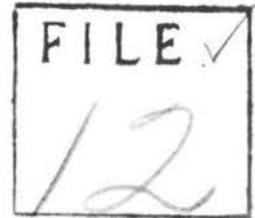


PRINTING: (1) Commission may adopt rule of Supreme Court as to briefs, where statute and rule do not conflict;
(2) may take bid on statutory basis of ems, tokens or quire on composition and presswork according to method employed and job to be done;
(3) may require contractor to obtain receipt from department which receives printing;
(4) on binding, Commission may cover price on press numbering and perforating by percentage discount from hand schedules.

April 30, 1942

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Honorable Dwight H. Brown
Chairman
State Printing Commission
Jefferson City, Missouri



Dear Sir:

By your letters of April 24 and 25, 1942, you have submitted the proposed specifications relative to the state printing and binding contracts. In connection with these specifications you call our attention to certain matters therein, requesting our opinion on the authority of the Commission to make such requirements. We shall set out hereafter what we consider necessary for an understanding of the question presented.

The printing contract.

I.

In Class Two printing it appears the specifications for bids require that:

"All printing in class 2 shall be executed in small pica type in pages to contain as nearly as practical 2,000 ems to the page, six 6 inches x 9 inches, without any unnecessary leads, blanks or broken lines or pages.

"Exception: -- State Supreme Court briefs, statements and abstracts shall be produced in conformity with the rules

and regulations established by the court.

"The rule and figure work, head notes and indexes printed in the laws, journals and all other printing in book form shall be in Brevier type."

You have directed our attention to the "Exception" above attached advising that it is new matter upon which you desire our opinion.

Section 14980, R. S. Missouri, 1939, is almost identical with the above specification, except, of course, as to the "Exception." That section provides:

"The laws, journals and all other matters specified in the second class shall be executed in small pica type, in pages to contain two thousand ems, without any unnecessary leads, blanks or broken lines or pages."

Section 14982, R. S. Missouri, 1939, makes the identical requirement as to brevier type as does this specification.

The Supreme Court of Missouri has this rule:

"Briefs and abstracts filed in the Supreme Court shall be nine and three-fourths inches in length and six and one-half inches in width. Must be printed in 10 or 11-point leaded type, the printed matter, 3 5/8 inches; pages numbered and matter properly indexed."

Comparison of the specification with the statutes discloses that they are essentially the same except the specification fixed the page sizes, while the statute makes no mention of the page sizes.

Comparison of the statute with the rule of the Supreme Court discloses no insurmountable conflict. The statute calls for small pica type and nothing more. The rule calls for 10 or 11-point leaded type. Small pica and 11-point type are the same, therefore, the court rule may be obeyed with no contravention of the statute.

The designation of the rule as to "leaded type" has nothing to do with the letter sizes and the statute only treats with letter sizes using the designation, "small pica". The court rule permits use of that size type, thus, there is no conflict. In this situation the question of what would be the rule in the event the court rule compelled use of something other than small pica is not presented and we shall not undertake to discuss such a situation.

It is, therefore, our opinion that the "Exception" inserted into the specification is proper for the reason that adoption of the Supreme Court rule as to page sizes, leaded type and length of the printed line, where the rule permits use of the type size demanded by statute, is solely a matter addressed to the discretion of the Commission.

II.

Our attention is directed to a part of "Instruction 2" of the printing specification. That part is as follows:

"If separate prices per quire are quoted for printing envelopes, envelope sizes should be specified."

This instruction clearly contemplates that there be a bid on envelopes apart from other composition and presswork

printing, and consequently, raises the question of whether the Commission may break down composition and presswork into various classes or kinds and receive bids and let its contract on such separate classes.

Section 14977, R. S. Missouri, 1939, provides, in part:

"* * * said contracts shall distinctly and specifically state the price per thousand ems for the composition of all matter and embraced in the three classes of printing, the price per token for all presswork embraced in the second class, and the price per quire for the presswork contained in the first and third classes * *: * * * * *."

