folded sheet with a hinge of reinforcing material that is adhered along the binding edge of the endpaper and extends beyond the fold.
- A single leaf hinged with reinforcing material to a single folded sheet.

#### 7.2 Sewing Through the Fold

Sewing through the fold is a method of attaching separate signatures, one to another in succession, to create a text block. Signatures may be sewn through the fold by hand, using one needle and one thread; or by machine, using multiple needles and threads. A volume consisting of a single signature may also be sewn through the fold to secure the leaves and to attach them to endpapers.

#### 7.2.1 Preparation

All staples shall be removed prior to sewing. All weak and damaged folds shall be reinforced or repaired with pressure-sensitive alkaline paper mending tape, unless the customer and the binder make special arrangements for use of alternative mending materials. Loose leaves or stiff inserts shall be hinged or tipped in. Sewing holes may be pre-punched or may be cut with a saw, provided that the saw cuts do not penetrate the margin on either side of the fold of the innermost folded sheet more than 1/8 inch (3 mm). When a volume is being resewn and original sewing holes exist, these should be used whenever possible.

#### 7.2.1.1 Sewing Through the Fold by Hand

For an optimum combination of openability and durability, sewing tapes shall be used on all volumes sewn through the fold by hand. As a general rule, text blocks less than 8 inches (203 mm) in height shall be sewn on two tapes, those between 8 inches (203 mm) and 12 inches (305 mm) in height on three tapes, and those over 12 inches (305 mm) in height on four or more tapes. All sewing tapes shall extend at least one inch (25 mm) onto the endpapers. The kettle stitches shall be no closer than 1/4 inch (6 mm) and no farther than 1 inch (25 mm) from the head and tail of the text block after trimming. Sewing shall be all along except on volumes with many thin signatures, in which case sewing may be two-on for all but the first six and the last six signatures. When a text block consists of a single signature, it shall be sewn through the fold by hand using a sewing pattern based on the figure eight, with stitches no longer than 2 inches (50.8 mm).

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#### 7.2.1.2 Sewing Through the Fold by Machine

As many needles as possible shall be used. Stitches shall be no closer than 1/4 inch (6 mm), and no farther than 1-1/2 inch (38 mm) from the head and tail of the text block after trimming. When a text block consists of a single signature, it shall be sewn through the fold by machine using a lock stitch, with stitches approximately 1/2 inch (13 mm) long.

#### 7.2.2 Attaching Endpapers

Endpapers shall be sewn onto text blocks as if the endpapers were the outermost signatures of the text block, front and back.

# 7.2.2.1 Endpaper Construction for Text Blocks Comprising Multiple Signatures

Endpapers shall be constructed in one of the following ways:

- A single folded sheet with a hinge of reinforcing material that is adhered along the binding edge of the endpaper and extends beyond the fold.
- A single leaf hinged with reinforcing material to a single folded sheet.
- Two folded sheets, nested. The fold of the sheet shall be reinforced with a 3/4 inch (19 mm) wide strip of reinforcing material.

# 7.2.2.2 Endpaper Construction for Text Blocks Comprising a Single Signature

Endpapers shall consist of two folded sheets. The fold of the outer sheet shall be reinforced with a 1-1/4 inch-wide (32 mm) strip of reinforcing material. The signature and the endpapers shall be sewn through the fold as a single unit.

#### 7.3 Double-Fan Adhesive Binding

Double-fan adhesive binding is a method of adhering loose leaves together at the binding edge to create a text block. An emulsion copolymer of internally plasticized polyvinyl acetate adhesive (PVA) shall be used. The flexibility and surface finish of the paper as well as the thickness and weight of the text block must be taken into account when deciding whether to double-fan adhesive bind a volume. No text block more than 2 inches (50.8 mm) thick shall be double-fan adhesive bound.

#### 7.3.1 Preparation

The spine of the text block shall be milled or trimmed, if necessary, to remove existing thread and/or adhesive and to free all leaves for fanning and gluing. To maximize the contact of paper to adhesive, as many paper fibers as possible shall be exposed. This is best achieved by notching the spine, which increases the surface area of the spine and thus its exposure to adhesive. While spine notching restricts openability, it enhances the strength of the binding. Notches shall be no deeper than 3/32 inch (2.38 mm), and in no case shall they cut into the text.

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#### 7.3.2 Attaching Endpapers

Endpapers shall be attached at the same time as the leaves, as if they were the outer-most leaves of the text block, front and back.

#### 7.3.2.1 Endpaper Construction

Endpapers shall be constructed in one of the following ways:

- · A single folded sheet.
- Two or three leaves. One leaf has a 1-1/4 inch (32 mm) wide extension of reinforcing material; a second leaf is tipped to the extension along the binding edge; a third leaf may be tipped to the second leaf.

#### 7.3.3 Fanning and Gluing

The text block shall be securely clamped. The binding edge shall be fanned first in one direction, as adhesive is applied; and then in the opposite direction, as adhesive is applied. The penetration of adhesive between leaves shall be approximately 1/32 inch (.8 mm), so that each leaf is tipped to the next. No adhesive shall run between pages further than 1/8 inch (3 mm), and in no case shall it run into the text. If the spine is notched, all notches shall be completely filled with adhesive. The fanning of very stiff paper stock (e.g., the paper covers of some periodical issues) can cause an excessive amount of adhesive to run into the text.

#### 7.3.4 Lining

A spine lining shall be applied squarely and adhered snugly to the spine of the text block. The lining shall extend to within 1/4 inch (6 mm) of the head and tail of the spine (after trimming), and extend squarely onto each endpaper at least 1 inch (25 mm). The text block shall be positioned squarely and allowed to dry without the use of a heater or other drying device.

