

**GLASS BEADS FOR TRAFFIC PAINT
NOTICE OF AWARDS**

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

Date: March 18, 2024

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation # 24IFB10030 for a period of one year, from April 1, 2024 through March 31, 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 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:

3M Company

3M Center, Bldg. 225-3S-05

St. Paul, MN 55144

Contact: Angel Thao

Phone: 800-553-1380

Email: tbidgroup@mmm.com

Vendor #: 12020948-09

Contract #: 17836

Potters Industries, LLC

300 Lindenwood Drive

Malvern, PA 19355

Contact: Becky Tarkenton

Phone: 445-895-3236

Email:

Becky.tarkenton@pottersindustries.com

Vendor #: 12011400

Contract #: 17837

IFB 10030 - Beads for Traffic Paint

Line #	Description	UOM	Vendor	Item Manufacturer & Part Number	Price	Contract
1	Traffic Beads, Ceramic, White	28 Pound Bag	3M Company	3M Company - AWP Elements 50/50E	\$300.44	17836
	Traffic Beads, Ceramic, White	400 Pound Drum	3M Company	3M Company - AWP Elements 50/50E	\$4,072.00	17836
2	Traffic Beads, Ceramic, Yellow	28 Pound Bag	3M Company	3M Company - AWP Elements 51/51E	\$300.44	17836
	Traffic Beads, Ceramic, Yellow	400 Pound Drum	3M Company	3M Company - AWP Elements 51/51E	\$4,072.00	17836
3	Traffic Beads, Glass	1 Ton Purchase	Potter's Industries	Potter's	\$1,148.00	17837