This statute requires the contract price on composition to be based on the one thousand ems, and, on presswork it is to be based on the token or quire, but there is nothing in the above language that requires everything to be lumped in one figure. We cannot conceive a construction that demands the bid and contract to be "all composition per 1000 ems \$0.00" and "all presswork, per (token) quire \$0.00," when there may be dozens of methods and kinds of composition and presswork, some more and some less expensive than the ordinary type setting and printing therefrom. We think that all the statute compels is that the price be distinctly and specifically stated on all such items that constitute composition and presswork. There are three ordinary kinds of composition, hand, linotype and monotype, and if the bid and contract placed a different price per thousand ems on each type of composition, according to the job being done, we think the terms of the statute are met. For example, it might be provided in the bid and contract about as follows:

Composition: Linotype method.

On Journals per thousand ems	\$0.00
On Laws per thousand ems	0.00

On pamphlets per thousand ems	\$0.00
On briefs per thousand ems	0.00
On stationery per thousand ems	0.00
On envelopes per thousand ems	0.00

Or the same thing might be done, based on hand or monotype composition, or all three methods, until all methods of composition had been named and a specific price made for each method of composition on each item of composition work comprehended in the three classes. If this is done, would not the bid and contract distinctly and specifically be stating the price for all composition on the one thousand ems basis? We clearly think it would, and that is all that the statute requires.

The above would also apply to the presswork, so that, if the Commission desires, it may take bids for presswork on the same theory. That is, according to the press method used and nature of the job, such as envelopes or any other items, as a separate item apart from other press methods and items of presswork.

III.

Our attention is directed to Instruction No. 8, which is as follows:

"8. The contractor for any class of printing shall deliver to the Commissioners of Public Printing with his bill for printing, a copy of each document or other matter charged for in his bill, and a receipt or receipts for the item or items covered, signed by or for the officer, department, board, commission, institution, bureau or agency of the State. The bill shall show the printing requisition number of each job and shall itemize each operation and charge therefor."

Hon. Dwight H. Brown

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April 30, 1942

You particularly call out attention to the underlined portion of this instruction, stating that it is new matter and that, "This practice has been in effect for many years."

We think this requirement is clearly within the power of the Commission. Section 14992, R. S. Missouri, 1939, provides:

"* * * It shall be the duty of the Commissioners to see that the full number of copies of each job is received from the printer and delivered to the proper department * * * * *."

The receipt, which is required under the above instruction, will properly aid the Commission in performing their duty of "seeing" that the full number of copies are delivered to the proper department. Under the general rule that a governmental agency has, by implication, all power necessary to render effective its express powers and duties this requirement of a receipt is reasonable and proper.

The binding contract.

The particular specifications to which our attention is called are as follows:

NUMBERING
BLANKS, CERTIFICATES, DRAFTS, WARRANTS,
VOUCHERS AND CARDS

Quote price per M numbers, hand numbering,
In quantities of 1 to 5M, 6 to 10 M, 11
to 25 M, 26 to 50 M, 51 to 100 M, 101 to
250 M and over 250 M.

When it can be used and is specified, press
numbering shall be used. The bidder shall

bid covering press numbering by percentage discount from above hand numbering schedule.

PERFORATING - (Round Holes)

Sizes: 12x12, 17x17, 22x22 and 28x28 inches, with 1, 2, 3, 4 and 5 perforations, one way.

In quantities of 250, 500, 750, 1 M, 2 to 5 M and price per M over 5 M.

Additional for struck-in perforations.

When it can be used and is specified, press perforating shall be used. The bidder shall bid covering press perforating by percentage discount from above hand perforating schedule.

The particular additions here appears underlined in the above.

Section 14986, R. S. Missouri, 1939, is very liberal respecting the binding contract. It provides:

"The commissioners of printing shall provide for the necessary binding for the state in such manner as they deem best, and upon such terms as shall be most advantageous to the state, * * * * *"

Under this blanket grant of authority the commission may adopt this discount system or any other method of fixing the price on binding, that, in their judgment, is most advantageous to the State.

Respectfully submitted,

APPROVED:

LAWRENCE L. BRADLEY
Assistant Attorney-General

ROY McKITTRICK
Attorney-General

LLB/rv