



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

FOOTWEAR – ANNUAL
NOTICE
CONTRACT EXTENSION - ADDENDUM #4

Bob Barker Company
PO Box 429
Fuquay-Varina, NC 27526-0429
Contact: Ryan Wilkie
Phone: 919-346-2172
Email: ryanmcneill@bobbarker.com
Vendor #12114270
CONTRACT #17659

February 15, 2024

Buyer: Missy Schuetzle

Phone Number: 605-773-4277

Charm-Tex
1618 Coney Island Avenue
Brooklyn, NY 11230
Contact: Kaily Kellner
Phone: 718-252-8100
Email: kaily@charm-tex.com
Vendor #12004072
CONTRACT #17660

Victory Supply
7025 Industrial Park Road
Mt. Pleasant, TN 38474
Contact: Michael Redfern
Phone: 888-376-1205 Ext. 705
Email: michaelredfern@victorysupplyinc.com
CONTRACT #17661
CONTRACT #17661

Addendum #4 is issued for the following:

1. The contract for furnishing the Footwear annual contract to the State of South Dakota, resulting from IFB #2639 has been extended for a period of one (1) year, beginning April 1, 2024 through March 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.

Sincerely,

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

Steven L. Berg, Director
Office Procurement Management



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ADDENDUM #3

TO

FOOTWEAR– NOTICE OF AWARDS

Charm-Tex
1618 Coney Island Avenue
Brooklyn, NY 11230
Contact: Kaily Kellner
Phone: 718-252-8100
Vendor #12004072
CONTRACT #17660

Date: April 20, 2023

Buyer: Missy Schuetzle

Phone: 605-773-4277

A price increase from Charm-Tex is effective April 30, 2023 for the F/MJOGGER on the Footwear Notice of Awards, IFB #2639. The Notice of Awards listed below has been updated to reflect the current pricing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven L. Berg', 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

ADDENDUM #2

TO

FOOTWEAR– NOTICE OF AWARDS

Bob Barker Company
PO Box 429
Fuquay-Varina, NC 27526-0429
Contact: Ryan Wilkie
Phone: 919-346-2172
Vendor #12114270
CONTRACT #17659

Date: April 3, 2023

Buyer: Missy Schuetzle

Phone: 605-773-4277

A price increase from Bob Barker Company is effective April 7, 2023 for various items on the Footwear Notice of Awards, IFB #2639. The Notice of Awards listed below has been updated to reflect the current pricing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven L. Berg'.

Steven L. Berg, Director
Office of Procurement Management

FOOTWEAR – ANNUAL

NOTICE
CONTRACT EXTENSION - ADDENDUM #1

Bob Barker Company

PO Box 429

Fuquay-Varina, NC 27526-0429

Contact: Ryan Wilkie

Phone: 919-346-2172

Email: ryanmcneill@bobbarker.com

Vendor #12114270

Contract #17659

March 21, 2023

Buyer: Missy Schuetzle

Phone Number: 605-773-4277

Charm-Tex

1618 Coney Island Avenue

Brooklyn, NY 11230

Contact: Kaily Kellner

Phone: 718-252-8100

Email: kaily@charm-tex.com

Vendor #12004072

Contract #17660

Victory Supply

7025 Industrial Park Road

Mt. Pleasant, TN 38474

Contact: Michael Redfern

Phone: 888-376-1205 Ext. 705

Email: michaelredfern@victorysupplyinc.com

Vendor #12559115

Contract #17661

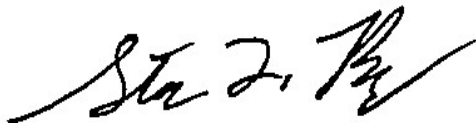
1. The contract for furnishing the Footwear annual contract to the State of South Dakota, resulting from IFB #2639 has been extended for a period of one (1) year, beginning April 1, 2023 through March 31, 2024.
2. Michael Redfern has been added as Victory Supply's contact person.
3. Contractor certifies 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.

4. All terms, conditions and specifications of this contract are firm for the extended period.

Sincerely,



Steven L. Berg, Director
Office Procurement Management

FOOTWEAR - ANNUAL

NOTICE OF AWARDS

Buyer: Lisa Hubbard (014)
Phone: 605-773-4580
Fax: 605-773-4840
Email: Lisa.Hubbard@state.sd.us

Date: March 3, 2022

1. **Contract Term:** This notice establishes contract(s) resulting from IFB #2639 for a period of one (1) year, from April 1, 2022 through March 31, 2023 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 180 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 30 days 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. 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.

6. 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

Bookmarks

Contractors

| | |
|--|--|
| <p>Bob Barker Company PO Box 429 Fuquay-Varina, NC 27526-0429</p> <p>Contact: Ryan Wilkie Phone: 919-346-2172 Vendor #12114270 Email: ryanmcneill@bobbarker.com Contract: 17659</p> | <p>Charm-Tex 1618 Coney Island Avenue Brooklyn, NY 11230</p> <p>Contact: Kaily Kellner Phone: 718-252-8100 Vendor #12004072 Email: kaily@charm-tex.com Contract: 17660</p> |
| <p>Victory Supply 7025 Industrial Park Road Mt. Pleasant, TN 38474</p> <p>Contact: Lisa Fiore Phone: 888-376-1205 ext. 705 Vendor #12559115 Email: ldecastro@victorysupplyinc.com Contract: 17661</p> | |

