



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

IFB 23IFB8762 – PAINT ANNUAL

NOTICE ADDENDUM 1

DATE: April 22, 2024
BUYER: Andy Mobley
PHONE: 605-773-4278

Addendum 1 is being issued for the following:

Contract # 17771 has been extended one (1) year until May 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.

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

Steven L. Berg, Director
Office of Procurement Management

PAINT ANNUAL NOTICE OF AWARDS

Buyer: Andy Mobley 012
Phone: 605-773-4278
Fax: 605-773-4840
Email: Andy.Mobley@state.sd.us

Date: June 1, 2023

- 1. Contract Term:** This notice establishes contract(s) resulting from IFB #23IFB8762 for a period of one (1) year, from June 1, 2023 through May 31, 2024 inclusive. The IFB 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:** Prices increases will not be considered until the 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, the new pricing will become effective immediately after date of 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:** 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.

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.

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.

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.

5. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

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 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. 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 \$4000.00 or less per transaction.



Steven L. Berg, Director
Office of Procurement Management

Contractor

Diamond Vogel

2030 S. Minnesota Ave.
Sioux Falls, SD 57105
Contact: Dan Sweeney
Phone: (701) 405-5025

Email: Dan.Sweeney@DiamondVogel.com

Vendor: 12024673
Contract: 17771

Paint Annual							
#	Description	Product Name	UOM	Price	Vendor	Vendor #	Contract #
1	Flat Interior Latex Mixing Base Zero VOC Gallon	DF Series	Gallon	\$9.94	Diamond Vogel	12024673	17771
2	Flat Interior Latex Mixing Base Zero VOC 5 Gallon	DF Series	5 Gallon	\$48.20	Diamond Vogel	12024673	17771
3	Egg Shell Interior Latex Mixing Base Zero VOC Gallon	DE Series	Gallon	\$10.25	Diamond Vogel	12024673	17771
4	Egg Shell Interior Latex Mixing Base Zero VOC 5 Gallon	DE Series	5 Gallon	\$49.75	Diamond Vogel	12024673	17771
5	Satin/Semi Gloss Interior Latex Mixing Base Zero VOC Gallon	DS Series	Gallon	\$9.95	Diamond Vogel	12024673	17771
6	Satin/Semi Gloss Interior Latex Mixing Base Zero VOC 5 Gallon	DS Series	5 Gallon	\$49.75	Diamond Vogel	12024673	17771
7	Semi Gloss Interior Latex Mixing Base Zero VOC Gallon	DS Series	Gallon	\$12.88	Diamond Vogel	12024673	17771
8	Semi Gloss Interior Latex Mixing Base Zero VOC 5 Gallon	DS Series	5 Gallon	\$62.90	Diamond Vogel	12024673	17771
9	Gloss Interior Latex Mixing Base Zero VOC Gallon	MH Series	Gallon	\$21.49	Diamond Vogel	12024673	17771