#### 7.4 Oversewing

Oversewing is a method of sewing thin sections (i.e., piles) of loose leaves, one to another in succession, to create a text block. This process can be done by hand or by machine. When done by machine, multiple needles and threads pass obliquely through the binding margin of each section, forming stitches that attach it to previously attached sections. When done by hand, the sections are whipstitched, one to another, using one needle and one thread. Medium- and large-size text blocks that are oversewn by hand shall be sewn onto tapes. For all oversewn volumes, a minimum binding margin of 5/8 inch (15.87 mm) after milling is desirable. When volumes have narrower margins, another method of leaf attachment shall be used if possible. If no other method is appropriate, volumes that have narrow margins may be oversewn on a machine that has been modified by adding a narrow sewing plate. Because this technique is less strong than regular oversewing, it shall be used only as a last option.

#### 7.4.1 Preparation

The spine of the volume shall be milled or trimmed if necessary to free the leaves for sewing. No more than 1/8 inch (3 mm) of the binding margin shall be removed.

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#### 7.4.2 Attaching Endpapers

Endpapers shall be sewn onto the text block together with the outermost sections of the text block, front and back.

#### 7.4.2.1 Endpaper Construction

Endpapers shall be constructed in one of the following ways:

- A single folded sheet tipped 1/4 inch (6 mm) from the edge of a single leaf to make three leaves. A 1-1/4 inch (32 mm) strip of reinforcing material shall be adhered along the binding edge of the folded sheet and the exposed 1/4 inch (6 mm) margin of the single leaf. After sewing, the outermost leaf shall be folded and tipped back flush and parallel to (but not extending beyond) the binding edge of the text block, to cover the sewing thread and to allow the endpaper to hinge from the binding edge.
- Two or three leaves. One leaf has a 1-1/4 inch (32 mm) wide extension of reinforcing material; the second leaf is tipped to the extension along the binding edge; a third leaf may be tipped to the second leaf. When this type of endpaper is used, boards shall be cut according to Section 12.3.2 of this standard.

#### 7.4.3 Sewing

All volumes shall be divided into uniform sections approximately 1/16 inch (1.58 mm) thick, the thickness varying depending on the nature and condition of the paper. Sewing shall be no closer than 1/4 inch (6 mm), and no farther than 1 inch (25 mm) from the head and tail of the text block after trimming. The shuttle thread shall be coated with adhesive during sewing; or a thin line of paste shall be applied along the binding margin of the top sheet of each section prior to sewing. In no case shall the sewing stitches be closer to the text than 1/8 inch (3 mm).

#### 7.5 Side Sewing

Side sewing is a method of attaching signatures or loose leaves together by sewing the entire text block, through the side along the binding margin, in a single pass. Sewing is done by machine. No text block more than 1/2 inch (13 mm) thick, or with a binding margin less than 3/4 inch (19 mm) wide, shall be side sewn.

#### 7.5.1 Preparation

All staples shall be removed prior to side sewing.

#### 7.5.2 Attaching the Endpapers

Endpapers shall be attached at the same time as the leaves, as if they were the outer-most leaves of the text block, front and back.

#### 7.5.2.1 Endpaper Construction

Endpapers shall be constructed as specified in Section 7.4.2 herein.

#### 7.5.3 Sewing

A lock stitch shall be used. Stitches shall be approximately 1/2 inch (13 mm) long. The sewing shall be no farther from the head and tail of the text block than 1/2 inch (13 mm) after trimming, and shall be no farther in from the binding edge than 3/16 inch (4.76 mm).

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# 8. Trimming the Text Block

Text blocks shall be trimmed squarely and as slightly as possible. (The spines of text blocks that are sewn through the fold shall be glued prior to trimming, as specified in Section 9 herein.) The trimmed edges shall be smooth and without rough knife marks. Excessive trimming of irregularly-sized issues for the purpose of making them uniform shall be avoided. The binder shall leave text blocks untrimmed when necessary to preserve text, marginal notes, illustrations, and the folds of maps and other inserts. Volumes that will be recased and that are already rounded and backed shall be left untrimmed. The customer may specify that certain other types of volumes, or all volumes, shall be left untrimmed to preserve their original size and appearance and to ensure that no information is inadvertently cut away by trimming. Note that when an irregularly shaped text block is left untrimmed, the case may have uneven squares. Also note that double-fan adhesive bound text blocks often have a squeeze-out of excess adhesive along the spine at the head and tail of the text block. If they are left untrimmed this adhesive will remain.

# 9.Gluing the Spine

Polyvinyl acetate adhesive shall be applied to the spines of all sewn text blocks (except for side sewn text blocks) prior to rounding and backing. The adhesive shall thoroughly coat the spine. After gluing, text blocks shall be stacked squarely and allowed to dry without the use of a heater or other drying device.

# 10.Spine Treatment

The spine of a volume may be rounded and backed or this step may be eliminated and the volume left flat-backed.

The binder shall provide the customer with written guidelines specifying when spines will be rounded and backed and when they will be left flat-backed, or the binder shall follow guidelines provided by the customer. In the absence of alternate written guidelines, the binder shall round and back all volumes except as follows:

- Text blocks sewn through the fold, with signatures thicker than 1/4 inch (6 mm) shall be rounded but not backed.
- Text blocks thinner than 1/2 inch (13 mm) that have very fragile paper, or that are being recased and have fragile sewing thread, shall not be rounded and backed.
- Where a text block has already been rounded and backed (a candidate for recasing for example) the rounding and backing shall be touched up by hand when possible.
- Text blocks that fall into a "flat-back" binding category (e.g., paperbacks), shall be handled according to guidelines that have been defined and agreed upon by the binder and the customer.

