

“RB” SERIES

C O N T R A C T

PRINTING, BINDING, PACKAGING, AND DELIVERING THE
2023-2024 IOWA OFFICIAL REGISTER (REDBOOK)

RB-4 **CONTRACT SUPPLEMENT FORM**

Legislative Services Agency
Legal Services Division
State Capitol
Des Moines, Iowa

Mr. Tim McDermott, Director
Mr. John Heggen, Director
Legal Services Division



CONTRACT SUPPLEMENT FORM (RB-4)
CONTRACT 2023-2024 IOWA OFFICIAL REGISTER (REDBOOK)

CONTRACT SUPPLEMENT

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I. INTRODUCTION

- A. **Parties.** The parties to this Contract Supplement are the Legislative Services Agency, herein referred to as the "Agency," an organization created under the jurisdiction of the Iowa General Assembly pursuant to Iowa Code §2A.1 and identified with the Federal Employer Identification Number 42-6022199, and The Economy Advertising Company (dba Tru Art Color Graphics), herein referred to as "Contractor," a business located in Iowa City, Iowa, and identified with Federal Employer Identification Number 42-0229090
- B. **Purpose.** The purpose of this Contract Supplement is to amend the provisions of the Original Contract entitled "PRINTING, BINDING, PACKAGING, AND DELIVERING THE 2023-2024 IOWA OFFICIAL REGISTER (REDBOOK)" designated as "RB-2" and entered into by the signatures of Mr. Tim McDermott on September 7, 2023 and Mr. Willis Bywater on November 3, 2023, including the corresponding Appendices entitled by the same and entered into by the signatures of the same individuals on the same dates, and herein all referred to as the "Original Contract" and published on the Agency's internet site for the General Assembly: 90 Session: 1.

<https://www.legis.iowa.gov/agencies/careers/rfps>
- C. **Second Order.** The Original Contract provided for the production, delivery, and acceptance of a publication that included 420 publication items as part of an order delivered to the Agency and described in the Contractor's invoice, numbered 125808011 dated 1/31/24. This Contract Supplement provides for a second order of the same publication including not more than 200 publication items (books).

II. ORIGINAL CONTRACT PROVISIONS APPLICABLE

Only the following provisions in the Original Contract are applicable to this contract:

- A. **Part II.** The part of the Original Contract referred to as Part II and entitled "DEFINITIONS."
- B. **Part III.** The part of the Original Contract referred to as Part III and entitled "GENERAL PROVISIONS."
- C. **Part X.** The part of the Original Contract referred to as Part X and entitled "PROCEDURES AND REMEDIES FOR NONCOMPLIANCE — GENERAL."
- D. **Part XI.** The part of the Original Contract referred to as Part XI and entitled "PROCEDURES AND REMEDIES FOR NONCOMPLIANCE — TERMINATION."
- E. **Part XII.** The part of the Original Contract referred to as Part XII and entitled "PROCEDURES AND REMEDIES FOR NONCOMPLIANCE — SPECIFIC PERFORMANCE."
- F. **Part XIII.** The part of the Original Contract referred to as Part XIII and entitled "PROCEDURES AND REMEDIES FOR NONCOMPLIANCE — LIQUIDATED DAMAGES."



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- G. **Appendix E.** The part of the Original Contract -- Appendices referred to as Appendix E entitled "LIQUIDATED DAMAGES FORMULAS" but excluding any part of a table that refers to a "Production Item."
- H. **Appendix F.** The part of the Original Contract -- Appendices referred to as Appendix F entitled "CONTACT INFORMATION" but excluding any table the refers to "PRODUCTION ITEMS."

III. NEW TERMS

- A. **General.** The Contractor shall produce and deliver a second order of the publication to the Agency for Agency approval during a performance period in compliance with the requirements of this Contract Supplement. The Contractor shall package (including load) and ship (including unload) the publication for delivery.
- B. **Production Materials and Workmanship.** All publication items produced and delivered under this Contract Supplement as part of a second order shall be constructed using the same materials as produced using the same workmanship as the publication items produced under the Original Contract as part of the first order. The publication items produced and delivered to the Agency as part of the second order shall be equivalent in appearance to the publication items produced and delivered as part of the first order.