10	Gloss Interior Latex Mixing Base Zero VOC 5 Gallon	MH Series	5 Gallon	\$109.50	Diamond Vogel	12024673	17771
11	Primer Interior Latex Zero VOC Gallon	DU 1600	Gallon	\$9.83	Diamond Vogel	12024673	17771
12	Primer Interior Latex Zero VOC 5 Gallon	DU 1600	5 Gallon	\$47.65	Diamond Vogel	12024673	17771
13	Flat Exterior Latex Mixing Base Zero VOC Gallon	BF Series	Gallon	\$9.73	Diamond Vogel	12024673	17771
14	Flat Exterior Latex Mixing Base Zero VOC 5 Gallon	BF Series	5 Gallon	\$47.15	Diamond Vogel	12024673	17771
15	Semi Gloss Latex Mixing Base Zero VOC Gallon	BS Series	Gallon	\$12.35	Diamond Vogel	12024673	17771
16	Semi Gloss Latex Mixing Base Zero VOC 5 Gallon	BS Series	5 Gallon	\$60.25	Diamond Vogel	12024673	17771
17	Gloss Exterior Latex Mixing Base Zero VOC Gallon	MH Series	Gallon	\$12.35	Diamond Vogel	12024673	17771
18	Gloss Exterior Latex Mixing Base Zero VOC 5 Gallon	MH Series	5 Gallon	\$60.25	Diamond Vogel	12024673	17771
19	Primer Exterior Latex Mixing Base Zero VOC Gallon	BU Series	Gallon	\$12.04	Diamond Vogel	12024673	17771
20	Primer Exterior Latex Mixing Base Zero VOC 5 Gallon	BU Series	5 Gallon	\$58.70	Diamond Vogel	12024673	17771
21	Semi Gloss Alkyd Mixing Base Gallon	AZ Series	Gallon	\$21.44	Diamond Vogel	12024673	17771
22	Semi Gloss Alkyd Mixing Base 5 Gallon	AZ Series	5 Gallon	\$105.70	Diamond Vogel	12024673	17771
23	Gloss Exterior Alkyd Mixing Base Gallon	AZ series	Gallon	\$21.44	Diamond Vogel	12024673	17771
24	Gloss Exterior Alkyd Mixing Base 5 Gallon	AZ series	5 Gallon	\$105.70	Diamond Vogel	12024673	17771
25	Primer Exterior Alkyd Mixing Base Gallon	AU 1404	Gallon	\$17.49	Diamond Vogel	12024673	17771
26	Primer Exterior Alkyd Mixing Base 5 Gallon	AU 1404	5 Gallon	\$85.95	Diamond Vogel	12024673	17771
27	Exterior Stain Water Based Semi Transparent Gallon	BG Series	Gallon	\$18.07	Diamond Vogel	12024673	17771
28	Exterior Stain Water Based Solid Zero VOC Gallon	BT Series	Gallon	\$13.59	Diamond Vogel	12024673	17771
29	Interior One Component Pre Catylised Epoxy Waterborne Eggshell Gallon	ME Series	Gallon	\$18.74	Diamond Vogel	12024673	17771
30	Interior One Component Pre Catylised Epoxy Waterborne Eggshell 5 Gallon	ME Series	5 Gallon	\$92.20	Diamond Vogel	12024673	17771
31	Interior One Component Pre Catylised Epoxy Waterborne Semi Gloss Gallon	MS Series	Gallon	\$19.77	Diamond Vogel	12024673	17771
32	Interior One Component Pre Catylised Epoxy Waterborne Semi Gloss 5 Gallon	MS Series	5 Gallon	\$97.35	Diamond Vogel	12024673	17771
33	Interior Two Part Waterborne Acrylic Epoxy Gloss/Semi Gloss Gallon	MF Series	Gallon	\$33.49	Diamond Vogel	12024673	17771
34	Interior Two Part Waterborne Acrylic Epoxy Gloss/Semi Gloss 5 Gallon	MF Series	5 Gallon	\$162.20	Diamond Vogel	12024673	17771
35	Interior Two Part Solvent Based Epoxy Semi Gloss Gallon	LF Series	Gallon	\$35.99	Diamond Vogel	12024673	17771
36	Interior Two Part Solvent Based Epoxy Semi Gloss 5 Gallon	LF Series	5 Gallon	\$174.45	Diamond Vogel	12024673	17771