# 10.1 Rounding and Backing

Rounding and backing enhances the durability of bound volumes, especially those that are large or heavy (see Section 19.5.4). It also prevents the spines of some volumes from becoming concave.

#### 10.1.1 Process

Text blocks shall be evenly rounded to form a smooth, convex spine and a concave fore edge; and shall be backed to form shoulders that are symmetrical, uniform from head to tail, and nearly equal in size to the anticipated board thickness. Rounding and backing may be done using a semiautomatic hydraulic machine, a roller backer, or by hand. Good results often require a combination of hand and machine processes.

#### 10.2 Flat-Backed Text Blocks

Flat-backed text blocks are those for which the process of rounding and backing is omitted. Since rounding and backing is an involved step in the manufacture of a library binding, the elimination of this process may result in a lower-priced product.

# 11.Lining the Spine

The spines of all text blocks shall be lined with a spine lining material that meets specifications cited in Section 17.2 herein. The lining shall extend to within 1/2 inch (13 mm) of the head and the tail of the text block, and extend squarely onto each endpaper at least 1 inch (25 mm). The spines of all volumes over 1-1/2 inches (38 mm) thick that have been sewn through the fold or recased, and all other volumes over 2-1/2 inches (64 mm) thick, shall be reinforced with an additional layer of material. This reinforcement can be alkaline paper, no lighter than 60-pound (27.2 kg) text weight, cut to the height and width of the spine, or a second layer of spine lining cloth.

# 12.Making the Case

# 12.1 Cutting the Covering Material

Covering material shall be cut squarely, approximately 1-1/2 inches (38 mm) taller and wider than the anticipated size of the finished case. This allows for a 3/4 inch (19 mm) overhang on all four sides of the unfinished case and results in a turn-in of approximately 5/8 inch (15 mm), although turn-ins may be wider.

# 12.2 Lettering the Covering Material

Lettering shall be permanent, sharp, clean, legible, and stamped with adequate pressure, temperature, and dwell to ensure adhesion of the foil to the covering material.

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Binders shall keep records of lettering patterns and color of stamping foil for serial titles so that uniformity of sets is maintained. Precise matching of lettering may not always be possible, since different binders use different equipment and different type faces.

# 12.3 Selecting and Cutting Boards

#### 12.3.1 Narro w-Hinge Cases

Boards shall be cut squarely and smoothly, with the grain running parallel to the binding edge. The height of the boards shall be approximately 1/4 inch (6 mm) taller than the text block, unless the text block is to be bound flush with the bottom of the case, in which case the height of the boards shall be approximately 1/8 inch (3 mm) taller than the text block. The width of the boards for rounded and backed volumes shall be equal to the width of the text block from shoulder to fore edge. The thickness of the boards shall be between 0.06 inch (1.5 mm) and 0.125 inch (3 mm), and appropriate for the size and weight of the text block. For exceptionally large text blocks (e.g., newspapers) boards shall be no less than 0.125 inch (3 mm) thick. For heavy or large text blocks the boards shall be no more than 0.08 inch (2 mm) thick.

# 12.3.2 Wide-Hinge Cases

The width of the boards for rounded and backed volumes shall be approximately 1/4 inch (6 mm) narrower than the width of the text block from shoulder to fore edge. The width of the boards for flat-backed volumes shall be approximately 3/8 inch (9 mm) narrower than the width of the text block. In all other respects selecting and cutting the boards shall meet the specifications cited in Section 12.3.1 herein.

#### 12.4 Selecting and Cutting the Inlay

An inlay shall be used to reinforce the spine of the case. The inlay shall be cut squarely, and shall be the same width as the spine of the text block from shoulder to shoulder and the same height as the boards.

# 12.5 Assembling the Case

The boards and the inlay shall be squarely and securely adhered to the covering material. The spaces between the inlay and the boards shall be uniform and approximately 1/4 inch (6 mm) for narrow-hinge cases or 1/2 inch (13 mm) wide for wide-hinge cases. The inlay may be left plain; or a piece of cord approximately 1/8 inch (3 mm) in diameter or a piece of braid may be placed at the head and tail of the inlay. The corners of the cloth shall be left uncut so that library corners can be made; or corners shall be straight-cut or cut concave at a 45-degree angle so that traditional corners can be made. The covering material shall be turned in snugly and uniformly, approximately 5/8 inch (15 mm) on all sides, and shall adhere neatly and tightly to the edges of the boards.

#### 12.6 Corners

## 12.6.1 Library Corners

Each of four uncut corners of the overhanging cover material shall be folded at a 45-degree angle and adhered onto the inside surface of the cover boards. The already glued-off overhang shall be turned in at the head and tail, fore edge, and back edge of the case.

#### 12.6.2 Tradition al Corners

The overhang of the cover material shall be cut away at a 45-degree angle at each corner of the case, approximately 1/8 inch (3 mm) beyond the corner of the cover boards. The already glued-off overhang shall be turned in at the head and tail of the case. Then, the small protruding tip or tit at each corner shall be nicked or tucked in prior to the turning in of the overhangs at the fore edge and back edge of the case.

# 13.Casing In

Text blocks shall be cased in squarely and tightly. All squares shall be uniform around the perimeter of the text block; and shall be between 1/16 inch (1.59 mm) and 3/16 inch (4.76 mm) wide. Very heavy or thick text blocks may be bound flush with the bottom of the case (that is, the case will have no square at the tail) in compliance with instructions from the customer. When text blocks are bound flush with the bottom of the case, the optional cord at the tail of the inlay shall be omitted.

