

Entity Name: South Dakota State Government
Event Number: 8480
Event ID: 23IFB8480
Event Name: SDSU Extension Books-Print Project
Requested By: Missy Schuetzle
Created By: Missy Schuetzle
Due By Date: 03/10/2023 02:00 PM Central Time
Effective Start Date:
Effective End Date:
Q&A Cutoff Date: 02/22/2023 9:15 AM Central Time
Invitation Type: Invitation Only
Assigned Commodities: 966-62 Offset Printing, Booklets, Saddle Stitch Binding (Quan. Under 100,000); Books and Magazines; 966-65 Offset Printing, Books, Perfect Bound (Quan. up to 10,000); 4 Color Process Acceptable: College Catalogues, Telephone Books, etc.
Allow Supplier Terms and Conditions: No
Public Responses: No
Display Awardee: Display
Posting Board Status: Expired
Event Status: Event Under Review

Section #: Name:

1 Section 1 - 23IFB8480

Please see file Event 23IFB8480 - Line Item List.xlsx

Terms and Conditions

ESM Sourcing Terms
None

General Terms and Conditions
None

Event Specific Terms and Conditions
STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

STANDARD TERMS AND CONDITIONS FOR SEALED BIDS

NOTICE TO BIDDERS. The State of South Dakota acting through the Office of Procurement Management will receive sealed bids to the hour specified for the commodities described by the specification(s) stated herein. Unless otherwise stated the bids will be opened in the Office of Procurement Management.

READ CAREFULLY

UNLESS OTHERWISE INSTRUCTED, BIDDERS REGISTERED WITH THE SOUTH DAKOTA OFFICE OF PROCUREMENT MANAGEMENT ARE ASKED TO SUBMIT THEIR BIDS ELECTRONICALLY THROUGH THE ELECTRONIC BID AND RESPONSE SYSTEM WHICH HAS BEEN IMPLEMENTED BY THE STATE OF SOUTH DAKOTA.

By signing and submitting their paper bid, or submitting a bid electronically, a bidder certifies that it has read the Solicitation, and the SD Vendor's Manual, understands the same, and agrees that acceptance by the State of South Dakota of the bidder's offer by issuance of a purchase order, notice of awards or contract will create a binding agreement. Further, bidder agrees to fully comply with the provisions of SDCL 5-18A, and amendments thereto, the SD Vendor's Manual and with the specifications and other documentary forms herewith made a part of this specific procurement. An on-line version of the South Dakota Vendor's Manual is available on the South Dakota Web Site located at https://boa.sd.gov/central-services/procurement-management/docs/SDVendorManual_01-04-19.pdf. Where the provisions stated in the solicitation differ or conflict with the South Dakota Vendor's Manual, the provisions stated in the solicitation will take precedence.

A. GENERAL PROVISIONS

A.1. BID SUBMISSION

A.1.1. Submitted bids shall be in strict conformity with the specifications and the "Special Provisions" and shall contain all completed forms or other documentation required by the solicitation.

A.1.2. Paper Bids. Bids submitted on paper must be in a sealed envelope labeled as shown below. The form on page 1 of this document must be signed and submitted along with the bid.

A.1.2.1. The United States Postal Service processes all letter size mail on OPTICAL CHARACTER READERS (OCR). Mail that is not in the proper format can be delayed. To prevent delays in receiving bids the following seven (7) line address should appear exactly as displayed.

PMB 01231
SOLICITATION #23IFB8480
OPENING DATE MARCH 10, 2023
PURCHASING SPECIALIST MISSY SCHUETZLE
OFFICE OF PROCUREMENT MANAGEMENT
523 E CAPITOL AVE
PIERRE SD 57501-3182

A.1.2.2. All bids shall be legibly typed or written. Pencil bids will not be accepted. Telephone and fax quotations will not be accepted. Bids may be faxed to a third party and will be accepted if they are clearly readable and are delivered to the Office of Procurement Management in a sealed envelope, as indicated above, along with any required bonding.

A.1.3. Electronically submitted bids. Bids may be submitted electronically only by approved bidders registered with the State of South Dakota through electronic bid and response system (E-Procurement System) which has been implemented by the Office of Procurement Management.

A.2. SOLICITATION AMENDMENTS

A.2.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Office of Procurement Management.

A.3. SOLICITATION SPECIFICATIONS

A.3.1. Any and all changes to the solicitation specifications by the bidder must be clearly and specifically noted either on the bid or on a separate sheet attached to the bid. If no changes are indicated on the bid it will be assumed that the bidder is bidding as per the stated specification.

