

## Custom Book Publishing *proposal*

*This is a proposed quote for pre-press and production based on the most accurate information submitted to us at this time. Any revisions requested will be evaluated and modified accordingly. **This estimate is valid until May 15, 2024.***

### Project Scope

<b>Book Title</b>	<i>CABE 50th Anniversary (working title)</i>	<b>Author</b>	TBD
<b>Registrations</b>	<ul style="list-style-type: none"><li>▪ Copyright</li><li>▪ ISBN (block of 10)</li><li>▪ Advance Book Information</li></ul>	<ul style="list-style-type: none"><li>▪ Barcode</li><li>▪ Cataloging-in-Publication data</li></ul>	
<b>Cover Design</b>	<ul style="list-style-type: none"><li>▪ Professional trade quality cover design including full concepts, utilizing image provided by Publisher ready for placement and press, and Epson color printer proof</li><li>▪ Back cover development assistance from Jenkins Group Inc. from text provided by author</li><li>▪ Dust jacket printed 4-color on 100 lb gloss stock with gloss lamination and embossing on front</li><li>▪ Case is 80# Rainbow stock, over board with one hit flat foil on front and spine</li><li>▪ Option: Soft cover printed 4-color on 12pt cover, gloss lamination</li><li>▪ Ends are printed 4-color on white 100# stock</li><li>▪ Binding is Smyth sewn, square back, head and foot bands, wrap jacket</li></ul>		
<b>Interior Design</b>	<ul style="list-style-type: none"><li>▪ One pass of professional line editing per <i>The Chicago Manual of Style</i> (CMS) standards</li><li>▪ One pass of professional proofreading per <i>The Chicago Manual of Style</i> (CMS) standards</li><li>▪ Professional interior design and layout of standard text with simple subsections</li><li>▪ Up to 16 hours of design changes after first flow out of book</li><li>▪ Placement and minor touch up as needed of up to 100 digital images provided print and placement ready</li><li>▪ Quality review prior to press</li><li>▪ Sample text layouts, full set digital color laser proofs</li><li>▪ 104 pages trimmed 11" x 8.5" oblong, printed 4-color process on 100# matte art stock</li></ul>		

- Included Services**
- Books shrink wrapped in best multiples
  - Production consultation throughout project as needed which may include guidance and direction on editorial changes and proofreading, industry design and packaging standards, cover concepts and images, title, interior design including fonts and graphics, paper stocks, cover finishes and binding styles.
- Production Schedule**
- Actual timing to be determined upon receipt of art and materials, scope of project variables, and turnaround requirements dictated in the initial Expectation Meeting

## Project Approach



*Note: Project Approach diagram illustrates the components of a complete publishing project. Please refer to the Project Scope for items included in your particular custom agreement.*

## Project Investment

PROJECT SERVICES		AMOUNT
Book Production and Printing	1,000 copies	\$ 37,120
	3,000 copies	\$ 51,330
	5,000 copies	\$ 65,850
	7,000 copies	\$ 80,420
	7,000 copies SC + 500 HC	\$ 68,377

*Above prices don't include shipping, handling, or changes while at press as these are items we cannot anticipate. Printed in USA.*

# Project Terms and Conditions

California Association for Bilingual Education (Publisher) wishes a book produced by the Jenkins Group, Inc. (Project Coordinator).

The Project Coordinator is willing to produce the book according to the terms set forth herein.

- 1. Estimates.** Project Coordinator agrees to provide a production estimate for the manuscript, which includes both pre-press and press costs. Initial estimates will be honored until May 15, 2024. Project Coordinator reserves the right to re-estimate the original project should the contract not be signed by May 15, 2024.
- 2. Scope Management.** Estimates will be adjusted for any changes, additions, or alterations from the Project Scope as defined on the Project Proposal. A change order will be generated outlining scope changes and associated credits or costs. Project Coordinator will not perform any work associated with a change order until Publisher has agreed to, signed, and returned change order and the same is acknowledged by Project Coordinator. Change orders will be credited or invoiced upon Publisher approval.
- 3. Page Count Changes.** In preparation of this Project Proposal, Project Coordinator has made a good-faith effort to accurately estimate the final page count for the book. Final book length will be affected by decisions that are made throughout the pre-press phase including editorial changes, font size, margin size, line spacing, front and end matter, etc. Project Coordinator will make a reasonable effort to notify Publisher if any decisions will greatly impact overall estimates. Project Coordinator will prepare a final pre-press quote based on actual final page count. A page count decrease or increase from this Project Proposal will be credited or charged respectively. Project Coordinator will provide trade standard interior designs including font, leading, kerning and margins. Page count is greatly impacted by the design. Publisher should notify Project Coordinator in writing if they desire to minimize page count. Project Coordinator will not be responsible for market failures as a result of tight design requests.
- 4. General Hourly Billing Rate.** The general hourly billing rate will be \$120.00 per hour, which applies to all unanticipated work including additional cover concepts, additional text layout samples, changes, Publisher alterations, creation of art, photo scans, printing specifications, etc. Notification of this charge(s) will be made, **prior** to start of work.
- 5. Order Acceptance.** Once an order is accepted by Project Coordinator and Publisher by signing this agreement, any cancellation by customer will result in losses to Project Coordinator. The parties agree that in the event that Publisher cancels the order after signing the contract, that a reasonable compensation to Project Coordinator will be all fees paid to Project Coordinator by Publisher, up to the date of written notification by Publisher of cancellation and fees associated with completed work, but not invoiced prior to the date of written notifications. Upon receipt of written notification, Project Coordinator will review project payments and invoice for any work completed and not yet billed.
- 6. Scope Changes and Approvals.** Any work in excess of the Project Scope, or Publisher initiated changes after formal Approval Stages, will be billed at \$120/hour, plus any out-of-pocket expenses. Changes made after submission to printer will be billed at actual costs from printer, plus \$120/hour. After Publisher's approval, Project Coordinator will not be held responsible for any errors that were reviewed and/or approved by Publisher.