Cased-in volumes shall either be pressed between metal-edged boards until thoroughly dry; or pressed in a building-in machine using sufficient pressure, dwell, and heat to ensure good adhesion of the endpapers to the boards and turn-ins, and good adhesion of the covering material to the spine lining and endpapers in the joint area of the text block. The amount of adhesive applied to the joints and the method used for building in shall be sufficient to ensure that joints are tight and secure and cannot be separated without damaging the bonded surfaces. Endpapers shall adhere to all surfaces smoothly and shall be free of wrinkles and bubbles.

# 14.Inspection

Each volume shall be inspected to ensure that the case and the edges of the text block are free from adhesives, workmanship is neat, instructions from the customer have been followed, and that there has been strict adherence to this standard.

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# Materials Specifications

# 15.Paper

# 15.1 Endpapers

## 15.1.1 Paper Composition

All endpapers shall be constructed of paper that meets *American National Standard for Information Sciences* — *Permanence of Paper for Printed Library Materials, ANSI/NISO Z39.48-1992*, or the latest edition of that standard.

# 15.1.2 Basis Weight

Five hundred (500) 25-inch x 38-inch (635 mm x 965 mm) sheets of the paper used to construct endpapers shall weigh 80 pounds (36 kg).

#### 15.1.3 Mechanical Characteristics

The paper used to construct all endpapers shall meet or exceed the following specifications:

Test	Performance	Test #
Bursting Strength (Mullen)	60 lbs/ in <sup>2</sup> (27.21 kg/cm <sup>2</sup> )	TAPPI T-403
Folding Endurance (MIT), with grain	400 double folds	TAPPI T-511
Folding Endurance (MIT), across grain	210 double folds	TAPPI T-511
Tensile Strength, with grain	40 lbs/ in <sup>2</sup> (18.14 kg/cm <sup>2</sup> )	TAPPI T-404
Tensile Strength, across grain	25 lbs/ in² (11.34 kg/cm²)	TAPPI T-404
Tear Resistance (Elmendorf), with grain	4.4 oz (125 grams)	TAPPI T-414
Tear Resistance (Elmendorf), across grain	5.1 oz (145 grams)	TAPPI T-414

# 15.2 Papers for Stubbing, Pockets, Addition al Spine Lining Reinforcement, and Setting Out Inserts

Papers used for stubbing, pockets, additional spine lining reinforcement, and setting out inserts shall meet the specifications cited in Section 15.1.1. Papers shall be of a weight appropriate for the purposes they are meant to serve.

# 15.3 Inlays

Inlays shall be made from flexible, durable paper with the grain running parallel to the spine of the case. The paper shall be between .012 inch (.3 mm) and .030 inch (.76 mm) thick, and shall have a minimum pH of 6.5.

# 16.Cover Board

# 16.1 General Requirements

#### 16.1.1 Surface

Cover board shall be free from surface lumps and reasonably smooth and flat; the usable portion of the sheet shall be reasonably free from all clip indentations and other mechanical imperfections.

#### 16.1.2 Direction of Grain

Unless the direction of grain is otherwise specified by the customer, the grain shall run parallel with the binding edge.

# 16.1.3 Density

Individual sheets shall not weigh less than 0.02 ounce (0.51 gram) nor more than 0.035 ounce (1 gram) per cubic inch (per cubic centimeter).

#### 16.1.4 Internal Bond

All board shall have adequate internal bond in order to resist delamination.

#### 16.1.5 Moisture Content

Moisture content at time of shipment shall be not less than 4% nor more than 8% as tested according to test procedure SIB TAPPI T-412

## 16.2 Thickness, Bursting Strength, and Flexural Properties

The thickness, bursting strength, and flexural properties of cover board shall conform to the following requirements:

Table 1: Thickness, bursting strength, and flexural properties						
Bursting		Flexural Properties				
Thickness	3,	Strength,	Breaking Load	d, Minimum	Deflection at Rupture, Minimum	
Nominal		Minimum				
Inch (mm)	Points	lbs/sq inch (kg /cm ²)	Lengthwise pounds (kg)	Crosswise pounds (kg)	Lengthwise inch (mm)	Crosswise inch (mm)
0.058 (1.47)	58	235 (16.5)	2.1 (0.95)	1.6 (0.72)	0.22 (5.58)	0.34 (8.6)
0.065 (1.65)	65	255 (17.9)	2.5 (1.13)	1.9 (0.86)	0.22 (5.58)	0.34 (8.6)
0.070 (1.78)	70	275 (19.3)	2.8 (1.27)	2.1 (0.95)	0.22 (5.58)	0.34 (8.6)
0.075 (1.91)	75	295 (20.7)	3.3 (1.49)	2.4 (1.08)	0.22 (5.58)	0.34 (8.6)
0.080 (2.03)	80	315 (22.1)	3.8 (1.72)	2.8 (1.27)	0.22 (5.58)	0.34 (8.6)
0.088 (2.24)	88	350 (24.6)	4.4 (1.99)	3.3 (1.49)	0.22 (5.58)	0.34 (8.6)
0.098 (2.49)	98	385 (27.1)	5.1 (2.30)	3.8 (1.72)	0.22 (5.58)	0.34 (8.6)
0.110 (2.79)	110	425 (29.9)	5.6 (2.52)	4.3 (1.95)	0.22 (5.58)	0.34 (8.6)
0.120 (3.05)	120	450 (31.6)	6.0 (2.72)	4.7 (2.13)	0.22 (5.58)	0.34 (8.6)

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#### 16.2.1 Thickness Tolerance

The thickness tolerance of uncut sheets of board from the mill shall be plus or minus .03 inch (.76 mm) on boards up to and including 32 inches (813 mm) in the shorter dimension. A variation of 5 percent above or below the specified thickness is permitted on boards over 1/8 inch (3 mm) in thickness. On boards over 32 inches (813 mm) in the shorter dimension, an additional tolerance of 50 percent of the above amounts is allowed.

