

SD CONSERVATION DIGEST MAGAZINE – ANNUAL

NOTICE
CONTRACT EXTENSION - ADDENDUM #1

Midstate's Printing
2217 6th Avenue SE
Aberdeen, SD 57401

Contact: Chad Hoffman
Phone: 605-225-5287

Email: chadh@midstatesgroup.com

Vendor #12040671-02

Contract #17728

October 11, 2023

Buyer: Missy Schuetzle

Phone Number: 605-773-4277

1. The contract for furnishing the SD Conservation Digest Magazine annual contract to the State of South Dakota, resulting from IFB #22IFB8097 has been extended for a period of one (1) year, beginning November 15, 2023 through November 14, 2024.

2. **Compliance With SDCL Ch 5-18A:** Contractor certifies and agrees that the following information is correct:

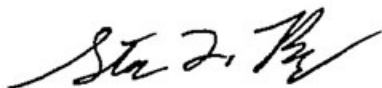
The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

3. All terms, conditions and specifications of this contract are firm for the extended period.

Sincerely,



Steven L. Berg, Director
Office Procurement Management

SD CONSERVATION DIGEST MAGAZINE

NOTICE OF AWARDS

Buyer: Missy Schuetzle (007)
Phone: 605-773-4277
Fax: 605-773-4840
Email: Missy.Schuetzle@state.sd.us

Date: November 14, 2022

- 1. Contract Term:** This notice establishes contract(s) resulting from IFB #22IFB8097 for a period of one (1) year, from November 15, 2022 through November 14, 2023 inclusive. The Solicitation and the vendor's response, along with the South Dakota Vendor's Manual are made part of the vendor's contract by this reference.
- 2. Extension:** The State may, at its own discretion, extend a contract for an additional two (2) months past the original contract expiration date. The State may renew this contract for up to four (4) additional one (1) year periods. Notice shall be given by the State to the vendor at least 60 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective
- 3. Pricing:** All Price increases will not be considered until the contract has been in effect for 90 days. Written requests for price escalation must be supported by dated manufacturer's printed price sheets or similar documentary evidence must support written requests for price escalation. This evidence must be presented to the Office of Procurement Management, and if approved, the new pricing will become effective immediately after date of approval. Price increases will be allowed for the actual cost of the price increase from the manufacturer to the supplier only and must be presented as a percentage of increase, which will be used to adjust vendor pricing to the State. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the vendor's price, the State reserves the right to purchase the lower priced product.
- 4. Delivery:** The contractor shall furnish and deliver all of the awarded items of supplies, equipment, and commodities enumerated in the schedules and specifications, at the price and according to the terms and conditions, and of the kind, quality, and amounts and at the times specified in the schedules and

specifications. The supplies, equipment and commodities shall be delivered to the Director of the Office of Procurement Management or to such State Department or State agency as he shall direct and such delivery shall be made without cost to the State.

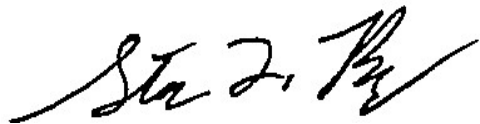
5. Restriction of Boycott Israel:

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder certifies and agrees that the following information is correct:

The bidder in preparing its response in considering bids submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid submitted by the bidder on this project and terminate any contract awarded based on the bid. The successful bidder further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

6. In the event of the inability or failure of the contractor to furnish and deliver any item or items enumerated in the schedules and specifications at the time and in accordance with the terms and conditions therein provided, the Director of the Office of Procurement Management may contract for or purchase such supplies, equipment, and commodities in the open market and the contractor shall make good the excess over the price named in the schedule and specifications and the cost of such supplies, equipment, and commodities in the open market provided however, that the foregoing provisions shall not apply where other penalties for any default in the performance of the conditions of this contract are provided for in the schedules and specifications.
7. All orders shall be shipped F.O.B. destination. Deliveries shall be made at such time, place and in such quantities as shown on the Purchase Order. All items in common usage are to be shipped within 30 days from the date of purchase order. An additional 10 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery.

8. All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number when applicable as shown in this contract. Invoices must be submitted in duplicate to the State Agency ordering the merchandise. DO NOT SUBMIT STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.
9. **Unless otherwise indicated, payment for items on the contract(s) may be made with the South Dakota Purchasing Card (Citibank Master Card). State agencies may use the Purchasing Card when making purchases of \$1000.00 or less per transaction.**



Steven L. Berg, Director
Office of Procurement Management

Contractor

Midstate's Printing
2217 6th Avenue SE
Aberdeen, SD 57401

Contact: Chad Hoffman
Phone: 605-225-5287
E-mail: chadh@midstatesgroup.com

Vendor #12040671-02
Contract #17728

SD Conservation Digest Magazine

Background: Game, Fish & Parks publishes the South Dakota Conservation Digest Magazine.

There are approximately four issues of this magazine produced each year. The total number depends on Game, Fish & Park's schedule.

Item #1: Four regular issues of the standard portrait format at 9,000 copies each.

Item #2: One issue, the calendar is in landscape format with one hole drilled for hanging at 19,000 copies each.

Item #3: Four Kids edition issues in the standard portrait format at 13,000 copies each. These will be inserted into each of the regular issues, the remaining 4,000 will be boxed up according to the specs and sent to the Ft. Pierre Office.

The four regular issues are 40 pages plus an 8 page insert. The calendar issue is 28 pages. The magazine is one of the principle tools GFP uses to bring projects, plans and accomplishments to the general public. High quality production values are required.