37	Field Marking Paint White Aerosol	DS 644	Aerosol	\$5.20	Diamond Vogel	12024673	17771
39	Field Marking Paint Ready-To-Use White 5 Gallon	SE 1615	5 Gallon	\$41.45	Diamond Vogel	12024673	17771
40	Floor Paint Latex Gloss Gallon	DB Series	Gallon	\$24.04	Diamond Vogel	12024673	17771
41	Floor Paint Latex Gloss 5 Gallon	DB Series	5 Gallon	\$118.70	Diamond Vogel	12024673	17771
42	Primer, Stain Blocking Aerosol	DU 1622	Aerosol	\$7.78	Diamond Vogel	12024673	17771
43	Primer, Stain Blocking Gallon	DU 1622	Gallon	\$25.50	Diamond Vogel	12024673	17771
44	Primer, Interior/Exterior, Water Based, Aerosol		Aerosol	\$7.78	Diamond Vogel	12024673	17771
45	Primer, Interior/Exterior, Water Based, Gallon	MU Series	Gallon	\$19.80	Diamond Vogel	12024673	17771
46	Primer, Interior/Exterior, Water Based, 5 Gallon	MU Series	5 Gallon	\$97.50	Diamond Vogel	12024673	17771
47	OSHA Red, Acrylic, Interior/Exterior, Gloss, Water Base, Gallon	MC Series	Gallon	\$33.50	Diamond Vogel	12024673	17771
48	OSHA Orange, Acrylic, Interior/Exterior, Gloss, Water Base, Gallon	MC Series	Gallon	\$33.50	Diamond Vogel	12024673	17771
49	OSHA Yellow, Acrylic, Interior/Exterior, Gloss, Water Base, Gallon	MC Series	Gallon	\$33.50	Diamond Vogel	12024673	17771
50	OSHA Green, Acrylic, Interior/Exterior, Gloss, Water Base, Gallon	MC Series	Gallon	\$33.50	Diamond Vogel	12024673	17771
51	OSHA Blue, Acrylic, Interior/Exterior, Gloss, Water Base, Gallon	MC Series	Gallon	\$33.50	Diamond Vogel	12024673	17771
52	OSHA Black, Acrylic, Interior/Exterior, Gloss, Water Base, Gallon	MC Series	Gallon	\$33.50	Diamond Vogel	12024673	17771
53	OSHA Purple, Acrylic, Interior/Exterior, Gloss, Water Base, Gallon	MC Series	Gallon	\$33.50	Diamond Vogel	12024673	17771
55	Primer, Interior/Exterior, Alkyd, Aerosol	CU 1622	Aerosol	\$7.78	Diamond Vogel	12024673	17771
56	Primer, Interior/Exterior, Alkyd, Gallon	AU 1404	Gallon	\$25.50	Diamond Vogel	12024673	17771
57	OSHA Red, Acrylic, Interior/Exterior, Gloss, Alkyd, Aerosol	AZ Series	Aerosol	\$9.09	Diamond Vogel	12024673	17771
58	OSHA Red, Acrylic, Interior/Exterior, Gloss, Alkyd, Gallon	AZ Series	Gallon	\$25.54	Diamond Vogel	12024673	17771
59	OSHA Orange, Acrylic, Interior/Exterior, Gloss, Alkyd, Aerosol	AZ Series	Aerosol	\$9.09	Diamond Vogel	12024673	17771
60	OSHA Orange, Acrylic, Interior/Exterior, Gloss, Alkyd, Gallon	AZ Series	Gallon	\$31.04	Diamond Vogel	12024673	17771
61	OSHA Yellow, Acrylic, Interior/Exterior, Gloss, Alkyd, Aerosol	AZ Series	Aerosol	\$9.09	Diamond Vogel	12024673	17771
62	OSHA Yellow, Acrylic, Interior/Exterior, Gloss, Alkyd, Gallon	AZ Series	Gallon	\$23.89	Diamond Vogel	12024673	17771
63	OSHA Green, Acrylic, Interior/Exterior, Gloss, Alkyd, Aerosol	AZ Series	Aerosol	\$9.09	Diamond Vogel	12024673	17771
64	OSHA Green, Acrylic, Interior/Exterior, Gloss, Alkyd, Gallon	AZ Series	Gallon	\$19.49	Diamond Vogel	12024673	17771
65	OSHA Blue, Acrylic, Interior/Exterior, Gloss, Alkyd, Aerosol	AZ Series	Aerosol	\$9.09	Diamond Vogel	12024673	17771
66	OSHA Blue, Acrylic, Interior/Exterior, Gloss, Alkyd, Gallon	AZ Series	Gallon	\$19.49	Diamond Vogel	12024673	17771
67	OSHA Black, Acrylic, Interior/Exterior, Gloss, Alkyd, Aerosol	AZ Series	Aerosol	\$9.09	Diamond Vogel	12024673	17771
68	OSHA Black, Acrylic, Interior/Exterior, Gloss, Alkyd, Gallon	AZ Series	Gallon	\$17.84	Diamond Vogel	12024673	17771
69	OSHA Purple, Acrylic, Interior/Exterior, Gloss, Alkyd, Aerosol	AZ Series	Aerosol	\$9.09	Diamond Vogel	12024673	17771
70	OSHA Purple, Acrylic, Interior/Exterior, Gloss, Alkyd, Gallon	AZ Series	Gallon	\$27.50	Diamond Vogel	12024673	17771