NOTE: See Appendix A for methods of sampling and testing cover board.

# 17.Reinforcing Material

# 17.1 Reinforcing Material for Endpapers

# 17.1.1 Reinforcing Material for Folded Endpapers

The performance of reinforcing material (commonly known as cambric) for folded endpapers shall meet or exceed the following specifications:

Test	Warp	Fill
Tensile Strength, lbs/inch (kg/cm)	58 (10.36)	45 (8.04)
Tear Resistance, oz (grams)	16.93 (480)	16.36 (464)

# 17.1.2 Reinforcing Material for Endpapers for Side Sewn Books

The performance of reinforcing material (commonly known as drill) for endpapers for side sewn books shall meet or exceed the following specifications:

Test	Warp	Fill
Tensile Strength, lbs/inch (kg/cm)	92 (16.43)	55 (9.82)
Tear Resistance, oz (grams)	23.98 (680)	27.51 (780)

## 17.2 Material for Lining the Spines of All Text Blocks

The performance of stretchable material for lining the spine shall meet or exceed the following specifications:

Test	Warp	Fill
Tensile Strength, lbs/inch (kg/cm)	75 (13.4)	27 (4.82)
Tear Resistance, oz (grams)	15.80 (448)	23.13 (656)

# 18. Covering Materials

# 18.1 Covering Materials

Covering materials shall be impregnated or coated with a nonmigratory resinous material and shall meet or exceed the following tests for Group F buckram as specified in ANSI Standard L29.1-1977, *Fabrics for Book Covers:* 

Test	Performance	Test #
Abrasion Resistance	215 cycles	Test 5302
Breaking Strength	Warp: 120 lbs. (54.431 kg)	Test 5102
	Filling: 80 lbs. (36.287 kg)	
	Sum: 200 lbs. (90.719 kg)	
Colorfastness	Fair after 40 hours	Test 5660
Grease Resistance	No penetration in 5 minutes	
Tear Strength	Warp: 42.32 oz. (1200 grams)	Test 5132
	Filling: 42.32 oz. (1200 grams)	
Water Resistance	No penetration in 10 minutes	
Odor	Free of marked odor	

Endcap strength of covering materials as measured by the RIT Spine Pull Test must endure a minimum of 240 pounds of force without damage.

# 18.1.1 Exceptions

In compliance with instructions from the customer, text blocks weighing less than 2 pounds may be covered with material that is impregnated or coated with a nonmigratory resinous material; and that meets or exceeds the following tests for C-1 Grade book cloth, as described in ANSI Standard L29.1-1977, Fabrics for Book Covers:

Test	Performance	Test #
Abrasion Resistance	100 cycles	Test 5302
Breaking Strength	Warp: 64 lbs. (29.03 kg)	Test 5102
	Filling: 48 lbs. (21.77 kg)	
	Sum: 112 lbs. (50.8 kg)	
Colorfastness	Fair after 40 hours	Test 5660
Grease Resistance	No penetration in 5 minutes	
Tear Strength	Warp: 18.05 oz. (512 grams)	Test 5132
	Filling: 15.80 oz. (448 grams)	
Water Resistance	No penetration in 10 minutes	
Odor	Free of marked odor	

# 19.Adhesives

#### 19.1 Adhesives for All Processes

Adhesives used for all processes shall be capable of forming a permanent bond between the surfaces to be joined. The adhesive force shall be such that the bonded materials cannot be separated without damaging them.

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# 19.2 Adhesive for Double-Fan Adhesive Binding, Gluing the Spine, and Lining the Spine

Adhesive used for double-fan adhesive binding, gluing the spine, and lining the spine shall be an emulsion copolymer of internally plasticized polyvinyl acetate adhesive (PVA) that is flexible and that will not crosslink after long-term aging at normal room temperature, 68-77° F (20-25° C).

# 19.3 Adhesive for Making the Case

The adhesive used for making the case shall be a polyvinyl acetate emulsion adhesive (PVA) with good long-term aging characteristics.

# 19.4 Adhesive for Casing In

Text blocks shall be cased in using a polyvinyl acetate emulsion adhesive with good long-term aging characteristics. The adhesive shall be compatible with the adhesive used to make the case, to help ensure that the case adheres tightly and securely to the text block. Adhesion of the covering material to the spine lining and endpapers in the joint is critical.

# 19.5 Addition al Requirements for Alternate Adhesives

For additional requirements for alternate adhesives to the PVAs specified for double-fan adhesive binding, gluing the spine, and lining the spine in Section 19.2, making the case in Section 19.3, and casing in in Section 19.4, see *Performance Measures for Library Binding,* Appendix A: Specifications for Test Volumes, for manufacturing specifications applicable to tests in 19.5.1 to 19.5.4.

#### 19.5.1 Strength of Leaf Attachment

Volumes bound with adhesives other than the PVAs specified for double-fan adhesive binding in Section 19.2 must meet or exceed the following Page Pull performance specification:

Test	Book Specification	Performance
Page Pull Test after flexing	8-1/2" x 11" x 2" Volumes	70 lbs (31.75 kg)
	60# coated paper	

#### 19.5.2 Openability

Volumes bound with adhesives other than the PVA's specified in Sections 19.2-19.4 must meet or exceed the following Openability performance specification:

Test	Book Specification	Performance
LTP Openability Test	8-1/2" x 11" x 2" Volumes	7.9 inches (200.7 mm)
	60# coated paper	

#### 19.5.3 Joint Strength

Volumes bound with adhesives other than the PVAs specified in Sections 19.2-19.4 must meet or exceed the following Joint Strength performance specification:

Test	Book Specification	Performance
Joint Strength Test	8-1/2" x 11" x 2" Volumes	50 lbs (22.5 kg)
	60# coated paper	

## 19.5.4 Durability

Volumes bound with adhesives other than the PVAs specified in Sections 19.2-19.4 must meet or exceed the following Durability performance specification by withstanding the stated number of tumbles with no visible damage to the binding (i.e., condition 0).

