



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

SOUTH DAKOTA REVIEW- ANNUAL
NOTICE
CONTRACT EXTENSION - ADDENDUM #1

Creasey Printing Services
1905 Morning Sun
Springfield, IL 62711
Contact: Kelli Lynch
Phone: (217) 787-1055
Email: info@creaseyprinting.com
Vendor #12018649
Contract #17747

January 29, 2024

Buyer: Missy Schuetzle

Phone Number: 605-773-4277

Addendum #1 is issued for the following:

1. The contract for furnishing the South Dakota Review annual contract to the State of South Dakota, resulting from IFB #23IFB8537 has been extended for a period of one (1) year, beginning April 1, 2024 through March 31, 2025.

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.

All terms and conditions remain the same.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven L. Berg', is written over a white background.

Steven L. Berg, Director
Office Procurement Management

SOUTH DAKOTA REVIEW

NOTICE OF AWARDS

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

Date: May 5, 2023

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation #23IFB8537 for a period of one (1) year, from April 1, 2023 through March 31, 2024 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. Certification Relating to Prohibited Entity

Contractor certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Contractor is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

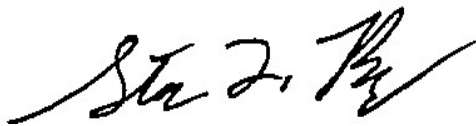
Contractor further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

6. 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.

7. 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.
8. 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.
9. 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.
10. **Unless otherwise indicated, payment for items on the contract(s) may be made with the South Dakota Purchasing Card (US Bank Visa). 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

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Contact: Kelli Lynch
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Vendor #12018649
Contract #17747

South Dakota Review – Annual Contract

This will be an annual contract to print four issues (November 25th, February 25th, May 25th, and August 25th) of the South Dakota Review. These are “ideal” dates subject to scheduling adjustments. The contract shall be effective April 1, 2023 through March 31, 2024.

Item #1: South Dakota Review

Base Quantity: 300 copies per issue.

Number of pages: 96 pages. (This does not include the 4-page cover). South Dakota Review will on occasion run special double issues, in which two regular issues are combined into one at approximately double or slightly less than the standard page number.

Finished size: 9” x 9”

Cover Format:

Paper for cover: 10 point cast coated one-sided (C1S), a minimum of 10% post consumer content preferred.

Cover ink colors: 4 color process, plus color separation, and gloss lamination coating on outside covers.

Bleeds on cover: Yes, on all sides.

Inside Page Format:

Paper for inside: 60 # natural text paper, a minimum of 30% post consumer content preferred.

Inside ink colors: Standard black ink.

Bleeds on inside pages: No.

Folding/Perforations: No.

Binding: Perfect Bound.

Delivery of artwork: Cover and content provided at same time due to perfect binding.

Proof: Both electronic text proofs as well as hard copy proofs will be required for both magazine cover and inside content. All proofs must be in hard paper copy. Digital proofs are not sufficient. The hard copy proof will be considered the official proof. If printer

requires return of hard paper proof copy, two hard paper proofs must be sent to the South Dakota Review so that they can retain one for review.

Dates: Publication dates will be quarterly: November 25th, February 25th, May 25th, and August 25th) of the South Dakota Review. These are “ideal” dates subject to scheduling adjustments.

Shipping Instructions: Ship remaining magazines via carrier which will deliver directly to University of South Dakota English Department (inside delivery required) in Dakota Hall, Vermillion, SD 57069. Printer is responsible for paying shipping/freight costs for these deliveries.

Special Instructions:

(1) Printer must be a professional book manufacturing company where 75% or more of the clientele are book publishers; (2) Printing and binding on all issues to be done in-house by printer. No outsourcing to other presses; (3) All proofs must be in hard paper copy. Digital proofs are not sufficient. The hard copy proof will be considered the official proof; (4) If printer requires return of hard paper proof copy, two hard paper proofs must be sent to South Dakota Review so that they can retain one for review; (5) One person should be dedicated by the printer as being in charge of all interactions with South Dakota Review. A consistent, reliable contact person with a telephone number and e-mail address is absolutely required; (6) The printer will be required to clarify the policy on what is required of South Dakota Review in order to officially authorize the print run; (7) Printer’s policies on additional charges for implementing corrections to proofs must be explicitly stated and clarified.

Pricing:

Base price per issue:	<u>\$1,862</u>
Additional 100 copies:	<u>\$450</u>
Additional 8 pages:	<u>\$250</u>