



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

IFB 2640 – Highway Traffic Paint

NOTICE ADDENDUM 3

DATE: December 18, 2023
BUYER: Scott Nelson
PHONE: 605-773-4275

Addendum 3 is being issued for the following:

Extension of contract for an additional year, through February 28, 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



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IFB 2640 – Highway Traffic Paint

NOTICE

ADDENDUM 2

DATE: December 19, 2022

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 2 is being issued for the following:

Extension of contract for an additional year, through February 29, 2024.

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



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IFB 2640 – HIGHWAY TRAFFIC PAINT

NOTICE

ADDENDUM 1

DATE: June 9, 2022

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 1 is being issued for the following:

Approval of increases to the contract pricing. Price changes will be effective June 9, 2022.

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

Steven L. Berg, Director
Office of Procurement Management

HIGHWAY TRAFFIC PAINT

NOTICE OF AWARDS

Buyer: Scott Nelson 006
Phone: 605-773-4275
Fax: 605-773-4840
Email: Scott.Nelson@state.sd.us

Date: February 28, 2022

1. **Contract Term:** This notice establishes contract(s) resulting from IFB #2640 for the period of March 1, 2022 through February 28, 2023 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 shall have the option, at the State's sole discretion, to extend the contract(s) resulting from this Solicitation 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 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:** All orders must be bid F.O.B. destination with all transportation and handling charges paid by the successful bidder. 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.
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. 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.
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.



Steven L. Berg, Director
Office of Procurement Management

CONTRACTOR

Diamond Vogel, Inc.
1020 Albany Place SE
Orange City, IA 51041-1977
Contact: Chad Hamill
Phone: 712-707-9706
Email: chad.hamill@diamondvogel.com
Orders: trafficorders@diamondvogel.com

VENDOR #: 12626132
Contract #: 17656

Highway Traffic Paint Contract Pricing

Line #	Description	Size	Price	Contract #
1	Traffic Paint, White	275 Gallon Tote (filled to 250 gallons)	\$2,920.00	17656
2	Traffic Paint, Yellow	275 Gallon Tote (filled to 250 gallons)	\$2,772.50	17656
3	Traffic Paint, White	55 Gallon Drum	\$736.45	17656
4	Traffic Paint, Yellow	55 Gallon Drum	\$701.80	17656
5	Traffic Paint, White	5 Gallon Pail	\$69.90	17656
6	Traffic Paint, Yellow	5 Gallon Pail	\$67.00	17656