A.3.2. If submitting a paper bid, the bidder need only return the specification pages for items you are bidding. It is not necessary to return the entire document if you are not bidding on every item. It is not necessary to submit a "no bid" response to this Solicitation.

A.4. BID WITHDRAWAL OR MODIFICATION

A.4.1. A bidder may request that their submitted bid be withdrawn in person, or by submitting a letter, email, or fax to the Office of Procurement Management prior to the bid opening date and time.

A.4.2. A bidder may submit a modification to a submitted bid by mail, facsimile, or electronic notice submitted to the Office of Procurement Management no later than the date and time set for the opening of bids. A modification may not reveal the bid price but shall provide the addition or subtraction or the modification so that the final prices or terms will not be known to the Office of Procurement Management until the sealed bid is opened. A modification may not be withdrawn after the date and time set for the opening of bids. Each modification shall be confirmed in writing by the successful bidder before award of the contract. No bid made may be changed or altered by telephone.

A.4.3. After bid opening, no bidder may withdraw their bid without written approval of the Office of Procurement Management. Withdrawal after bid opening will only be allowed when the Office of Procurement Management determines that the bidder has made an obvious mistake in their bid.

A.4.4. The Office of Procurement Management may waive technical irregularities in the bid or proposal of the low bidder or offeror which irregularities do not alter the price, quality, or quantity of the services, or items of tangible personal property bid or offered.

A.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting their paper bid, or by submitting a bid electronically, the bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the bidder is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their bid.

A.6. CERTIFICATION OF NON-DISCRIMINATION

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By submitting their bid, the bidder certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

A.7. CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, 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, 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. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State 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. The successful bidder or offeror 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.

A.8. 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.

A.9. NON-RESIDENT BIDDER PREFERENCE CERTIFICATION

A.9.1. By submitting a bid, bidders whose principal place of business is located outside the borders of South Dakota certify that the bidder's home country, state, or province does not provide a preference for resident bidders.

A.9.2. If the bidder's home country, state, or province does provide a preference for resident bidders, the bidder shall provide a statement with their bid explaining the nature and extent of that preference. If the bid is submitted electronically, the bidder may provide the statement as a document attachment or by using the "Response Notes" section of the online bid system.

A.9.3. If a bidder submits a bid that falsely certifies that the bidder's home country, state, or province does not enforce a preference for resident bidders or that any preference is less than it actually is and if the false certification results in the bidder being awarded the contract, the contract will be canceled immediately and the State may award a contract to the next low responsive and responsible bidder.

A.10. ASSIGNMENT OF ANTITRUST CLAIMS

By submitting a response to this solicitation, the bidder agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this bid.

A.11. BID OPENING

A.11.1. Sealed bids shall be opened at the Office of Procurement Management Office, Foss Building, 523 E. Capitol Avenue, Third Floor, Pierre, South Dakota, 57501 at the bid opening date and time specified in the solicitation. Bidders and the public are invited, but not required, to attend the formal opening of bids.

A.11.2. No decisions related to an award of a contract will be made at the opening. Purchasing Specialists will not communicate bid prices after the opening in response to a telephone request. After an award has been made the bid tabulation will be available to registered bidders through the e-procurement system. A copy of the bid tabulation will be sent to any bidder who requests it and who provides a fax number or email address or self-addressed, stamped envelope.

A.12. BIDS SUBJECT TO PUBLIC DISCLOSURE

Unless otherwise specified in SDCL 1-27, SDCL 5-18, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Procurement Director shall make the final decision as to whether the documentation or information is confidential.

A.13. LATE BIDS

Bids received after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.14. LEGAL CONTRACT

A.14.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Office of Procurement Management, shall constitute a contract.

A.14.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statements, affidavits, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and

the solicitation shall prevail over the successful bid.

A.15. PRICING

A.15.1. Bids shall remain firm for a minimum of thirty (30) days from the solicitation closing date.

A.15.2. Bidders guarantee unit prices to be correct.

A.16. MANUFACTURERS' NAME, BRAND NAME AND APPROVED EQUIVALENTS

A.16.1. Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for the purpose of describing the standard of quality, performance, and characteristics desired and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection. The State reserves the right to determine which products offered would best meet its requirements. Said determination will be made in the State's best interest and shall, therefore, be considered final.

