

NOTICE

ADDENDUM 5

DATE: January 2, 2024

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 5 is being issued for the following:

Fuel Price Adjustment per contract terms to take effect on loads delivered on or after January 5, 2024.

Steven L. Berg, Director



NOTICE

ADDENDUM 4

DATE: December 4, 2023

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 4 is being issued for the following:

Fuel Price Adjustment per contract terms to take effect on loads delivered on or after December 6, 2023.

Steven L. Berg, Director



NOTICE

ADDENDUM 3

DATE: November 2, 2023

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 3 is being issued for the following:

Fuel Price Adjustment per contract terms to take effect on loads delivered on or after November 7, 2023.

Steven L. Berg, Director



NOTICE

ADDENDUM 2

DATE: October 5, 2023

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 2 is being issued for the following:

Fuel Price Adjustment per contract terms to take effect on loads delivered on or after October 6, 2023.

Steven L. Berg, Director



NOTICE

ADDENDUM 1

DATE: September 5, 2023

BUYER: Scott Nelson

PHONE: 605-773-4275

Addendum 1 is being issued for the following:

Fuel Price Adjustment per contract terms to take effect on loads delivered on or after September 6, 2023.

Steven L. Berg, Director





ROAD CHEMICALS NOTICE OF AWARDS

Buyer: Scott Nelson Phone: 605-773-4275 Fax: 605-773-4840

Email: Scott.Nelson@state.sd.us

Date: July 24, 2023

- 1. <u>Contract Term:</u> This notice establishes contract(s) resulting from Solicitation # 8876 for one (1) year, from August 1, 2023, through July 31, 2024, 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. Price increases will not be considered until this contract has been in effect for 180 days. Written requests for price escalation must be supported by dated manufacturer'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.

Fuel cost adjustments will be made monthly, if required, by SD DOT.

- **4.** <u>Delivery:</u> All orders shall be shipped F.O.B. destination with all transportation and handling charges paid for by the vendor. Delivery shall be made in accordance with the specifications and terms contained in the bid documents.
- 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.

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. 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.
- 8. 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 AS IT ONLY DELAYS PAYMENT.

Steven L. Berg, Director

Office of Procurement Management

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Contractors:

Blackstrap Inc.
Box 258
Neligh, NE 68756
Contact: Alex Hughes
Phone: 402-887-5658
alex@blackstrapinc.com
Vendor #: 12241692