Test	Book Specification	Performance
Tumble Test	Rounded and Backed 8-1/2" x 11" x 2" Volumes 60# coated paper	600 tumbles
Tumble Test	Flat-Backed 8-1/2" x 11" x 2" Volumes 60# coated paper	300 tumbles

# 20.Thread

## 20.1 Thread for Oversewing

Thread for oversewing shall be cotton, nylon, or cotton-covered polyester. Cotton thread shall meet or exceed Federal Specifications U-T 276H (October 1976); nylon thread shall meet or exceed Federal Specifications U-7 295D (February 3, 1977).

# 20.2 Thread for Sewing Through the Fold

Thread for sewing through the fold by machine shall be cotton, nylon, or cotton-covered polyester, and shall be of appropriate diameter to control swell. Breaking strength shall be no less than 3.4 pounds (1.542 kg). Threads of the same quality shall be used for sewing through the fold by hand, except that linen thread may also be used.

## 20.3 Thread for Side Sewing

Thread for side sewing shall be at least equal to cotton thread No. 14-4 cord. Breaking strength shall be no less than 3.4 pounds (1.542 kg).

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# 21.Sewing Tapes

Sewing tapes shall be cotton or linen. They shall be no less than 1/2 inch (13 mm) wide and shall have no less than 104 warp threads per inch (41 warp threads per cm) and 32 filling threads per inch (12.6 filling threads per cm). The tensile strength of the warp threads shall be no less than 65 pounds (29.48 kg) as measured by the strip method; and of the filling threads, no less than 24 pounds (10.886 kg).

# 22.Lettering Foil

Lettering foil shall be legible during the life of the binding and shall perform as follows, when tested in environmental conditions as specified in Federal Test Method AA T CC 23-72:

Type of Exposure	Time	Minimum Requirement
158° F (70° C), Dry Heat	10 days	No change
158° F (70° C), Moist Heat	10 days	Moderate change
Oxygen	4 days	Very slight change
Ozone, 50 PPHM, 100° F (38° C)	4 days	No change
Hydrogen Sulfide Gas	2 hours	No change
Fade-Ometer	40 hours	Satisfactory
Oxides of Nitrogen	3 cycles	3.0

# 23.Exceptions

Should a new material be developed that meets or exceeds the performance specifications cited in the Materials Specifications Sections 15–22 herein, that new material may be substituted if the procedures cited in Section 4 herein are followed.

# Glossary

#### Alkaline buffered paper

Paper containing an alkaline compound (calcium carbonate, for example) at a level sufficient to neutralize acid that might, in the future, be generated through aging of the paper or from atmospheric pollution.

#### All along

Refers to a method of sewing signatures through the fold by hand. Sewing thread travels in and out of the fold of one signature, from kettle stitch to kettle stitch, then passes to the next signature and travels in and out of the fold from kettle stitch to kettle stitch; so that each pass of thread along the length of the spine attaches one signature to the text block. When sewing "two-on," the thread travels in and out of the fold of one signature, then in and out of the fold of another, alternating from one signature to the other as it passes from kettle stitch to kettle stitch, so that each pass of thread along the length of the spine attaches two signatures to the text block. Sewing all along is the stronger method and should be used unless the text block has many thin signatures, in which case sewing all along would result in an excessive buildup of thread in the spine. Library binders must sew two-on only in rare cases.

#### Artifactual value

Importance or worth as a physical object. Often artifactual value is obvious (the manuscripts of a well-known poet are artifacts), but sometimes it is less so. A plain volume may be among the first manufactured by machine in the 1820s in England, for example; may have a signed, early machine-stamped binding, important hand binding, or hand-colored illustrations; or may be a first edition or special edition of an important work. Anything that is done to change such artifacts reduces their value.

#### Back/Backing

The process of dispersing the swelling of the spine of a rounded text block and shaping it into a shoulder on each side of the spine of a text block. Backing accommodates the thickness of the boards, and provides a hinge along which they can swing freely. Backing also helps to prevent the spine of the text block from collapsing into a concave shape over time. (See also Flat back, and Round/Rounding.)

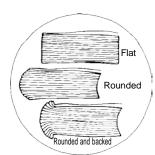
## Binding edge

The edge of a text block along which the leaves of a text block are attached by sewing, adhesive binding, or another method.

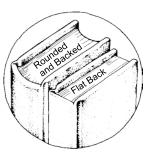
Binding margin (inner margin, gutter margin, back margin) The distance between the binding edge of a printed page and the printed area.

# Book block

The text block plus the endpapers and other materials added by the binder before casing in to a hard cover.



Back/Backing



Flat back

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#### Building -in machine

A hydraulic or pneumatic machine used to duplicate the action of a hand book press. The cased-in text block is placed between the platens of the machine which then close and exert great pressure. Heated jaws compress the case along its hinges to form tight front and back joints.

#### Case

A book cover consisting of two boards and an inlay covered with paper, cloth, or some other covering material. The case is made separately from the text block and is later attached to it in a step called casing in. A cased-in book is often referred to as a hard cover book. (See Appendix B.)

#### Casing in

The process of applying adhesive to the outside endpapers of a text block and fitting the text block into its case.