A.17. CLARIFICATION OF SOLICITATION REQUIREMENTS

Any request for clarification of the contents of this solicitation shall be directed to the Office of Procurement Management Purchasing Specialist specified in the Special Provisions section of the solicitation. Bidders or their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the Purchasing Specialist identified.

A.18. REJECTION OF BIDS

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. The State reserves the right to reject any or all bids as deemed to be in the best interest of the State of South Dakota.

A.19. USE OF RECYCLED OR BIOBASED MATERIALS

A.19.1. The Office of Procurement Management will endeavor to execute contracts with bidders who provide products containing biobased or recycled postconsumer materials defined as follows:

A.19.1.1. "BIOBASED," composed wholly or in significant part of biological products including renewable agricultural materials or forestry materials;

A.19.1.2. "RECYCLED," the quality of being manufactured from or consisting of, in whole or part, materials derived from solid waste;

A.19.1.3. "POSTCONSUMER MATERIAL," products generated by a business or consumer that have served their intended end uses and that have been separated or diverted from solid waste for purpose of collection, recycling and disposition;

A.19.1.4. "RECOVERED MATERIAL," material which is recovered or derived from solid waste.

A.19.2. South Dakota law provides that a preference may be given to materials and supplies manufactured from recycled or biobased materials. This preference is applicable only if the bids of the persons or manufacturing concerns supplying the recycled or biobased materials, or the prices quoted by them, do not exceed by more than five percent the lowest bid or prices quoted by persons and manufacturing concerns offering non-recycled or non-biobased materials.

A.19.3. By signing and submitting a paper bid or submitting a bid electronically, the bidder certifies that the product(s) being offered comply with the specifications of this Solicitation and the percentages of postconsumer material and recovered material stated in the bid.

A.19.4. If you are bidding products with recycled content, and wish to be considered for preference, you must provide a statement with your bid requesting preference and documenting the recycled content, including the percentage of postconsumer and recovered material contained in each applicable line item.

A.19.5. If you are bidding biobased products, and wish to be considered for preference, you must provide documentation of certification under the USDA Biopreferred Program, or provide other documentation as evidence that the product being offered meets the definition for biobased products.

A.20. AWARD OF CONTRACT

A.20.1. The State may waive technical irregularities in bid of the low bidder as long as such irregularities do not alter the price, quality, or quantity of the supplies or services offered.

A.20.2. The State may award the contract(s) by item or groups of items, or may award the contract on an "all or none" basis, whichever is deemed by the State Procurement Director to be in the best interest of the State of South Dakota.

A.20.3. The contract shall be awarded within forty-five days of the bid opening by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

A.20.4. The successful bidder shall enter into a contract with the state within fourteen days after receiving notice of award, on such forms as shall be provided, to furnish the required supplies or services in accordance with the solicitation and specifications or in accordance with the bid or proposal as accepted.

A.21. CORPORATE REGISTRATION REQUIREMENTS AND COMPLIANCE CERTIFICATION

A.21.1. All corporations, limited liability companies, limited liability partnerships, limited partnerships, cooperatives and business trusts, must comply with the corporate registration requirements of the South Dakota Secretary of State as outlined in SDCL Chapter 47, before transacting any business in the State of South Dakota. Forms for business corporations, limited liability companies, non-profit corporations, limited liability partnerships, limited partnerships, cooperatives, and business trusts are available at the Secretary of State's website at http://www.sdsos.gov/businessservices/corporations_forms.shtml.

A.21.2. By submitting a bid, any vendor interested in doing business with the State of South Dakota as a result of this solicitation certifies that they are currently registered, or will be registered with the Secretary of State before any contract is awarded.

A.21.3. Any vendor that cannot certify registration with the Secretary of State, and is claiming exemption from the registration requirement, must provide a statement with their bid providing specific details supporting the exemption the vendor is claiming. Exemptions to the corporate registration requirement can be found in SDCL 47-1A-1501.

A.21.4. It is the bidder's responsibility to determine what they must do to comply with this requirement through consultation with their own legal counsel. SDOPM personnel may not give any advice or assistance to bidders for making a determination of exemption from the corporate requirements.

A.22. CONTRACT MODIFICATIONS

A.22.1. Contracts are issued under the authority of the State Procurement Director who signs the contract(s). The contract(s) may be modified only through a written contract modification signed by the State Procurement Director.

A.22.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of Procurement Management in writing, or made unilaterally by a supplier, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written contract modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under the contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract.

