

**BITUMINOUS MATERIALS
NOTICE OF AWARDS**

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

Date: February 20, 2024

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation # 24IFB9547 for a period of one year, from March 1, 2024 through February 28, 2025 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 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:** Price increases will not be considered until the contract has been in effect for 180 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 30 days 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.

5. Compliance With Executive Order 2023-02:

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.

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. 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 orders shall be shipped F.O.B. destination with all transportation and handling charges paid for by the vendor. Deliveries shall be made at such time, place and in such quantities as shown on the Purchase Order.
9. 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

CONTRACTORS:

Crafco Inc.

6165 W. Detroit Str.
Chandler, AZ 85226
Contact: Angie Hoaglin
Phone: 602-276-0406
Email: angie.hoaglin@crafco.com

Vendor #: 12318172
CONTRACT #: 17820

Jebro, Inc.

2303 Bridgeport Dr.
Sioux City, IA 51111
Contact: Sarah T. Bradshaw
Phone: 800-831-8037
Email: sarah.bradshaw@jebro.com

Vendor #: 12033036
CONTRACT #: 17821

Midstates Equipment & Supply

606 County Road 1
Mountain Lake, MN 56159
Contact: Jackie Strom
Phone: 800-929-3807
Email:
midstates@midstatesequipment.net

Vendor #: 12657609
CONTRACT #: 17822

Simon Contractors

PO Box 2720
Rapid City, SD 57709
Contact: Garret Aman
Phone: 605-394-3320
Email: gaman@simonteam.com

Vendor #: 12047408
CONTRACT #: 17823

White Cap

2575 Kasota Ave.
St. Paul, MN 55108
Contact: Jason Harder
Phone: 605-368-4329
Email: jason.harder@whitecap.com

Vendor #: 12700016
CONTRACT #: 17824

<u>Line #</u>	<u>Description</u>	<u>UOM</u>	<u>Vendor</u>	<u>Price</u>	<u>Contract #</u>
1	Cationic Asphalt Emulsion (CSS-1H), Aberdeen Area	Ton	No Award	NA	NA
2	Mastic Repair Material for Asphalt (Black) (Boxless), Aberdeen Area	Pound	Midstates	\$0.60	17822
3	Ationic Asphalt Emulsion (SS-1H), Belle Fourche Area	Ton	Simon Contractors	\$755.00	17823
4	High Float Emulsified Asphalt (AE-150S) , Belle Fourche Area	Ton	Simon Contractors	\$780.00	17823
5	Mastic Repair Material for Asphalt (Black) (Boxless), Belle Fourche Area	Pound	Midstates	\$0.60	17822
6	Ationic Asphalt Emulsion (SS-1H), Custer Area	Ton	Simon Contractors	\$740.00	17823
7	Hot Poured Elastic Joint Sealer (Boxless), Custer Area	Pound	White Cap	\$0.68	17824
8	Mastic Repair Material for Asphalt (Black) (Boxless), Custer Area	Pound	Midstates	\$0.60	17822
9	Cationic Asphalt Emulsion (CSS-1H), Huron Area	Ton	No Award	NA	NA
10	Mastic Repair Material for Asphalt (Black) (Boxless), Huron Area	Pound	Midstates	\$0.60	17822
11	Cationic Asphalt Emulsion (CRS-2), Mitchell Area	Ton	Jebro	\$847.00	17821
12	Cationic Asphalt Emulsion (CSS-1H), Mitchell Area	Ton	Jebro	\$847.00	17821
13	Hot Poured Elastic Joint Sealer (Boxless), Mitchell Area	Pound	White Cap	\$0.68	17824
14	Mastic Repair Material for Asphalt (Black) (Boxless), Mitchell Area	Pound	Midstates	\$0.60	17822
15	High Float Emulsified Asphalt (AE-150S) , Mobridge Area	Ton	Simon Contractors	\$712.00	17823
16	Mastic Repair Material for Asphalt (Black) (Boxless), Mobridge Area	Pound	Midstates	\$0.60	17822
17	Mastic Repair Material for Concrete (Gray) (Boxless), Mobridge Area	Pound	White Cap	\$1.35	17824
18	Crumb Rubber Asphalt Crack Sealer, Pierre Area	Pound	Crafco	\$0.7353	17820
19	Mastic Repair Material for Asphalt (Black) (Boxless), Pierre Area	Pound	Midstates	\$0.60	17822
20	Hot Poured Elastic Joint Sealer (Boxless), Pierre Area	Pound	White Cap	\$0.68	17824
21	Mastic Repair Material for Asphalt (Black) (Boxless), Rapid City Area	Pound	Midstates	\$0.60	17822
22	Cationic Asphalt Emulsion (CSS-1H), Sioux Falls Area	Ton	Jebro	\$817.00	17821
23	Hot Poured Elastic Joint Sealer (Boxless), Sioux Falls Area	Pound	White Cap	\$0.68	17824
24	Mastic Repair Material for Asphalt (Black) (Boxless), Sioux Falls Area	Pound	Midstates	\$0.60	17822
25	Cationic Asphalt Emulsion (CSS-1H), Watertown Area	Ton	No Award	NA	NA
26	Hot Poured Elastic Joint Sealer (Boxless), Watertown Area	Pound	White Cap	\$0.68	17824
27	Mastic Repair Material for Asphalt (Black) (Boxless), Watertown Area	Pound	Midstates	\$0.60	17822
28	High Float Emulsified Asphalt (AE-150S) , Winner Area	Ton	Simon Contractors	\$910.00	17823
29	Medium Curing Cut-Back Asphalt (MC-250), Winner Area	Ton	Jebro	\$1,198.00	17821
30	Crumb Rubber Asphalt Crack Sealer, Winner Area	Pound	Crafco	\$0.7353	17820
31	Cationic Asphalt Emulsion (CRS-2), Yankton Area	Ton	No Award	NA	NA
32	Cationic Asphalt Emulsion (CSS-1H), Yankton Area	Ton	Jebro	\$808.00	17821
33	Hot Poured Elastic Joint Sealer (Boxless), Yankton Area	Pound	White Cap	\$0.68	17824
34	Mastic Repair Material for Asphalt (Black) (Boxless), Yankton Area	Pound	Midstates	\$0.60	17822