

**HERBICIDES ANNUAL
NOTICE OF AWARDS**

Buyer: Andy Mobley
Phone: 605-773-4278
Fax: 605-773-4840
Email: Andy.Mobley@state.sd.us

Date: February 12, 2024

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation # 24IFB9710, from February 12, 2024, through January 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 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 90 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, 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:** 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.
- 5. 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.

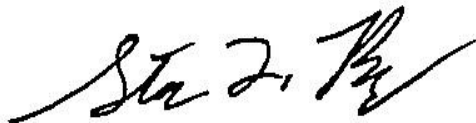
It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would 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.

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 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

Contractors:

**Heritage Landscape Supply Group
Inc.**
7440 State Highway 121
McKinney, TX 75070
Contact: Jeff Baker
Phone: (207) 606-9119
Email: jeff.baker@heritageppg.com

Nutrien Ag Solutions, Inc.
3005 Rocky Mountain Avenue
Loveland, CO 80538
Contact: William J. Walker
Phone: (866) 642-3800
Fax: (605) 642-3784
Email: william.walker@nutrien.com

Van Diest Supply Co.
P.O. Box 610
Webster City, IA 50595-0610
Contact: Rex Eschliman
Phone: (605) 222-3939
Fax:
Email: rex.eschliman@vdsc.com