A.23. DELIVERY, INSPECTION AND ACCEPTANCE

A.23.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the contract(s) shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the contract(s) shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the contract(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.23.2. Supplier(s) awarded the contract(s) shall be required to deliver products and services as bid, during normal working hours, on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Office of Procurement Management. 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 ten (10) days from the date of the purchase order. An additional ten (10) days will be allowed for back-ordered items when the suppliers gives written notification to the ordering agency that the items are not available for immediate delivery.

A.24. INVOICING AND PAYMENT

A.24.1. Unless otherwise specified, invoices will be paid after products have been delivered or services provided.

A.24.2. The State will make payments to the contract, and interest on late payments will be governed by South Dakota Codified Law 5-26, "Prompt Payment Act".

A.25. TAX EXEMPTION

A.25.1. State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes, except that State taxes will be included in bids for gasoline.

A.26. AUDIT AND RECORDS CLAUSE

A.26.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant contract.

A.26.2. The successful bidder awarded the contract is required to retain records relative to the contract for the duration of the contract and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.27. NON-APPROPRIATION CLAUSE

Any contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the contract will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

A.28. GOVERNING LAW AND VENUE

This solicitation and any resulting contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any action, claim, dispute or litigation pertaining to or affecting any contract shall be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

A.29. TERMINATION FOR CAUSE

A.29.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the SDOPM. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.29.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Procurement Director determines that an administrative error occurred prior to Contract performance.

A.29.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.30. TERMINATION FOR CONVENIENCE

A.30.1. The State may terminate the Contract, in whole or in part, for convenience if the State Procurement Director determines that termination is in the State's best interest. The State Procurement Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Procurement Director.

A.30.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.31. INSURANCE

The successful bidder(s) awarded the contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the contract. The supplier awarded the contract shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and shall provide the State with certificates of insurance, and, when requested, the insurance policy involved.

A.32. EMPLOYMENT RELATIONSHIP

The Contract does not create an employment relationship. Individuals performing services required by the contract are not employees of the State of South Dakota or the procuring agency. The supplier's employees shall not be considered employees of the State of South Dakota nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.33. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

B. SPECIAL PROVISIONS

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B.1. SPECIAL INSTRUCTIONS TO BIDDERS ON PRINTING

USE OF SOYBEAN-BASED INK: The 1989 Legislature passed legislation (SDCL 5-23-37) which is intended to encourage the use of soybean-based ink for state projects. All bids for printing projects with the State of South Dakota must reflect the use of soybean-based ink.

Bidders not using soybean-based ink must indicate on their bid or in a separate document attached to their bid, the reasons why soybean based ink is not being used. For bids submitted through the eprocurement system, bidders must indicate their reasons in the comments area for each item being bid, or in a separate document uploaded to their bid. Unless otherwise indicated by the bidder, it shall be assumed that the bidder is using soybean-based ink.

SAMPLES AVAILABLE: Samples and detailed descriptions of printing are on file in Office of Procurement Management, Pierre, South Dakota, where any interested person may examine them. There are no additional samples for mailing but any information requested will be furnished.

PAPER REQUIREMENTS: Papers specified will be manufacturer's brand names. Bidders proposing to furnish any other stock must submit samples for testing purposes and have approval from the Office of Procurement Management that the stock proposed is acceptable before proceeding with any contract awarded.

PROOFS REQUIRED: Unless stated as "Exact Reprint", PROOFS OF ALL PRINTING MUST BE SUBMITTED to the department or institution for which the work is ordered. All corrections and necessary changes in proof are to be made without charge. Said proofs must be approved by the agency in writing before the work is finished.

VARIATIONS IN THE NUMBER OF PAGES PRINTED: For the protection of all parties, the following schedule of adjustments will be used in cases where the number of pages printed varies from the number specified. Per page prices will be adjusted where the variance is 25% or more on books of 4-16 pages; 20% on books of 17-32 pages; 10% on books of 33-64 pages and 5% on books of more than 65 pages. In these instances, the printer will be requested to offer adjusted per page prices for review by the Office of Procurement Management Director.

Unless otherwise specified, the number of pages to be charged for in books and pamphlets using both hard and soft covers shall be computed using the following formula:

COVERS: Cost of printing, make-up and/or binding shall be included in the price per page. No additional allowance will be made for printing panels on the cover.

