



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

IFB 2445 GLOBAL POSITIONING SYSTEM EQUIPMENT

NOTICE

ADDENDUM 4

DATE: August 8, 2023

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 4 is being issued for the following:

Approval of price changes for Frontier Precision. Price changes effective August 8, 2023. The normal 30-day waiting period for the price changes to become effective has been waived under SD 5-18D-11.

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

IFB 2445 GLOBAL POSITIONING SYSTEM EQUIPMENT

NOTICE ADDENDUM 3

DATE: August 4, 2023

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 3 is being issued for the following:

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.

Extension of the contract with Frontier Precision for another year, through September 30, 2024.

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

IFB 2445 GLOBAL POSITIONING SYSTEM EQUIPMENT

NOTICE

ADDENDUM 2

DATE: August 31, 2022

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 2 is being issued for the following:

Approval of price changes for Frontier Precision. Price changes effective August 31, 2022. The normal 30-day waiting period for the price changes to become effective has been waived under SD 5-18D-11.

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

IFB 2445 GLOBAL POSITIONING SYSTEM EQUIPMENT

NOTICE

ADDENDUM 1

DATE: August 23, 2022

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 1 is being issued for the following:

Extension of the contract with Frontier Precision for another year, through September 30, 2023.

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

GLOBAL POSITIONING SYSTEM EQUIPMENT

NOTICE OF AWARDS

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

Date: September 14, 2021

- 1. Contract Term:** This notice establishes contract(s) resulting from IFB 2445 for a period of one (1) year, from October 1, 2021 through September 30, 2022 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 this contract has been in effect for 180 days. Requests for additional increase in pricing for contract items will be limited to once a year. Written requests for price escalation must be supported by dated manufacture'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 days after 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:** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the contract(s) shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the contract(s) shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the contract(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Supplier(s) awarded the contract(s) shall be required to deliver products and services as bid, during normal working hours, on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the

Office of Procurement Management. 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 ten10 days from the date of the purchase order. An additional ten (10) days will be allowed for back-ordered items when the suppliers gives written notification 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. All purchases made by State agencies, and Institutions from this contract MUST be routed through the Office of Procurement Management or as directed by the Bureau of Administration and entered on the DBS accounting system.
7. STATE AGENCIES MUST INCLUDE A BRIEF DESCRIPTION WHEN ORDERING FROM THIS CONTRACT. A MORATORIUM APPROVAL LETTER MUST BE ATTACHED TO THE REQUISITION FOR ALL ITEMS BEING PURCHASED FROM THIS CONTRACT.



Steven L. Berg, Director
Office of Procurement Management

CONTRACTOR

FRONTIER PRECISION

1713 Burlington Drive
Bismarck, ND 58504

Contact: Nathan Kupfer
Phone: 701-222-2030 or 800-359-3703
Fax: 701-258-5324
Email: nathank@frontierprecision.com

Vendor Number: 12027846
Contract #: 17621