

**HERBICIDES ANNUAL  
NOTICE OF AWARDS**

Buyer: Andy Mobley  
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Email: [Andy.Mobley@state.sd.us](mailto: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.

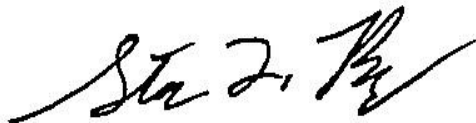
It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would 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](mailto: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](mailto:william.walker@nutrien.com)

**Van Diest Supply Co.**  
P.O. Box 610  
Webster City, IA 50595-0610  
Contact: Tom Hedrick  
Phone: (605) 222-3939  
Fax: (402) 379-2227  
Email: [tom.hedrick@vdsc.com](mailto:tom.hedrick@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

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