



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / [boa.sd.gov](http://boa.sd.gov)

## SQUARE TUBE STEEL SIGN POSTS AND ACCESSORIES ANNUAL

### NOTICE ADDENDUM 2

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

Addendum 2 is being issued for the following:

Contracts # 17719 and 17720 have been extended one (1) year until August 31, 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.

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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## SQUARE TUBE STEEL SIGN POSTS AND ACCESSORIES ANNUAL

NOTICE

ADDENDUM 1

DATE: Sept 16, 2022

BUYER: Andy Mobley

PHONE: 605-773-4278

Addendum 1 is being issued for the following:

Newman Signs has been released per their request from award line items 20 and 24. Line items 20 and 24 have been awarded to Ultimate Sign Solutions contract #17720.

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

## SQUARE TUBE STEEL SIGN POSTS AND ACCESSORIES ANNUAL

### NOTICE OF AWARDS

Buyer: Andy Mobley 012  
Phone: 605-773-4278  
Fax: 605-773-4840  
Email: [Andy.Mobley@state.sd.us](mailto:Andy.Mobley@state.sd.us)

Date: September 13, 2022

- 1. Contract Term:** This notice establishes contract(s) resulting from IFB #2888 for a period of one (1) year, from September 1, 2022 through August 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 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.

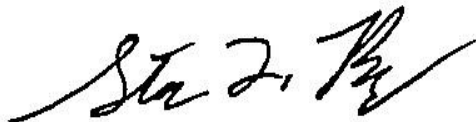
All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number when applicable as shown in this contract. Invoices must be submitted in duplicate to the State Agency ordering the merchandise. DO NOT SUBMIT STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.

**5. 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

**Contractor**

<p><b>Newman Signs Inc.</b> 1606 6<sup>th</sup> Ave. SW Jamestown, ND 58402-1728 Contact: Cara Koll Phone: (800) 437-9770</p> <p>Email: <a href="mailto:sales2@newmansigns.com">sales2@newmansigns.com</a></p> <p>Vendor: 12027272 Contract: 17719</p>	<p><b>Ultimate Highway Solutions LLC.</b> 11095 West Olive Road Grand Haven, MI 49417 Contact: Brooks Kolenic Phone: (888) 366-9220</p> <p>Email: <a href="mailto:brooks@uhsolutions.net">brooks@uhsolutions.net</a></p> <p>Vendor: 12688378 Contract: 17720</p>
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Square Tube Steel Sign Posts and Accessories Annual							
#	Description	Product #	UOM	Price	Vendor	Vendor #	Contract #
1	Square Tube Post Section, 1-3/4 Inch X 24 Foot, 12 Gauge	9UM1752882HG4	Each	\$2,075.00	UHS	12688378	17720
2	Square Tube Post Section, 2 Inch X 24 Foot, 12 Gauge	9UM2002882HG4	Each	\$2,345.00	UHS	12688378	17720
3	Square Tube Post Section, 2-3/16 Inch X 24 Foot, 10 Gauge	9UM21882880HG4	Each	\$4,325.00	UHS	12688378	17720
4	Square Tube Post Section, 2-1/4 Inch X 24 Foot, 12 Gauge	9UM2252882HG4	Each	\$2,690.00	UHS	12688378	17720
5	Square Tube Post Section, 2-1/2 Inch X 24 Foot, 12 Gauge	9UM2502882HG4	Each	\$3,015.00	UHS	12688378	17720
6	Square Tube Post Section, 2-1/2 Inch X 24 Foot, 10 Gauge	9UM2502880HG4	Each	\$4,375.00	UHS	12688378	17720
7	Slip Base Assembly	55710	Each	\$139.99	Newman	12027272	17719
8	8 Inch Slip Base Bottom / Winged Anchor, 3 Inch X 36 Inch, 41.32 Pounds	55660	Each	\$178.88	Newman	12027272	17719
9	Universal Match Plate Hardware Kit For Triangular Slip Base Assembly	55715	Each	\$45.55	Newman	12027272	17719
10	Object Marker, Left, Flexible, Fixed Base, 12 Inch X 36 Inch	No Award					
11	Object Marker, Right, Flexible, Fixed Base, 12 Inch X 36 Inch	No Award					
12	Breakout Square Coupler, For 2 Inch X 12 Gauge Post	99	Each	\$79.30	Newman	12027272	17719
13	Replacement Top, Breakout Square Coupler, 2 Inch X 12 Gauge	No Award					
14	Breakout Square Coupler, For 1-3/4 Inch X 12 Gauge Post	No Award					
15	Replacement Top, Breakout Square Coupler, 1-3/4 Inch X 12 Gauge	99	Each	\$61.68	Newman	12027272	17719
16	Anchor Assembly, Winged, 3 Inch X 48 Inch, 48.68 Pounds	55664	Each	\$278.88	Newman	12027272	17719
17	Hardware Kit And Accessories, Match Plate	55800	Each	\$179.99	Newman	12027272	17719
18	Post Clamp, Fits Extruded Aluminum Signs, Mounts On 2 1/2 Inch Square Steel	No Award					
19	Directional Sleeve, 2-1/2 Inch X 18 Inch, 12 Gauge	9UM2500182HG4	Each	\$21.50	UHS	12688378	17720
20	Coupler Assembly And Accessories, Surface Mount Sign Post	8UM-SMBL	Each	\$90.00	UHS	12688378	17720
21	Tubular Winged Anchor, 3 Inch X 48 Inch, 43.08 Pounds	9UM3000487WINGED	Each	\$90.00	UHS	12688378	17720
22	Tubular Anchor Without Wings, 3 Inch X 48 Inch, 27.48 Pounds	9UM3000487HG	Each	\$60.00	UHS	12688378	17720
23	Anchor, Breakaway, Fits Telespar, 36 Inch Long, Wedge Included	No Award					
24	Flanged Shoulder Bolt, 3/8 Inch X 3-1/2 Inch, Grade 8	8UM-FSB	Each	\$149.00	UHS	12688378	17720
25	Serrated Flange Nut, 3/8 Inch, Grade 8	11127070	Each	\$16.41	Newman	12027272	17719
26	Flanged Channel Delineator Post, 7 Foot	T-UCH-7-1.12#	Each	\$803.00	Newman	12027272	17719
27	Flanged Channel Delineator Post, 8 Foot	T-UCH-8-1.12#	Each	\$917.00	Newman	12027272	17719