#### Cloth/Clothbound

The fabric used for book covers; a term used indiscriminately for any clothbound volume.

#### Collation

In library binding, the process of checking books and periodicals for completeness, physical characteristics, margin width, condition of paper, and overall suitability for binding. Also, preparation and arrangement of material in proper sequence for binding.

#### Flat back (square back)

A text block that has not been rounded and backed. (See illustration for Back/Backing.)

#### Fore edge

The edge of a leaf or a board opposite from, and parallel to, its binding edge (i.e., opposite from its spine edge). Fore edge is also used in a more general way to refer to any part of a volume opposite from, and parallel to, its spine. (See Appendix B.)

#### Grain direction

The direction in which the majority of the fibers in a piece of paper or board are aligned; and the direction in which the warp threads run in cloth. Grain direction in all man-made materials used in bookbinding should run parallel to the spine of a volume.

#### Guard

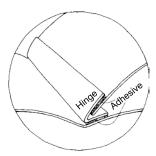
A thin strip of cloth or paper used as a hinge for a map, illustration, or a single sheet.

#### Hard cover

The cover of a book produced from a flexible material, usually cloth or paper supported by rigid boards.

#### Head

The top edge of a leaf, board, or bound volume, opposite from the surface on which the volume rests when it is shelved upright. (See Appendix B.)



Hinge in

#### Hinge in

Adhering a paper or cloth strip along the binding edge of a leaf or group of leaves that are attached to one another so that the strip extends beyond the binding edge. This assembly can be "hinged" into a text block by pasting up the part of the paper or cloth strip that extends beyond the leaf (or leaves), and adhering the strip to the binding edge of a leaf in the text block.

### Inlay (back strip)

A heavy weight but flexible paper strip used to stiffen the spine of a case, centrally placed between two cover boards.

#### Joint

The grooves that run head to tail on the outside of the case, front and back, along which the boards hinge when they open. (See Appendix B.)

#### Kettle stitch

A stitch closest to the head and tail of each signature of a text block that has been sewn through the fold by hand. Kettle stitches lock the sewing thread after each complete pass of the thread along the spine of the text block, and link each signature to the one sewn on previously.



A single sheet of paper, or one half of a folded sheet of paper. Each side of the leaf is a page. Leaves can be printed or blank.

#### Leaf attachment

The means by which the leaves of a text block are attached, one to another. Leaves are most often attached along their binding edges by means of thread, adhesive, or staples. The latter method of leaf attachment does not comply with the ANSI/NISO/LBI Standard for Library Binding.

### Lining (super, mull, crash, and gauze)

Cotton, muslin, gauze, crash, paper and other materials used to reinforce spines of library bound books. Lining provides the means for a firm connection between text block and cover and gives shape and firmness to the binding.

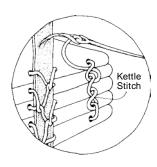
#### Lock stitch

A stitch formed by a primary thread that runs along the top surface of the text block being sewn; and a bobbin thread that runs along the bottom surface, and locks with the top thread at regular intervals. Lock stitches are the type made by household sewing machines, although the machines used by library binders are often larger.

Lock stitch

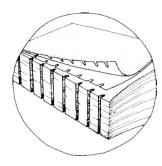
#### Mill

To cut away on a milling machine to prepare spines of books for double-fan adhesive binding or oversewing. The machine clamps the text block, spine down, and moves it over a series of rotating blades that cut away approximately 1/8 inch (3 mm) of the binding margin, thus removing old adhesive, thread, staples, and/or folds of signatures. After milling, a text block consists of loose leaves.



Kettle stitch

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Notch/Notching

#### Notch/Notching

Parallel grooves cut into the spine perpendicular to the binding edge. Notching increases the amount of surface area on the spine that comes in contact with the adhesive and increases the strength of double-fan adhesive bindings. Spines of text blocks can be notched by machine prior to double-fan adhesive binding.

#### Overhang

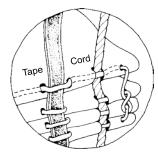
Covering material that extends beyond the edges of the boards and inlay before turning in. The overhang becomes the turn-in.

## Round/Rounding

The mechanical or manual manipulation of the spine of a text block into a convex shape (and the consequent manipulation of the fore edge into a concave shape). Rounding usually precedes backing. Rounding and backing help distribute the swell that naturally occurs with sewing and adhesive binding. (See illustration and definition for Back/Backing.)

## Sewing on sawn-in cords

Hand-sewing of signatures through the fold onto sawn-in cords. Saw cuts are first made across the spine of the text block, perpendicular to the binding edge. These saw cuts then become the sewing holes through which the threaded needle passes on its way in and out of the fold of each signature. Cords are set into the saw cuts perpendicular to the spine, so that the sewing thread passes over the cords as it runs from kettle stitch to kettle stitch. The cords link the signature, one to another, across the spine.



Sewing on sawn-in cords and Sewing on tapes

#### Sewing on tapes

Hand-sewing of signatures through the fold onto cloth tapes. Holes can be punched through the folds of each signature; or saw cuts can be made across the spine of the text block, perpendicular to the binding edge, to create holes through which the sewing needle can pass. Signatures are sewn onto tapes by passing the sewing needle into the signature, through the fold, at the kettle stitch; out and around a tape; and back into the signature, through the fold. This process is repeated along the length of the signature—the number of times depending on the number of tapes used. The tapes link the signatures, one to another, across the spine.

#### Shoulder (joint, ridge, flange)

The shoulder is formed when a text block is backed. During this process the outermost leaves on each side of the text block are bent outward at a 45-degree angle along the binding edge to accommodate the boards and to allow them to hinge freely. The ridge that is thus formed on either side of the spine is the shoulder. (See Appendix B.)