**Vendor: 12713418
Contract: 17815**

**Vendor: 12003060 02
Contract: 17816**

**Vendor: 12024788
Contract: 17817**

| Herbicide Annual 2024 | | | | | | | | |
|-----------------------|---|---------------------------|-----------------|--------------|------------|-----------|-------------|------------|
| # | Description | Product Name | EPA # | UOM | Price | Vendor | Vendor # | Contract # |
| 1 | 2,4-D AMINE 4 OR 3.8 POUNDS PER GALLON ACID | Alligare 2,4-D Amine | 34704-120 | 2X2.5 Gallon | \$60.50 | Nutrien | 12003060 02 | 17816 |
| 2 | 2,4-D LOW VOLATILE ESTER 4 POUNDS PER GALLON | Loveland 4lb. 2,4-D Ester | 34704-124 | 2X2.5 Gallon | \$70.50 | Nutrien | 12003060 02 | 17816 |
| 3 | 2,4-D LOW VOLATILE ESTER 6 POUNDS PER GALLON | Alligare 6lb | 81927-39 | 2X2.5 Gallon | \$72.50 | Nutrien | 12003060 02 | 17816 |
| 4 | 2,4-D LABELED FOR AQUATIC USE | Premium 4lb | 11773-2 | 2X2.5 Gallon | \$60.50 | Van Diest | 12024788 | 17817 |
| 5 | 2,4-D DRY GRANULAR | Navigate | 228-378-8959 | 1X50 Pound | \$230.00 | Nutrien | 12003060 02 | 17816 |
| 6 | PICLORAM 2 POUNDS PER GALLON (TORDON 22 K) | Tordon 22K | 62719-6 | 2X2.5 Gallon | \$251.10 | Nutrien | 12003060 02 | 17816 |
| 7 | PICLORAM 2 POUNDS PER GALLON | Picloram 22K | 81927-18 | 2X2.5 Gallon | \$243.64 | Heritage | 12713418 | 17815 |
| 8 | PICLORAM 2 POUNDS PER GALLON F | Picloram 22K | 81927-18 | 2X2.5 Gallon | \$243.64 | Heritage | 12713418 | 17815 |
| 9 | PICLORAM .54 POUNDS PER GALLON | Pathway | 62719-31 | 2X2.5 Gallon | \$179.50 | Van Diest | 12024788 | 17817 |
| 10 | PICLORAM .+2,4-D ESTER (AKA GRAZON) | Grazon P+D | 62719-182 | 2X2.5 Gallon | \$167.40 | Nutrien | 12003060 02 | 17816 |
| 11 | PICLORAM .+2,4-D GRASLAN L | Grazon PH3 | 62719-655 | 2X2 Gallon | \$106.60 | Nutrien | 12003060 02 | 17816 |
| 12 | DICAMBA 4 POUNDS PER GALLON (AKA BANVEL) | Rifle | 34704-861 | 2X2.5 Gallon | \$133.50 | Nutrien | 12003060 02 | 17816 |
| 13 | DICAMBA + DIFFLUFENZOPYR (AKA OVERDRIVE) | Overdrive | 7969-150 | 4X7.5 Pound | \$1,158.00 | Van Diest | 12024788 | 17817 |
| 14 | DICAMBA 1 POUNDS PER GALLON +2,4-D 2.87 POUNDS PER GALLON | Alligare Dicamba+2,4-D | 81927-42 | 2X2.5 Gallon | \$75.50 | Nutrien | 12003060 02 | 17816 |
| 15 | GLYPHOSATE 3 POUNDS PER GALLON ACID 4 POUNDS PER GALLON ACTIVE (AKA ROUNDUP PRO) FOR INDUSTRIAL TURF AND ORNEMENTAL | Buccaneer Plus | 55467-9 | 2X2.5 Gallon | \$66.25 | Van Diest | 12024788 | 17817 |
| 16 | GLYPHOSATE 3 POUNDS PER GALLON ACID 4 POUNDS PER GALLON ACTIVE (AKA ROUNDUP) AGRICULTURE AND NON CROP USES | Buccaneer Plus | 55467-9 | 2X2.5 Gallon | \$66.25 | Van Diest | 12024788 | 17817 |
| 17 | GLYPHOSATE 3.75L POUNDS PER GALLON AE 5 POUNDS PER GALLON ACTIVE AGRICULTURE AND NON CROP USES | Mad Dog 5.4 | 34704-929 | 2X2.5 Gallon | \$83.00 | Nutrien | 12003060 02 | 17816 |
| 18 | GLYPHOSATE 4.5 POUNDS PER GALLON AE 5.5 POUNDS PER GALLON ACTIVE AGRICULTURE AND NON CROP USES | Mad Dog 5.4 | 34704-929 | 2X2.5 Gallon | \$83.00 | Nutrien | 12003060 02 | 17816 |
| 19 | GLYPHOSATE 5.5 POUNDS PER GALLON (AKA ROUNDUP) AGRICULTURE AND NON CROP USES | Mad Dog 5.4 | 34704-929 | 2X2.5 Gallon | \$83.00 | Nutrien | 12003060 02 | 17816 |
| 20 | GLYPHOSATE LABELED FOR AQUATIC USE (AKA RODEO) | Roundup Custom | 524-343 | 2X2.5 Gallon | \$114.04 | Heritage | 12713418 | 17815 |
| 21 | GLYPHOSATE DRY GRANULAR | Roundup QuickPro | 524-535 | 6.8 Pound | \$340.00 | Van Diest | 12024788 | 17817 |
| 22 | GLYPHOSATE 9.83 POUNDS PER GALLON | Buccaneer Plus | 55467-9 | 2X2.5 Gallon | \$66.25 | Van Diest | 12024788 | 17817 |
| 23 | IMAZAPYR 2 POUNDS PER GALLON | Polaris | 228-534 | 2X2.5 Gallon | \$284.30 | Nutrien | 12003060 02 | 17816 |
| 24 | IMAZAPYR 2 POUNDS PER GALLON FOR AQUATIC USE (AKA HABITAT) | Polaris | 228-534 | 2X2.5 Gallon | \$284.30 | Nutrien | 12003060 02 | 17816 |
| 25 | IMAZAPYR 2 POUNDS PER GALLON (AKA ARSENAL) | Polaris | 228-534 | 2X2.5 Gallon | \$284.30 | Nutrien | 12003060 02 | 17816 |
| 26 | IMAZAPYR 2 POUNDS PER GALLON TREE AND BRUSH USE (AKA STALKER) | Polaris | 228-534 | 2X2.5 Gallon | \$284.30 | Nutrien | 12003060 02 | 17816 |
| 27 | TRICLOPYR 4 POUNDS PER GALLON (AKA GARLON A) TRICLOPYR 3 POUNDS PER GALLON FOR AQUATIC USE | Element 4 | 62719-40 | 2X2.5 Gallon | \$283.00 | Nutrien | 12003060 02 | 17816 |
| 28 | (AKA GARLON 3A) | Alligare Triclopyr 3 | 81927-13 | 2X2.5 Gallon | \$158.00 | Nutrien | 12003060 02 | 17816 |
| 29 | IMAZAPIC 2 POUNDS PER GALLON (AKA PLATEAU) | Panoramic 2SL | 66222-141-81927 | 2X2.5 Gallon | \$536.00 | Nutrien | 12003060 02 | 17816 |
| 30 | CHLORSULFURON (AKA TELAR) | Alligare | 81927-43 | 8X16 Ounce | \$1,382.40 | Nutrien | 12003060 02 | 17816 |
| 31 | METSULFURON (AKA ESCORT ALLY) | Alligare MSM 60 | 81927-7 | 8X16 Ounce | \$228.09 | Heritage | 12713418 | 17815 |