## **Approval Stages**

*Full Design and Printing Projects:* Prior to printing, Editing, Proofreading, Interior Design, Interior Layout, Front Cover, Full Cover will require written and dated sign off from Publisher. Once at press, complete printer's proofs of cover and text will also require written and dated sign off from Publisher. *Print Only Projects:* Complete printer's proofs will require written and dated sign off from Publisher. *Reprints with Changes:* Cover and/or interior printer's proofs will require written and dated sign off from Publisher. *Reprint projects with no Changes:* no approvals are provided.

- 7. Color Matching.** Publisher and Project Coordinator agree and understand that reasonable variation in color proofs and the final product as provided to Publisher is to be expected and is acceptable to both parties ie. viewing cover proofs via color printouts and pdf files will show approximate color only.
- 8. Overruns and Underruns.** Each step in the printing process results in spoilage that must be accounted for in order to ultimately meet a specified print quantity. While this spoilage percentage is somewhat predictable, it is not a fixed quantity but is, instead, a calculated estimate that will result in finished product that falls within a specified range. This allowance for spoilage results in what are known as "overs and unders"—a finished quantity that is over or under the

ordered amount. Overruns and underruns are standard in the book printing industry and are not to exceed ten percent (10%). Any such overruns will be billed a reduced rate and underruns will be accompanied by a credit to Publisher's account on the printing portion only. All such over and underrun adjustments to be at the rate solely determined by the Project Coordinator. Pricing can be arranged for exact quantities as printers will charge extra for this service.

**9. Editorial Services.** Included editorial services are defined in the Project Scope section of the estimate. Line editing involves the editor making recommendations for changes to improve the flow, clarity, grammar, and sentence structure of a structurally sound manuscript. Proofreading provides recommended style changes in usage, spelling, punctuation and capitalization to edited manuscripts. Quality Review involves final walkthrough of cover and interior pages against detailed book industry trade standard check lists.

**10. Communication.** Publisher agrees that any and all instructions to Project Coordinator must be in writing and dated. Writing can take the form of hard copy, fax, or email. Publisher understands that Project Coordinator cannot rely on verbal instructions. Project Coordinator will not be responsible if problems occur due to lack of written communication from Publisher.

**11. Shipping Instructions.** Confirmation of all shipping instructions will be required in writing at the printer's proof stage. Project Coordinator will not be held responsible for any mis-shipments due to unclear or untimely instructions. Please inspect your shipment for any transit damage upon delivery. If any damage is visible, please note the damage on the shipping receipt and include the quantity of damaged books or note that an inspection is needed if the driver will not wait for a count. The shipping receipt must have transit damage noted on it in order for Project Coordinator to file a freight claim with the carrier for reimbursement for any damaged books.

**12. Payment.** Payments are recorded in production stages so work can continue. Upon acceptance of quote/estimate these payments are as follows:

- a. 1/3 of project total due upon contract signature
- b. 1/3 of project total due 60 days after contract signature
- c. 1/3 due when book approved for final manufacture
- d. A final payment will be made after shipment of books for additional charges, overruns, and freight. There will be a subsequent invoice or credit for actual amounts. Final payment will be due 30 days after receipt of finished books.

*All credit card payments of \$5,000 or higher will be assessed a 3% convenience fee.*

*There will be no work initiated on your project until the initial payment is received by Jenkins Group, Inc.*

*Past due accounts will be assessed a finance charge of 1 ½ % per month or 18% per annum on past due balances.*

**13. Changes at Printer's Proof Phase.** Typesetting changes at the proof stage are \$120.00 per hour rate, plus all costs incurred from the manufacturer. Cover changes at the proof stage are \$120.00 per hour rate, plus all costs incurred from the manufacturer.