DELIVERY INSTRUCTIONS

Packaging	Shipping
<ul style="list-style-type: none"> (1) Bulk Packaging. Publication items must be packaged in bulk cartons. (2) Contents Identified. One side of each carton must reasonably indicate its contents: "2023-2024 REDBOOK." (3) Weight. A carton cannot exceed 35 lbs. 	<ul style="list-style-type: none"> (1) Carrier. The Contractor or a freight company authorized by the parties. (2) F.O.B. F.O.B. destination, door, freight prepaid and allowed. (3) Freight Class. Must meet all requirements for the applicable freight classifications. (4) Unload and Transfer. <ul style="list-style-type: none"> (a) Designated Room. To Room G-16 of the Capitol Building located on the same floor (entrance level) where the publication is unloaded from the freight truck. (b) Pushcart. Must be made by pushcart furnished by the Contractor (no accommodations for unloading or transferring cartons by forklift). (5) Risk. The Contractor shall bear the expense and risk of shipment until the Agency takes possession of the production items. The Contractor shall secure all necessary and customary insurance for the shipment.

DELIVERY DESTINATION

Delivery Address	Special Instructions
Outside Room G-16 (Ground Floor) State Capitol Building Des Moines, Iowa 50319	<ul style="list-style-type: none"> (1) Contact. Contact the Agency's contact person one business day prior to delivery of second order. (2) Delivery Day and Time. Business day, 8:00 a.m. to 4:30 p.m. Central Time. (3) Noon. All deliveries made after 12:00 noon shall be deemed to be made at 8:00 a.m. on the next succeeding day. (4) Parking. The delivery truck should park on the west side of the State Capitol Building close to the public entrance.



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CONTACT PERSONS

	Primary	Alternative
Name	Mr. Doug Adkisson Legal Counsel Legal Division	Mr. John Heggen Director Legal Division
Address	Room G-23 (Ground Floor) State Capitol Building Des Moines, Iowa 50319	Room G-01 (Ground Floor) State Capitol Building Des Moines, Iowa 50319
Telephone	515.281.3884	515.725.7827
Email	doug.adkisson@legis.iowa.gov	john.heggen@legis.iowa.gov

- C. Second Order Deadline.** Within 35 days after the parties enter into this Contract Supplement by signature, the Contractor shall deliver the second order to the Agency as required in this Contract Supplement.
- D. Payment.** Unless this Contract Supplement is terminated as provided in Part XI of the Original Contract, payment of the Contract Supplement price amount shall be based on the production and the delivery of the publication to the Agency according to the terms and conditions of this Contract Supplement. The Agency shall not pay for an overrun. The Agency is liable to the Contractor as provided in this Contract Supplement only for the amount paid as consideration under this Contract Supplement, and subject to the following:

CONTRACT SUPPLEMENT PRICE

Second Order	Amount
200 Publication Items (Books)	\$12,124

PAYMENT SCHEDULE

Approval Process	Payment Process
<p>Within 42 days after the Contractor delivers the publication to the Agency, the Agency will respond by delivering a notice to the Contractor stating one of the following:</p> <ol style="list-style-type: none"> (1) Accept or Reject Publication. The Agency accepts or rejects the publication or any number of publication items. (2) Notice to Extend Time. The Agency reserves a total of 70 days after delivery of the publication to accept or reject any number of the publication items. (3) Rejection. The rejection of the publication suspends further performance by the Agency. (4) Approval. After the Agency delivers its approval of the publication delivered to the Agency, the Contractor will deliver an invoice to the Agency for the amount of the Contract Supplement price without adjustment. 	<ol style="list-style-type: none"> (1) Time. Generally, within 45 days of the Contractor's delivery of an invoice to the Agency for the Contract Supplement price, the Agency will approve the invoice and deliver payment of the full amount of Contract Supplement price to the Contractor. (2) Satisfaction. The amount invoiced by the Contractor and paid by the Agency is deemed conclusive evidence that the Agency has satisfied its obligation to pay for the deliverables listed in the invoice, and each party waives any right to later contest the invoice amount based on error.



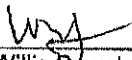
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IV. EXECUTION AND EFFECT OF EXECUTION

- A. **Integration.** Except as provided in this Paragraph "A," this Contract Supplement contains the entire agreement between the Agency and the Contractor, and representations made before the signing of this Contract Supplement shall not be binding, and neither party shall rely upon conflicting prior representations in entering into this Contract Supplement.
- B. **Effective and Termination Dates.** This Contract Supplement takes effect upon being signed by authorized representatives of the Agency and the Contractor and continues until the provisions of this Contract Supplement are satisfactorily performed, or until this Contract Supplement is otherwise terminated under its provisions.
- C. **Signatures.** The duly recognized representatives of the Agency and the Contractor have on the date noted signed their names to and executed this Contract Supplement:


 Mr. Tim McDermott
 Director
 Legislative Services Agency

3-6-24
 Date


 Mr. Willis Bywater
 Chairman
 The Economy Advertising Company
 (dba Tru Art Color Graphics)

3/7/2024
 Date

ADDRESS: c/o Legislative Services Agency
 State Capitol
 Des Moines, Iowa 50319
 Phone: 515.281.3566

Doc ID 1,447,272

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