



523 East Capitol, Pierre, South Dakota 57501

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

## IFB 2304 – FURNITURE AND RELATED PRODUCTS

### NOTICE ADDENDUM 3

**DATE:** April 9, 2024  
**BUYER:** Heather King  
**PHONE:** 605-773-2162

Addendum 3 is being issued for the following:

Contract #17535 has been extended for one (1) year until April 30, 2025.

The New Commercial Pricing List has been incorporated; it will go into effect May 1, 2024.

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

**IFB 2304 – Furniture and Related Products**

NOTICE  
ADDENDUM 2

DATE: April 3, 2023  
BUYER: Heather King  
PHONE: 605-773-2162

Addendum 2 is being issued for the following:

Contract # 17535 has been extended for one (1) year until April 30, 2024.

The New Commercial Price List has been incorporated; it will go into effect May 1, 2023.

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.

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

## IFB 2304 – Furniture and Related Products

NOTICE

ADDENDUM 1

DATE: April 1, 2022

BUYER: Heather King

PHONE: 605-773-2162

Addendum 1 is being issued for the following:

Contract # 17535 has been extended for one (1) year until April 30, 2023.

The New Commercial Price List has been incorporated; it will go into effect May 1<sup>st</sup>, 2022

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

**FURNITURE AND RELATED PRODUCTS  
NOTICE OF AWARDS**

Buyer: Heather King  
Phone: 605-773-2162  
Email: [Heather.King@state.sd.us](mailto:Heather.King@state.sd.us)

Date: May 1, 2021

1. **Contract Term:** This notice establishes contract(s) resulting from IFB # 2304 for a period of one year, from May 1, 2021 through April 30, 2022 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 six (6) past the contract expiration date. The State may renew contract(s) for up to five (5) additional one (1) year periods. The State will review price lists, state agency's need, contract sales data and contractor performance to determine whether to renew each contract for another year. If a contract(s) is renewed, a notice shall be given by the State to the contractor(s) at least 60 days prior to the termination of the contract, and the contractor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.
3. **Pricing:** Pricing shall remain firm for the first year of the contract. The manufacturer may update their Published Commercial Price List once per year thereafter. The manufacturer must submit their request to update their Published Commercial Price List at least ninety (90) calendar days prior to the effective date. Any update to the price list will not be effective unless approved by the Office of Procurement Management via an amendment to the contract. If the request is approved, the adjustment to Published Commercial Price List will carry a price guarantee period of twelve (12) months and be effective on the date of the designated effective date specified on the contract amendment.

Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the manufacturer'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.

Manufacturer or their dealer(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. Deliveries shall be made at such time, place and in such quantities as shown on the Purchase Order. The delivery schedule will be agreed upon by the state and manufacturer or dealer prior to issuance of a formal Purchase Order.

“Dock Delivery” means unloading onto the ordering agency’s dock or drop shipped.

“Inside Delivery” means delivered inside the office of the ordering agency but does not include unpacking, assembly, or installation.

“Installation” means delivered, fully assembled, and set in place, ready for use, as well as removal of debris.

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 statement or invoices to the Office of Procurement Management; it will delay payment.**

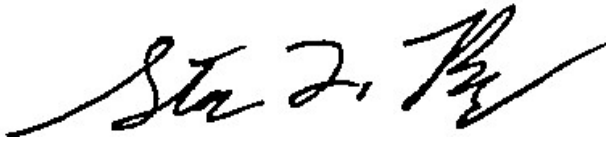
5. **Warranty:** Products shall be warranted for a minimum of 10 years. Warranty shall cover all parts, labor & freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse, and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the using agency. Vendor will use whatever means required to facilitate this warranty and will insure total satisfactory performance to the using agency.
6. **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.

7. **Required Sales Reporting:** The awarded contractor must submit sales reports biannually in MS Excel format to Heather King at [Heather.King@state.sd.us](mailto:Heather.King@state.sd.us) of the Office of Procurement Management. The reports must include the following information at the minimum: name of government customer (State agency, University, School, City); description of items purchased; date of purchase; contract unit price; and total extended price for each order. **These reports are due no more than 30 days after the end of each biannual reporting period below:**

**First half:      January 1<sup>st</sup> through June 30<sup>th</sup>**  
**Second half:    July 1<sup>st</sup> through December 31<sup>st</sup>**

8. **Purchase Orders:** State agencies under the Executive Branch must utilize the Office of Procurement Management to issue a Purchase Order for purchases exceeding \$4,000.00. Public universities and local units of government may follow their purchasing procedures and their own Purchase Order.
9. **State Purchasing Card:** Payment for items totally \$4,000 and below may be made with the South Dakota Purchasing Card (Citibank Master Card) if the contractor accepts it. For more information please check with the contractor.



**Steven Berg, Director  
Office of Procurement Management**

**Contractor**

**Nightingale Corporation**  
2301 Dixie Rd  
Mississauga, ONT L4Y 1Z9

Manufacturer Contact  
Anna Marto  
Phone: 1-800-363-8954 ext303  
Email:  
[anna@nightingalechairs.com](mailto:anna@nightingalechairs.com)

Sales Contact  
Anna Marto  
Phone: 1-800-363-8954 ext303  
Email: [anna@nightingalechairs.com](mailto:anna@nightingalechairs.com)

Contract #17535  
Vendor Number #12619701

**\*For authorized local dealers see attached list.**