**14. Personal or Economic Rights.** The Publisher warrants that the work/manuscript does not contain any libelous or scandalous material, or anything that threatens anyone's right to privacy or other personal economic rights. Publisher agrees to indemnify and hold Project Coordinator harmless from any claim, litigation, or costs, including reasonable attorney's fees associated with any third party's claim for violation of the right to privacy, personal or economic rights, libel or slander.

**15. Sales or Profits.** Project Coordinator is not responsible for sales or profits regarding client's publishing projects. Publisher may request a copy of the finished book to be presented to the Project Coordinator's office for marketing consideration.

**16. Claims for Defects.** Any claims for defects, damages, or shortages must be made in writing within three weeks (21 days) after books are received.

**17. Litigation/Attorney's Fees.** In the event that either the Publisher or Project Coordinator are required to initiate litigation, file a court action, or retain an attorney to enforce this contract or its terms, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the contract or its terms.

18. **Separability.** The provisions of this agreement are separable. If any provision is held to be invalid, it shall not affect the enforceability of any other provision held to be valid under Michigan law.
19. **Governing Law/Entire Agreement.** The parties hereby acknowledge this agreement shall be governed by Michigan Law and this document represents the entire agreement of the parties and that there are no additional promises, representations, terms, or provisions other than those contained herein.
20. **Inactive Project.** Should Publisher cease work on project for a period of 60 days or more, Project Coordinator will consider the project cancelled. Should project be cancelled due to inactivity, Project Coordinator will retain any payments received. Publisher will immediately pay any outstanding invoices. Should the Publisher wish to reinstate the project after cancellation the project will be re-estimated based on all project information and manufacturing prices at that time.
21. **Project Length.** Should project length exceed nine (9) months, Project Coordinator will re-estimate the project based on all current project information and production prices and calculate a 5% delay-fee penalty based on the new re-estimated project total (eg. .05 x Re-estimated Project Total). Overall price increase and delay-fee penalty will be billed and payment due before project may resume.
22. **Credits:** Project Coordinator will be credited for the book production coordination on the copyright page and/or jacket flap. Ghostwriter will not be entitled to a credit on the book. Ghostwriter will be entitled to refer his/her potential clients to Jenkins Group and to Publisher, who will verbally verify his/her contribution to the book project.
23. **File Retention.** Project Coordinator will retain a copy of the files sent to printer for a period of 3 years at no additional charge. Publisher can continue to have files retained by Project Coordinator beyond 3 years at a cost of \$30/year. Should Publisher request copies of the application files at any time, a \$60 retrieval/transmission fee will be charged per request.
24. **Digital Content Distribution.** Publisher is responsible for submission of digital content to ebook stores (Amazon, Barnes & Noble, eBooks.com, Apple, etc.)
25. **Format Variation from Print Layout.** For Apple and Kindle output, Jenkins Group will convert the content according to best practices for eReader devices. The output will not match the print layout exactly. This is because Apple and Kindle ePub files are based on web technologies like XHTML and CSS. These technologies require different aesthetic and styling decisions due to the variety of screen sizes, form factors, reading systems, font support and platforms used to read eBooks. When Jenkins Group produces Apple and Kindle ePub files, we balance fidelity to the printed page layout against web standard best practices using standard stylesheets.
26. **Project Delays.** After the selection of the writer, the Writer, Publisher and Project Coordinator will establish a Completion Date for the writing phase. Publisher agrees that Project Coordinator and Writer will suffer damages should writing phase not be substantially completed by Completion Date. Publisher agrees that if the Completion Date is not attained due to Publisher delays, Publisher shall pay Project Coordinator 5% of the Project Total as liquidated damages. In no event shall the total liquidated damages exceed \$10,000.
27. **Writer Interviews.** Once Project Coordinator presents writer candidates to Publisher for the initial interview, Publisher agrees to complete all interviews and accept or reject all candidates within 10 business days. Failure to make a decision on all candidates within 10 business days may result in a second writer search with an addition writer search fee to be determined at the sole discretion of the Project Coordinator.
28. **Currency and Material Costs.** Due to potential currency and material cost fluctuations, Project Coordinator will re-price printing and shipping prior to files being sent to press. Project total will be updated based on any cost or currency value changes.

We hope this quote is satisfactory and self-evident. We look forward to assisting you with a quality professional trade standard book. Please contact me at 1-800-644-0133 ext. 1008 if you have any questions.  
THANK YOU.



\_\_\_\_\_ Dated: April 23, 2024  
Jerrold Jenkins  
Jenkins Group  
Project Coordinator

\_\_\_\_\_ Dated:  
By:  
California Association for Bilingual Education  
Publisher