PAGES: An allowance of one page will be allowed for each printed page. An allowance of 25% of the per page price will be allowed for each blank page that has printing on the opposite side. No allowance will be given for blank pages not printed on either side.

DELIVERY DATES: Delivery dates when stated as "30, 60, or 90" days, or a specific date, shall mean calendar days, and shall normally begin with receipt of copy. When purchase order date is used as criteria for job start date for a specified delivery time, an allowance of 10 days from the date of the order is applicable. Penalty for late delivery is to be computed on the basis of delivery time specified on a purchase order or contract.

PENALTIES: The Office of Procurement Management Director will apply penalties for all printed matter.

A. The penalty for late delivery will be one half of one percent (.5%) of the bid price for each day after specified delivery date.

B. The penalty for poor workmanship shall be determined by the Office of Procurement Management Director based on evidence that a proof was approved, on comparison with other work of similar quality expectations and on compliance with the stated specification. A COPY OF EACH COMPLETED JOB MUST BE SUBMITTED TO THE OFFICE OF PROCUREMENT MANAGEMENT FOR DETERMINATION OF WORKMANSHIP QUALITY.

PRICES: In submitting bids, all items quoted on must indicate unit price in the correct column or bid may be rejected. Items may be grouped as lot bids; however, prices must be noted for each item as stated above.

COPY WILL BE FURNISHED WITH PURCHASE ORDER UNLESS OTHERWISE SPECIFIED.

PACKAGING: Unless otherwise specified in the item description, all printed matter shall be packed so they will not shift within their carton, be wrapped in Kraft paper or shrink wrapped in poly (in the case of sheeted items and brochures) and be banded into bundles of 100. Books, booklets, etc. shall be bulk packed so that they will not shift within their carton. Forms may be bulk packed in cartons with internal dimensions of cartons being approximately 1/16" greater than the width and 1/8" greater than the length of packed forms so as to assure against damage due to bending, curling, shifting, etc.

Only new corrugated containers with a minimum Mullen strength test of 200 lbs. per square inch shall be used. The containers shall also be securely sealed to protect the contents. All cartons for delivery of a single item are to be uniform in size and are to weigh no more than 50 lbs. All cartons are to be end labeled as to the contents, i.e. agency name, address, item name, quantity in carton, serial or consecutive numbers therein and purchase order number.

SPECIFICATIONS: Changes in any of the specifications, as set forth herein, must be approved prior to implementation by the Office of Procurement Management Director. This applies to the bid proposal and/or purchase orders that define the particular specifications. Examples of such are excessive increase or decrease in the number of pages, changes in stock, colors of inks to be used and/or others. Underruns will not exceed 2% per item ordered. Charges for overruns in excess of 2% per item will not be paid for by the State. Individual item specifications may stipulate different requirements for under and overruns. In these cases, the item specification takes precedence.

Delays in sending or receiving composition copy, proofs or late delivery shall be reported to the Office of Procurement Management as they occur. Penalties so justified will be applied when evidence in writing between the Agency and the Printer/vendor supports this action.

It shall be the responsibility of the vendor to notify the Office of Procurement Management if delivery is not on schedule as specified on the purchase order and the reasons why it is not.

Any of the material used in the creation or development of printed projects/materials for the State of South Dakota will remain the property of the State of South Dakota and will be returned upon completion of the job.

B.2. PURCHASING SPECIALIST CONTACT INFORMATION

The SDOPM Purchasing Specialist listed below is the contact for all questions related to this solicitation.

Missy Schuetzle, Purchasing Specialist
Office of Procurement Management
Email: Missy.schuetzle@state.sd.us
Phone: 605-773-4277
Fax: 605-773-4840

B.3. CONTRACT TERM

B.3.1. Award will be made through the issuance of a purchase order by the Office of Procurement Management.

B.4. PRICING/ESCALATOR CLAUSE

B.4.1. All prices quoted by the bidder shall be firm for the term of the contract.

B.4.2. 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.

B.5. QUANTITY ESTIMATES

Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

B.6. STATE PURCHASING CARD

The bidder shall accept the South Dakota Purchasing Card as a method of payment for items on the contract(s) resulting from this solicitation. Bidders unable to accept a credit card as payment must indicate such on their bid.

C. SOLICITATION SPECIFICATIONS

Specifications for specific line items are located in the line item notes, or as file attachments on the line item. For bidders submitting paper bids, any line item specification attachments will be attached to the bid form in line item order.

D. EVALUATION

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