Vendor #: 12241692 Contract #: 17792

Dustbusters PO Box 15 Evanston, WY 82931

Contact: Todd Pendleton Phone: 307-789-3878 todd@dustbustersinc.com

> Vendor #: 12622888 Contract #: 17794

Nebraska Salt & Grain

115 W 16th Street Gothenburg, NE 69138 Contact: Kristy Wolf Phone: 308-537-7191 workorders@nsgco.com

> Vendor #: 12627168 Contract #: 17796

Central Salt

1420 State Road 14 Lyons, KS 67554 Contact: Lori Young Phone: 800-879-7258 lyoung@centralsalt.com

Vendor #: 12339919 Contract #: 17793

Johnson Feed

305 W. Industrial Road Canton, SD 57103 Contact: David Richards Phone: 605-764-7390 davidr@johnsonfeedinc.com

Vendor #: 12033894-02 Contract #: 17795

Line #	Description	UOM	Vendor	Price	Contract #
Lille #	Road Salt	OOW	<u>vendor</u>	FIICE	Contract #
1	Road Salt - Webster/Aberdeen/Britton	Ton	Central Salt	\$88.43	17793
2	Road Salt - Faulkton/Ipswich/Leola	Ton	Central Salt	\$89.47	17793
3	Road Salt - Watertown/Brookings/Clear Lake/Hayti	Ton	Central Salt	\$77.65	17793
4	Road Salt - Sisseton/Summit/Milbank	Ton	Central Salt	\$82.50	17793
5	Road Salt - DeSmet/Clark/Huron	Ton	Central Salt	\$74.68	17793
6	Road Salt - Miller/Redfield/Highmore	Ton	Central Salt	\$73.51	17793
7	Road Salt - Armour (No Pups)/Bonesteel/Platte/Jct. SD44 & SD47	Ton	Central Salt	\$69.86	17793
8	Road Salt - Mitchell/Salem	Ton	Central Salt	\$72.39	17793
9	Road Salt - Chamberlain/Plankinton/Woonsocket	Ton	Central Salt	\$72.14	17793
10	Road Salt - Sioux Falls/Lennox	Ton	Central Salt	\$72.21	17793
11	Road Salt - Madison/Flandreau	Ton	Central Salt	\$74.39	17793
12	Road Salt - Junction City/Beresford	Ton	Central Salt	\$65.63	17793
13	Road Salt - Tyndall/Menno/Yankton	Ton	Central Salt	\$65.89	17793
14	Road Salt - Pierre/Gettysburg	Ton	Central Salt	\$78.85	17793
15	Road Salt - Hayes/Phillip	Ton	Central Salt	\$82.78	17793
16	Road Salt - Mobridge/Selby/Herried	Ton	Central Salt	\$93.76	17793
17	Road Salt - McIntosh/Eagle Butte/Isabel	Ton	Central Salt	\$101.10	17793
18	Road Salt - Presho/Reliance/Kadoka/Murdo	Ton	Central Salt	\$82.28	17793
19	Road Salt - Winner/Martin/Mission/White River	Ton	Central Salt	\$81.69	17793
20	Road Salt - Bison/Faith/Lemmon	Ton	Blackstrap	\$105.35	17792
21	Road Salt - Belle Fourche/Buffalo/Newell	Ton	Central Salt	\$96.31	17793
22	Road Salt - Custer/Keystone Wye (No Pups)/Hermosa	Ton	Central Salt	\$96.21	17793
23	Road Salt - Hot Springs/Edgemont/Oelrichs	Ton	Nebraska Salt & Grain	\$94.85	17796
24	Road Salt - Sturgis/Deadwood/Spearfish	Ton	Central Salt	\$92.13	17793
25	Road Salt - Rapid City/Wall	Ton	Nebraska Salt & Grain	\$98.87	17796
Brining Salt					
26	Brining Salt - Mitchell	Ton	Johnson Feed	\$144.94	17795
27	Brining Salt - Rapid City	Ton	Johnson Feed	\$136.94	17795
	Liquid Magnesium Chloride				
28	Liquid Magnesium Chloride - Pierre/Gettysburg	Gallon	Dustbusters	\$1.60	17794
29	Liquid Magnesium Chloride - Hayes/Phillip	Gallon	Dustbusters	\$1.60	17794
30	Liquid Magnesium Chloride - Presho/Reliance/Kadoka/Murdo	Gallon	Dustbusters	\$1.55	17794
31	Liquid Magnesium Chloride - Winner/White River/Mission/Martin	Gallon	Dustbusters	\$1.60	17794
32	Liquid Magnesium Chloride - Mobridge/Selby/Herried	Gallon	Dustbusters	\$1.60	17794
33	Liquid Magnesium Chloride - Mcintosh/Isabel/Eagle Butte	Gallon	Dustbusters	\$1.60	17794
34	Liquid Magnesium Chloride - Rapid City/Wall	Gallon	Dustbusters	\$1.41	17794
35	Liquid Magnesium Chloride - Newell/Buffalo/Belle Fourche	Gallon	Dustbusters	\$1.44	17794
36	Liquid Magnesium Chloride - Faith/Bison	Gallon	Dustbusters	\$1.49	17794
37	Liquid Magnesium Chloride - Custer/Keystone Wye/Hermosa	Gallon	Dustbusters	\$1.41	17794
38	Liquid Magnesium Chloride - Deadwood/Sturgis/Spearfish	Gallon	Dustbusters	\$1.41	17794
39	Liquid Magnesium Chloride - Hot Springs/Oelrichs/Edgemont	Gallon	Dustbusters	\$1.44	17794