#### Signature (section or gathering)

A signature consists of a sheet of paper folded one, two, three, or four (and rarely five) times to make a section. Signatures are commonly eight, sixteen, or thirty-two pages.

#### Spine (backbone)

The surface of a volume that usually faces outward when a book sits on a shelf; that is, the surface opposite the fore edge. It is the part of a bound text block between the two cover boards on which the lettering appears. (See Appendix B.)

### Spine lettering pattern

The arrangement of letters, numbers, and punctuation on the spine of a case. The color of stamping foil is also part of the lettering pattern.

#### Squares

The edges of the case that extend beyond the text block at the head, tail, and fore edge, and protect it. (See Appendix B.)

#### Surface finish

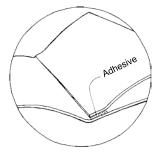
The quality of the surface of a sheet of paper. Paper can be rough or smooth, absorbent or repellent, shiny or dull.

#### Tail

The bottom edge of a leaf, board, or bound volume; that is, the surface on which a volume rests when shelved upright. (See Appendix B.)

#### Text block

A gathering of printed or written leaves that may be or have been bound, excluding all paper to be added by the bookbinder such as the endpapers. (See Appendix B.)



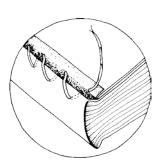
#### Tip in

#### Tip in

A thin line of adhesive applied along the edge of a leaf (usually along the binding edge), with the leaf tipped onto another leaf (usually at the binding edge). The openability of a tipped-in leaf is somewhat restricted.

#### Turn in

That part of the covering material that is turned over the outer edges of the boards and inlay, and onto their inner surfaces, in the process of making a case. The turn-in protects the boards and inlay from delamination and wear. Most of the turn-in will be covered by the pastedown after casing-in. (See Appendix B.)



# Whipstitch

#### Whip stitch (overcasting)

Stitching through holes usually punched along the binding edge of a text block. Sewing thread passes into the top and out the bottom of each hole in succession to attach the leaves. Library binders whipstitch new endpapers to oversewn and side sewn text blocks in preparation for recasing.

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#### APPENDIX A

# Methods of Sampling and Testing Cover Board

(This appendix is not part of the American National Standard for Library Binding, ANSI/NISO/LBI Z39.78-2000. It is included for information only.)

# 1.1 Sampling for Tests

The test sample used for making thickness, density, and bursting strength determinations shall consist of ten specimens cut 10 inches x 10 inches (254 mm x 254 mm), each specimen being cut from a different board. Where a delivery consists of less than 30 bundles, not less than three bundles shall be sampled. On all deliveries of 30 bundles or more, at least 10% of the bundles shall be sampled, except where a delivery consists of more than 100 bundles, in which event 10 bundles shall be sampled.

# 1.2 Control Testing

For ordinary control testing, the prevailing temperature and humidity conditions are satisfactory. In controversial cases, the specimens shall be tested at 70° F (21°C) and at 50% to 65% relative humidity after being exposed to this condition for 72 hours. Such tests may be made in any accredited commercial testing laboratory satisfactory to both buyer and seller.

## 1.3 Thickness

Twenty readings shall be made, two on each of the ten test specimens cut 10 inches x 10 inches (254 mm x 254 mm). Each of the twenty individual readings shall not vary over 0.03 inch (0.76 mm) above or below the designated nominal thickness. In test reports, thickness shall be expressed in decimal parts of an inch.

#### 1.4 Density

The density is computed from the thickness and the weight per unit area. The latter is determined by measuring the dimensions of each of the ten specimens used for the thickness determination to an accuracy of 0.1 inch (2.5 mm), and weighing each specimen separately in grams. The density is computed according to the following formula:

	Weight of one test specimen in grams					
Density (Grams per cubic	=	Area of test specimen in	Х	Thickness of test specimen in decimal	х	16.39
centimeter)		square inches		parts of an inch		

The density of each of the individual test specimens shall fall between the limits prescribed for minimum-maximum density cited in Section 16.1.3.

# 1.5 Bursting Strength

In determining the bursting strength, twenty bursts shall be made, one on each side of the ten test specimens. The average of the twenty bursts shall be reported as the average bursting strength. The average bursting strength shall not be lower than the figures given under specific requirements for the designated nominal thickness. See Table 1, in Section 16.2.

# 1.6 Flexural Properties

The flexural properties shall be determined with a tensile testing machine, using an attachment by means of which a load is applied with the loading clamp to the specimen at midspan between two parallel supports 3 inches (76 mm) apart suspended from the upper clamp of the tester. The ends of the test specimen shall be equidistant from the supports. The load is applied to the board at the rate of 12 inches (305 mm) per minute. The load in pounds required to break the specimen is recorded as breaking load and the deflection in inches at rupture is recorded as deflection rupture (a recording device should be provided for convenience in measuring deflection).

Ten test specimens, 1 inch x 5 inches (25 mm x 127 mm), shall be cut in each direction of the board and tested for flexural properties. Two results shall be reported for breaking load: the average of the 10 tests on samples cut lengthwise, and the average of 10 tests of samples cut crosswise. These averages shall not fall below the corresponding figures for breaking load given in Table 1 for the designated nominal thickness. Two results shall be reported for deflection at rupture: the average of the 10 tests on samples cut lengthwise, and the average of the 10 tests of samples cut crosswise. These averages shall not fall below the corresponding figures for deflection at rupture given in Table 1 for the designated nominal thickness.

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# APPENDIX B

# Parts of a Bound Volume

(This appendix is not part of the American National Standard for Library Binding, ANSI/NISO/LBI Z39.78-2000. It is included for information only.)