Services to be performed:

The successful vendor will be required to provide excellent quality printing. Game, Fish & Parks will furnish the PDF file. The bid price includes a full color proof from cover to cover of each magazine issue. Proof to be mailed/shipped within 24 hours of receipt of files. There will be no additional charge for bleeds. The magazine contains a full-color, full-page insert in the center fold. The final product should be printed and postmarked for delivery no later than 14 days (including weekends/holidays) from final approval of materials. This is the case even if the artwork is delivered late; the vendor is still required to deliver no later than 14 days from the final approval of the artwork. Each issue the successful vendor will be responsible for inkjet addressing (no labels permitted), bundling, sorting and paperwork for delivery to printer's post office for each mailing. GFP will provide the mailing list by e-mail attachment or by upload to an FTP site. No overruns or overrun charges will be accepted. GFP will pay periodical rate for postage. The successful vendor will be responsible for drop shipping the calendar issue various quantities to various GFP office locations across South Dakota (list provided below). Balance of shipment to be trucked to 20641 SD Hwy 1806, Ft. Pierre, SD 57532. The Regular and Kids Digest will be sent to our Ft. Pierre office and also to our subscribers. A list of those names and addresses will be provided before printing.

200 Game, Fish & Parks
 5850 E. Hwy 12
 Aberdeen, SD 57401

200	Game, Fish & Parks 909 Lake Front Drive Mobridge, SD 57601
800	Game, Fish & Parks 4130 Adventure Trail Rapid City, SD 57702
800	Game, Fish & Parks 4500 S. Oxbow Ave. Sioux Falls, SD 57106
400	Game, Fish & Parks 400 W. Kemp Watertown, SD 57201
100	Game, Fish & Parks 603 E. 8 th Ave. Webster, SD 57274
800	Custer State Park 13329 US Hwy 16A Custer, SD 57730
200	USDA Forest Service 2014 N. Main Spearfish, SD 57783
100	Mystic Ranger 8221 S. Hwy 16 Rapid City, SD 57702
100	Oakwood Lakes State Park 20247 Oakwood Dr Bruce, SD 57220
100	Richmond Lake Recreation Area 37908 Youth Camp Road Aberdeen, SD 57401
100	Roy Lake State Park 11545 Northside Dr Lake City, SD 57247
100	Game, Fish & Parks Attn: Sandy Shore

400 W. Kemp
Watertown, SD 57201

- 100 Lake Herman State Park
23409 State Park Dr
Madison, SD 57042
- 200 Lewis & Clark Recreation Area
43349 SD Hwy 52
Yankton, SD 57078
- 100 Newton Hills State Park
28767 482nd Ave
Canton, SD 57013
- 200 North Point Recreation Area
38180 297th St.
Lake Andes, SD 57356
- 100 Palisades State Park
25495 485th Ave
Garretson, SD 57030
- 100 Game, Fish & Parks
1550 E. King Ave
Chamberlain, SD 57325

Ship all extra's to Ft. Pierre Warehouse:
Game, Fish & Parks
20641 SD Hwy 1806
Ft. Pierre, SD 57532

Materials:

Stock for the magazine will be 60 lb. gloss text white, self cover. Stock for the insert will be 50 lb. white offset, self cover. Jog head or foot. Low grade paper will not be accepted. Ink will be soybean ink. Trim size to be 8-3/8" x 10-3/4". The insert is a full-color 8 pages 8" x 10". 4 regular issues of the standard portrait format. One issue, the calendar, is in landscape format with one hole drilled for hanging. Binding to be saddle stitch. 3 stitches required. Covers (outside front and back) varnished or aqueous coated. Excellent quality required. Packaged boxes cannot weigh more than 35 lbs. and must only contain 80 copies per box. Kids Digest extra issues can have 400 per box. Packaged boxes of the calendar issue must only contain 100 copies.

Binding to be saddle stitch, 2 stitches required, an additional middle stitch on insert.

Packaged boxes cannot weigh more than 35 lbs. and must only contain 80 copies per box.

Shall include an inscription listing the publisher, number of copies published, and approximate cost per copy per SDCL 5-18D-15.

Quality Control:

All work must be of an extremely high standard and will be reviewed on a page-by-page basis by representatives of Game, Fish & Parks. GFP can request a press proof at printer's expense. Substandard work by the vendor will be returned for revisions at the expense of the vendor. If there is an error at the fault of the vendor and it is too late to reprint the project, the vendor may be required to reduce the print costs for the next issue by 2%-15% depending on the severity of the error. The vendor and GFP shall discuss the problem to come up with a fair price reduction.

Contract Provisions:

This contract will run from November 15, 2022 through November 14, 2023. A total of four issues will be printed during the outlined contract date. The vendor will be responsible for meeting all local, state and federal requirements for such contracts.

Clarification Points:

Clarification #1: The page count of the Kids Edition is 8 pages. This information is found in the Materials section.

Clarification #2: The binding to be saddle stitched, 2 stitches required, an additional middle stitch on insert. This information is found in the Materials section.

Clarification #3: All but the extra 4,000 Kid's Edition will be inserted into the regular Digest. The remaining 4,000 will get shipped back to Ft. Pierre. The mailing list varies, the balance of the shipment to be trucked to 20641 SD Hwy 1806, Ft. Pierre, SD 57532. This information is found under Services to be performed.

Total Pricing: \$49,895