| Vendor | Line Number | Description | Purchase Unit | Product Number | Amount |
|---|-------------|------------------------------------|---------------|----------------------|--------|
| Bob Barker Company, Inc | 1 | Black Leather 6" Work Boot | Each | B515D-size and B515E | 25.12 |
| <p>Item Manufacturer & Part Number: Bob Barker Company</p> <p>Item Notes: Black leather 6" polyurethane upper work boot; heavy duty construction; outside padded collar and full cambrelle lining. Cushioned insole at stress points; one piece sole and heel; oil-resistant rubber outsole; Goodyear welt construction. No-shank construction. Full toe box shaped. Color: Black. Sizes: Whole Sizes 5 Through 18 And Half Sizes 5.5 Through 11.5. Sizes Available In Regular And Wide Width.</p> | | | | | |
| Bob Barker Company, Inc | 2 | Clear Sole Tennis Shoe | Each | W72D-size/B72D-size | 18.48 |
| <p>Item Manufacturer & Part Number: Bob Barker Company</p> <p>Item Notes: Clear sole tennis shoe; rubber outsole; non-marking; nonslip and fully stitched to leather upper. Fully cemented with 8 point stitching insole; reinforced 480 texon board insoles with additional arch support covered with 2 x 3 canvas. Heel quarter made of wafer bonded tricot. Double stitched heel and toe. Upper constructed of 55% (1.5 mm thick) leather and reinforced athletic mesh. Upper is bonded with stitched foxing at 2.5 per inch. Collar and tongue are fully padded with 1 cm foam and covered with athletic mesh. Velcro closures. Double stitched nonmetal eyelets. 100% nylon thread. Lining is constructed of water bonded tricot. Successful testing of ASTM D1052 for Flexing Resistance; ASTM D1630 for Abrasion Resistance Sole; and ASTM D621 Tear Strength. Sizes: 3 Through 15 In Whole and 3.5 Through 11.5 In Half Sizes. Widths Of D, E, and F.</p> | | | | | |
| CHARM-TEX | 4 | Uni-Sex Classic Nylon Running Shoe | Each | F/MJOGGER | 20.90 |
| <p>Item Manufacturer & Part Number: CT</p> <p>Item Notes: Uni-sex classic nylon running shoe; suede and nylon upper; sculpted Eva midsole; glued down insole to provide lightweight cushioning and shock absorption; rubber outsole for excellent traction and durability; cushioned tongue; arch support; non-marking shoe. Velcro closure. Color: Gray/Light Gray Trim. Sizes: 7 Through 14 In Whole Sizes And Regular Width.</p> | | | | | |
| Victory Supply | 3 | Low Top Canvas Shoe | Each | SCHLLT | 5.81 |
| <p>Item Manufacturer & Part Number: VSI</p> <p>Item Notes: Low top canvas shoe; heavy duty; double-lined canvas uppers; full cushion insole with arch support; 5 to 6 metal eyelets; vulcanized rubber non-marking sole; reinforced rubber toe; two metal grommet air-vents; reinforced heel. Color: White or Black. Sizes: 5 Through 16 In Whole and 6.5 Through 12.5 in Half Sizes. Regular Width.</p> | | | | | |

| Vendor | Line Number | Description | Purchase Unit | Product Number | Amount |
|----------------|-------------|--|---------------|----------------|-------------------|
| Victory Supply | 5 | High Top Lace Up Leather Sneaker | Each | SHLLVWH | 18.21 |
| | | Item Manufacturer & Part Number: VSI | | | |
| | | Item Notes: High top lace up leather sneaker; genuine leather uppers; comfort cushion insole and arch; slip resistant and non-marking rubber outsole; padded collar. Colors: All Black Or All White. Sizes: Men's Sizes 6 Through 11 In Whole And Half Sizes In Regular And Wide Width. 12 Through 16 In Whole Sizes In Regular And Wide Width. Women's Sizes 5 Through 12 In Whole And 1/2 Sizes In Regular And Wide Width. | | | |
| Victory Supply | 6 | Low Top Lace Up Leather Basketball Sneaker | Each | SHLALL | 1 16.7900 1 16.79 |
| | | Item Manufacturer & Part Number: VSI | | | |
| | | Item Notes: Low top lace up leather basketball sneakers. White leather upper; fully padded; moisture wicking lining cemented and stitched in. Triple padded lined collar. Padded and lined leather tongue. Grey sock lining. 6 pair eyelets; 4 pair blind and 2 pair upper plastic reinforced and stitched in. Double row eyelet leather with white cambrelle lining. Texon insole board permanently glued in. Non marking, slip resistant white rubber outsole glued and stitched through. No air pocket. Stitching must run from toe area to arch and around the entire heel area. 4mm thick EVA insole with arch support and moisture wicking antibacterial lining permanently glued to insole board. Pin hole ventilation on both sides of upper and toe area. Reinforced leather toe cap and heel pad stitched and cemented to outsole. White laces. Individually boxed. NO METAL ON SHOE. Unisex Sizing 5 Through 11 1/2 and 12 Through 15. | | | |
| Victory Supply | 8 | Low Cut Canvas Gripper-Bobs | Each | SHCVLT | 1 6.3100 1 6.31 |
| | | Item Manufacturer & Part Number: VSI | | | |
| | | Item Notes: Low cut canvas gripper-bobs; heavy duty; double-lined canvas uppers; soft padded collar; reinforced toe cap; cushioned insoles; non-skid mark resistant soles; wide width with three hook and loop closures for adjustable fit; non-metal loopholes. Color: All White Only. Sizes 5 through 17 in wide width. | | | |