

**PRINTING BOARD: What methods should be pursued in case of out-of-contract items having special application to Class 3 of the Printing Contract.**

October 22, 1941.

Hon. C. C. Clifton, Director,  
Board of Public Printing,  
Indianapolis, Indiana.

Dear Sir:

I have before me your letter with reference to the proper handling of "out of contract items" in relation to the various sub-divisions of Class 3 as provided in Section 5 of Chapter 124 of the Acts of 1941, creating the Board of Public Printing and prescribing its duties. Your question is directed specifically to Class 3 as provided in said Act and to the specifications under which bids were received for the period beginning May 1, 1941, and ending April 30, 1942. The provisions of the Act with reference to Class 3 are as follows:

"Class 3. Stationery articles, such as legal cap paper, typewriter paper, writing tablets, pens, penholders, rubber bands, typewriter ribbons, and all other similar supplies. Class 3 shall be divided into three separate divisions and bids shall be received and let separately thereon as follows: a. typewriter paper, tablets, carbon papers, blank cards, wrapping and gummed papers; b. ribbons, inks, pens, penholders, pencils, erasers; c. all other stationery supplies."

Acts of 1941, p. 353.

Acting pursuant to the provisions in the early part of Section 5 of the Act, the Board—using the classifications set out in the Act as a basis—prepared detailed specifications embodying first, general specifications applicable to all classes; specifications applicable to each class, followed by a detailed statement of the items deemed by the Board to be in the respective classes. The preparation of such specifications is clearly within the power of the Board. (Acts of 1941, p. 352); and the rights of the successful bidders are to be determined upon the basis both of the Act and of the specifications upon which they bid.

Class 3 was by the Act and by the specifications divided into three divisions. The first division, designated as "a" in-

cluded typewriter paper, tablets, carbon papers, blank cards, wrapping and gummed papers; the second division, designated as "b" included ribbons, inks, pens, penholders, pencils, erasers; and the third division, designated as "c" included "all other stationery supplies."

These divisions are broken down in the specifications so as to show the several items in each division as the specifications were prepared by the Board. It so happens that the successful bidder in all three of those divisions are different; that is, a different bidder was successful on each of the three divisions. The successful bidder designated as "c" now contends that since his classification was described by the Act as "all other stationery supplies"—that on account thereof he is entitled to furnish all "out of contract items." The question is as to whether that contention is correct under the Act and under the specifications upon which his bid was made. In that connection, I desire to call attention to two paragraphs of the specifications particularly applicable to Class 3. On page 13 of the specifications is found this language:

"No. 16. There are a number of demands under this classification that cannot be foreseen and that cannot be included in these specifications. The contractor will be required to furnish these articles at not to exceed the price for which they retail."

This statement applies to all divisions of Class 3. I call attention also to No. 18 of the special specifications applicable to Class 3 and appearing on page 13 of the specifications. No. 18 reads as follows:

"No. 18. Class Three shall be divided into three separate divisions and bids shall be received and let separately thereon, as follows:

"A. (a) TYPEWRITER PAPER, tablets, carbon papers, blank cards, wrapping and gummed papers.

"B. (b) RIBBONS, inks, pens, penholders, pencils, erasers.

"C. (c) ALL OTHER STATIONERY SUPPLIES. On all stationery items not specifically listed above, the Director of Printing Purchases of the Board of

Public Printing shall determine the division of a Class under which the item will be purchased."

I call attention specially to this provision :

"On all stationery items not specifically listed above, the Director of Printing Purchases of the Board of Public Printing shall determine the division of a class under which the items will be purchased."

This provision, it seems to me, covers the question and places the duty and power in the Director of Public Printing to determine the division of the class under which the item will be purchased. This provision seems to be amply justified by the provisions of the law as found in the concluding literary paragraph of Section 5 wherein, after setting up the separate classes it is provided that :

"Any matter not mentioned in the above classes shall be placed in the proper classification by the board: \* \* \*"

I think, therefore, that the question is to be determined upon the provisions of the specifications as set out on page 13 and already referred to, to the effect that the "Director of Printing Purchases of the Board of Public Printing shall determine the division of the class under which the item will be purchased."

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**PUBLIC INSTRUCTION, DEPT. OF: Whether failure of the county superintendent to approve a teacher's contract affects the teacher's contractual status.**

October 22, 1941.

Hon. Clement T. Malan,  
State Superintendent of Public Instruction,  
Indianapolis, Indiana.

Dear Mr. Malan :

I have your request for an official opinion in answer to the following question :

"If a township trustee in a township school system, through friendship, close association, coercion, or for any cause unwisely and against the advice of the