

IFB #2141 – SANDBAGS ANNUAL

NOTICE
ADDENDUM 5

DATE: September 26, 2024
BUYER: Andy Mobley
PHONE: 605-773-4278

Addendum 5 is being issued for the following:

Contract # 17470 has been extended one (1) year until September 30, 2025.

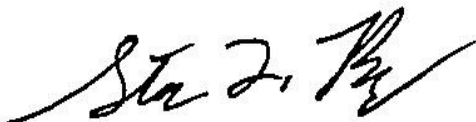
Compliance With SDCL Ch 5-18A: Contractor certifies and agrees that the following information is correct:

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.



Steven L. Berg, Director
Office of Procurement Management

SANDBAGS ANNUAL

NOTICE
ADDENDUM 4

DATE: August 29, 2023
BUYER: Andy Mobley
PHONE: 605-773-4278

Addendum 4 is being issued for the following:

Contract # 17470 has been extended one (1) year until September 30, 2024.

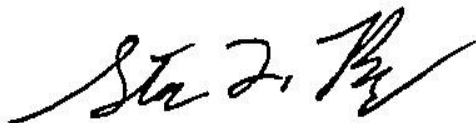
Compliance With SDCL Ch 5-18A: Contractor certifies and agrees that the following information is correct:

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.



Steven L. Berg, Director
Office of Procurement Management



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

SANDBAGS ANNUAL

NOTICE

ADDENDUM 3

DATE: August 23, 2022

BUYER: Andy Mobley

PHONE: 605-773-4278

Addendum 3 is being issued for the following:

Contract # 17470 has been extended one (1) year until September 30, 2023.

All terms and conditions remain the same.

Addendum Notes: None.

A handwritten signature in black ink, appearing to read 'Steven L. Berg', is written in a cursive style.

Steven L. Berg, Director
Office of Procurement Management



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

SANDBAGS ANNUAL

NOTICE

ADDENDUM 2

DATE: September 20, 2021

BUYER: Andy Mobley

PHONE: 605-773-4278

Addendum 2 is being issued for the following:

Line items 1 through 14 have increased in price by 30.00%.

All terms and conditions remain the same.

Addendum Notes: None.

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



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

SANDBAGS ANNUAL

NOTICE

ADDENDUM 1

DATE: September 20, 2021

BUYER: Andy Mobley

PHONE: 605-773-4278

Addendum 1 is being issued for the following:

Contract # 17470 has been extended one (1) year until September 30, 2022.

All terms and conditions remain the same.

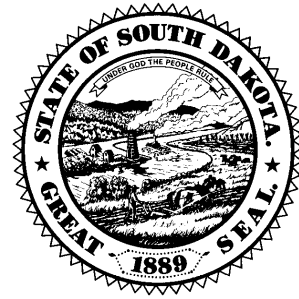
Addendum Notes: None.

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



PMB 01231
BUREAU OF ADMINISTRATION
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVE.
PIERRE, SD 57501-3182
(605) 773-3405
FAX (605) 773-4840



SANDBAGS ANNUAL

NOTICE OF AWARDS

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

Date: Nov. 04, 2020

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation IFB-2141 for a period from Oct. 01, 2020 through Sept 30, 2021 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:** Price increases will not be considered until this contract has been in effect for 90 Calendar days. Written requests for price escalation must be supported by dated manufacturer's printed price sheets or similar documentary evidence. This evidence must be presented to the Office of Procurement Management, and if approved, will become effective 30 Calendar days after 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.
- 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.** 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.

6. 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.
7. 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.
8. STATE AGENCIES MUST INCLUDE ITEM NUMBERS AND A BRIEF DESCRIPTION WHEN ORDERING FROM THIS CONTRACT.
9. **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 \$1000.00 or less per transaction.**

Steven L. Berg, Director
Office of Procurement Management

Contractors

NYP Corporation

805 East Grand St.

Elizabeth, NJ 07201

Contact: Jerry Labelle

Phone: (908) 351-6550

Ext: 104

Email: gplabelle@nyp-corp.com

Vendor: 12646449

Contract: 17470

Sandbags Annual IFB #2141					
#	Description	Price Each Bag	Vendor	Vendor #	Contract #
1	Normal Shipping within 7 days, Quantity 1,000 - 9,999	\$0.246	NYP Corporation	12646449	17470
2	Normal Shipping within 7 days, Quantity 10,000 - 49,999	\$0.187	NYP Corporation	12646449	17470
3	Normal Shipping within 7 days, Quantity 50,000 - 99,999	\$0.174	NYP Corporation	12646449	17470
4	Normal Shipping within 7 days, Quantity 100,000 - 249,000	\$0.167	NYP Corporation	12646449	17470
5	Normal Shipping within 7 days, Quantity 250,000 - 499,999	\$0.161	NYP Corporation	12646449	17470
6	Normal Shipping within 7 days, Quantity 500,000 - 749,999	\$0.156	NYP Corporation	12646449	17470
7	Normal Shipping within 7 days, Quantity 750,000 - 1,000,000	\$0.150	NYP Corporation	12646449	17470
8	Expedited Shipping within 24 hours, Quantity 1,000 - 9,999	\$0.740	NYP Corporation	12646449	17470
9	Expedited Shipping within 24 hours, Quantity 10,000 - 49,999	\$0.273	NYP Corporation	12646449	17470
10	Expedited Shipping within 24 hours, Quantity 50,000 - 99,999	\$0.208	NYP Corporation	12646449	17470
11	Expedited Shipping within 24 hours, Quantity 100,000 - 249,999	\$0.182	NYP Corporation	12646449	17470
12	Expedited Shipping within 24 hours, Quantity 250,000 - 499,999	\$0.175	NYP Corporation	12646449	17470
13	Expedited Shipping within 24 hours, Quantity 500,000 - 749,999	\$0.170	NYP Corporation	12646449	17470
14	Expedited Shipping within 24 hours, Quantity 750,000 - 1,000,000	\$0.165	NYP Corporation	12646449	17470