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|----|---|---|-----------|---------------|----------|-----------|-------------|-------|
| 32 | CLOPYRALID 3 POUNDS PER GALLON (AKA STINGER TRANSLINE) | Transline | 62719-259 | 2X2.5 Gallon | \$710.50 | Van Diest | 12024788 | 17817 |
| 33 | CLOPYRALID 0.38 POUNDS PER GALLON +2,4-D 2 POUNDS PER GALLON (AKA CURTAIL) | Curtil | 62719-48 | 2X2.5 Gallon | \$289.50 | Van Diest | 12024788 | 17817 |
| 34 | CLOPYRALID 0.75 POUNDS PER GALLON +TRICLOPYR 2.25 POUNDS PER GALLON (AKA REDEEM) | Quili-Pro 2-D Pre-Mix | 53883-377 | 1X4 Gallon | \$281.20 | Van Diest | 12024788 | 17817 |
| 35 | AMINOPYRAID .33 POUNDS PER GALLON +2,4-D 2.67 POUNDS PER GALLON (AKA FOREFRONT) | GrazonNext HL | 62719-628 | 2X2 Gallon | \$186.80 | Nutrien | 12003060 02 | 17816 |
| 36 | SIMAZINE 4 POUNDS PER GALLON LIQUID (AKA PRINCEP 4L) | Princep 4L | 100-526 | 2X2.5 Gallon | \$114.75 | Van Diest | 12024788 | 17817 |
| 37 | SIMAZINE WDG | Princep Caliber 90 | 100-603 | 1X25 Pound | \$120.25 | Nutrien | 12003060 02 | 17816 |
| 38 | PROMETONE 2 POUNDS PER GALLON (AKA PRAMATOL 25 E) | Pramitol 25E | 66222-22 | 2X2.5 Gallon | \$172.70 | Nutrien | 12003060 02 | 17816 |
| 39 | IMAZAPYR + DIURON (AKA SAHARA) | Mojave 70 EG | 81927-25 | 10X5 Pound | \$402.50 | Van Diest | 12024788 | 17817 |
| 40 | DIURON 4 POUNDS PER GALLON (AKA DIURON 4L) | Diuron 4L | 34704-854 | 2X2.5 Gallon | \$106.50 | Van Diest | 12024788 | 17817 |
| 41 | DIURON DF | Diuron 80 DF | 81927-12 | 10X5 Pound | \$220.00 | Van Diest | 12024788 | 17817 |
| 42 | FLUMIOXAZIN (AKA PAYLOAD) | Payload | 59639-120 | 2X192 Ounce | \$802.56 | Nutrien | 12003060 02 | 17816 |
| 43 | CHLORSULFURON+SULFORMETURON+SULFERTRAZONE | No Award due to low price being controlled by manufacturer. | | | | | | |
| 44 | REIGN (ANTI DRIFT) | Reign LC | N/A | 12X32 Ounce | \$135.60 | Nutrien | 12003060 02 | 17816 |
| 45 | PRINCEP (DRY) | Princep Caliber 90 | 100-603 | 1X25 Pound | \$120.25 | Nutrien | 12003060 02 | 17816 |
| 46 | AQUA NEAT | AquaNeat | 228-365 | 2X2.5 Gallon | \$119.50 | Nutrien | 12003060 02 | 17816 |
| 47 | SNAP SHOT, 2.5TG, TRIFLURALIN 2%, IsSXABEN 5% | Snapshot 2.5 TG | 62719-175 | 1X50 Pound | \$91.80 | Heritage | 12713418 | 17815 |
| 48 | CROP OIL | Corn Belt 17% | N/A | 2X2.5 Gallon | \$51.85 | Van Diest | 12024788 | 17817 |
| 49 | METHYLATED SEED OIL | Sunwet | N/A | 2X2.5 Gallon | \$70.50 | Van Diest | 12024788 | 17817 |
| 50 | NON IONIC | Brewer 90-10 | N/A | 2X2.5 Gallon | \$45.25 | Van Diest | 12024788 | 17817 |
| 51 | BARK OIL | Brewer JLB Plus Oil | N/A | 2X2.5 Gallon | \$66.50 | Van Diest | 12024788 | 17817 |
| 52 | SPRAY PATTERN INDICATOR LIQUID (SPRAY TRACER) | Mystic SPI | N/A | 2X2.5 Gallon | \$98.11 | Heritage | 12713418 | 17815 |
| 53 | SPRAY PATTERN INDICATOR DRY (AKA HI-LITE) | Big Foot Blue WSB | N/A | 50X2 Ounce | \$136.20 | Van Diest | 12024788 | 17817 |
| 54 | AMMONIUM SULFATE | Premium AMS | N/A | 1X51.85 Pound | \$16.07 | Van Diest | 12024788 | 17817 |
| 55 | RoundUp Quick Pro SC Liquid | RoundUp QuikPro | 432-1532 | 2X2.5 Gallon | \$294.70 | Nutrien | 12003060 02 | 17816 |
| 60 | Water Conditioner | Weather Master | N/A | 2X2.5 Gallon | \$80.00 | Nutrien | 12003060 02 | 17816 |