

**LEGISLATIVE PRINTING
NOTICE OF AWARDS**

Buyer: Missy Schuetzle
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Date: November 22, 2023

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation # 23IFB9284 for one (1) year, from December 1, 2023, through November 30, 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 shall have the option, at the State's sole discretion, to extend the contract(s) resulting from this Solicitation 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:** Price increases will not be considered until this contract has been in effect for 90 days. 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, will become effective 30 days after approval. 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:** All orders shall be shipped F.O.B. destination with all transportation and handling charges paid for by the vendor. Delivery shall be made in accordance with the specifications and terms contained in the bid documents.
- 5. 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.

6. **Restriction of Boycott of 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 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 STATEMENT OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.**



Steven L. Berg, Director
Office of Procurement Management

Contractors:

**OneTouchPoint Southwest
Corporation**

8410-B Tuscany Way
Austin, TX 78754

Contact: Alex Klotz

Phone: 775-250-2843

alex.klotz@1touchpoint.com

Vendor #: 12692553

Contract #: 17805

LEGISLATIVE PRINTING

2024 (Ninety-Ninth Session)

The Legislature is the author and publisher of the journals, the bills and resolutions introduced in the Legislature and the Session Laws. This material is in public domain and the successful bidders for the printing thereof may not claim or attempt to claim copyright for any part of such material.

Legislative organization and planning subjects these specifications to such revision as is deemed advisable by the Legislature, provided such changes do not entail additional labor and material cost.

1. PRINTING AND BINDING THE INDEX TO THE NINETY-NINTH SESSION.

PAPER STOCK: #1 Offset, 50# Sub., white, regular finish, with a minimum of 30% Post Consumer Content. Each bidder shall submit a sample with bid, or bid may be rejected.

INTERIOR PAGES: Black & white ink

QUALITY OF PRINTING: Excellent.

COMPOSITION: Camera-ready copy shall be provided in 8 ½ inch by 11 inch digital in PDF format.

The index shall be printed and bound at 8 ½ inch by 11 inch size. The bid shall include the price per page for printing the separate index book.

This shall entail the bid for printing additional information regarding the House and Senate permanent journal as prescribed by the Legislature and the index. It is estimated that this would entail from 250 to 300 pages of finished copy including an index prepared under the supervision and direction of the Director of the Legislative Research Council. The index will be prepared "camera-ready" for the printer in 8 ½ inches by 11 inches copy. This bid shall include prices for finished copy 8 ½ inches by 11 inches.

BINDING: The index shall be soft cover, perfect bound, with 10 pt. coated one side cover, printed 2 color, not stamped.

NUMBER OF COPIES: The number to be printed shall be at least 30 copies.

DELIVERY: Index for the Ninety-Eighth Session shall be furnished camera-ready to the vendor not later than 60 days after adjournment, sine die, of the Legislature.

All Indexes shall be delivered to the Legislative Research Council within 90 calendar days after adjournment, sine die, of the Legislature.
Delivery address: Rachael Person, SD Legislative Research Council,
500 E. Capitol Ave., Pierre, SD 57501-5070

PENALTIES: Failure to make delivery as specified herein shall subject the vendor to a penalty of 1% of the contract for each and every calendar day of delay. The Director of Procurement Management shall certify the amount of such penalty and deduct it from the total amount due the vendor.

NUMBER OF PAGES: 270 to 330 Price per page: \$.06979

NUMBER OF COPIES: 30

2. PRINTING AND BINDING THE GENERAL SESSION LAWS OF THE NINETY-NINTH LEGISLATIVE SESSION.

PAPER STOCK: #1 Offset, White, 50# regular finish, with a minimum of 30% Post Consumer Content. Each bidder shall submit sample with bid or bid may be rejected.

INTERIOR PAGES: Black & white ink

QUALITY OF PRINTING: Excellent

COMPOSITION: Camera-ready digital in PDF format file shall be prepared by the Legislative Research Council and Code Counsel and forwarded to the vendor (printer) within 45 calendar days from the date the last bill is signed or vetoed. The vendor will be notified, within seven (7) days from the date the last bill is signed or vetoed, of the estimated number of pages by the Code Counsel.

Prior to printing the finished product, the vendor will provide to the Legislative Research Council a final proof, in PDF format, for final review and approval. The proof should be emailed to Kelly Thompson at Kelly.thompson@sdlegislature.gov. She will email the vendor with approval to proceed with printing within 72 hours of receipt of the proof.

NUMBER OF COPIES: 190

DELIVERY: The vendor, within thirty (30) days from the receipt of the camera-ready file, shall deliver to the Bureau of Administration one-half of the number of books provided for in this contract, and the remainder within twenty (20) days thereafter.
Delivery address: Kelly Thompson, SD Legislative Research Council, 500 E. Capitol Ave., Pierre, SD 57501-5070

PENALTIES: Failure to make delivery as specified herein shall subject the vendor to a penalty of 1% of the contract for each and every calendar day of delay. The Director of Procurement Management shall certify the amount of such penalty and deduct it from the total amount due the vendor.

BINDING: Books will be perfect bound using 10 pt. coated one side cover, printed 2 colors to match above brown. Printed, not stamped, with same copy as above. (Same as the 2023 Session Laws.)

NUMBER OF PAGES: 570-620 Price per page: \$.03947

NUMBER OF COPIES: 190