

**BITUMINOUS MATERIALS FOR DOT**

**NOTICE OF AWARDS**

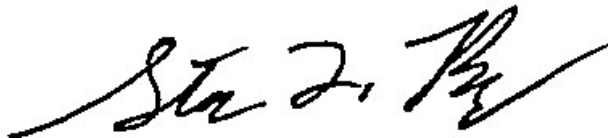
Buyer: Scott Nelson, 006  
Phone: 605-773-4275  
Fax: 605-773-4840  
Email: [Scott.Nelson@state.sd.us](mailto:Scott.Nelson@state.sd.us)

Date: February 10, 2022

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation # 2630 for a period of one year, from March 1, 2022 through February 28, 2023 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. 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.

6. 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.
7. 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.
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 STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.

A handwritten signature in black ink, appearing to read "Steven L. Berg". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steven L. Berg, Director  
Office of Procurement Management

## CONTRACTORS

**FPT Infrastructure**

PO Box 6007  
Mount Airy, NC 27030  
Contact: Dave McIntosh  
Phone: 720-323-7777  
Email:  
[David.mcintosh@fptinfrastructure.com](mailto:David.mcintosh@fptinfrastructure.com)

**Vendor #: 12677628**  
**CONTRACT #: 17648**

**Jebro, Inc.**

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

**Vendor #: 12033036**  
**CONTRACT #: 17649**

**Midstates Equipment & Supply**

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

**Vendor #: 12657609**  
**CONTRACT #: 17650**

**Simon Contractors**

PO Box 2720  
Rapid City, SD 57709  
Contact: Garret Aman  
Phone: 605-394-3300  
Email: [gaman@simonteam.com](mailto:gaman@simonteam.com)

**Vendor #: 12047408**  
**CONTRACT #: 17651**

Bituminous Materials					
Line #	Description	UOM	Vendor	Price	Contract #
1	Cationic Asphalt Emulsion (CSS-1H), Aberdeen Area	Ton	No Award	N/A	N/A
2	Mastic Repair Material for Asphalt (Black) (Boxless), Aberdeen Area	Pound	FPT	\$0.62	17648
3	Mastic Repair Material for Concrete (Gray) (Boxless), Aberdeen Area	Pound	FPT	\$1.35	17648
4	Cationic Asphalt Emulsion (CSS-1H), Belle Fourche Area	Ton	No Award	N/A	N/A
5	High Float Emulsified Asphalt (AE-150S) , Belle Fourche Area	Ton	Simon	\$621.00	17651
6	Hot Poured Elastic Joint Sealer (Boxless), Belle Fourche Area	Pound	MidStates	\$0.68	17650
7	Mastic Repair Material for Asphalt (Black) (Boxless), Belle Fourche Area	Pound	FPT	\$0.62	17648
8	Cationic Asphalt Emulsion (CSS-1H), Custer Area	Ton	No Award	N/A	N/A
9	High Float Emulsified Asphalt (AE-150S) , Custer Area	Ton	Simon	\$631.00	17651
10	Hot Poured Elastic Joint Sealer (Boxless), Custer Area	Pound	MidStates	\$0.68	17650
11	Mastic Repair Material for Asphalt (Black) (Boxless), Custer Area	Pound	MidStates	\$0.615	17650
12	Cationic Asphalt Emulsion (CSS-1H), Huron Area	Ton	No Award	N/A	N/A
13	Mastic Repair Material for Asphalt (Black) (Boxless), Huron Area	Pound	FPT	\$0.62	17648
14	Cationic Asphalt Emulsion (CRS-2), Mitchell Area	Ton	Jebro	\$720.00	17649
15	Cationic Asphalt Emulsion (CSS-1H), Mitchell Area	Ton	Jebro	\$720.00	17649
16	Hot Poured Elastic Joint Sealer (Boxless), Mitchell Area	Pound	MidStates	\$0.68	17650
17	Mastic Repair Material for Asphalt (Black) (Boxless), Mitchell Area	Pound	FPT	\$0.62	17648
18	High Float Emulsified Asphalt (AE-150S) , Mobridge Area	Ton	Simon	\$618.00	17651
19	Mastic Repair Material for Asphalt (Black) (Boxless), Mobridge Area	Pound	FPT	\$0.62	17648
20	Rubber Asphalt Crack Sealant (Boxless), Mobridge Area	Pound	Please see instructions below.		
21	Cationic Asphalt Emulsion (CSS-1H), Pierre Area	Ton	No Award	N/A	N/A
22	Mastic Repair Material for Asphalt (Black) (Boxless), Pierre Area	Pound	MidStates	\$0.615	17650
23	Rubber Asphalt Crack Sealant (Boxless), Pierre Area	Pound	Please see instructions below.		
24	High Float Emulsified Asphalt (AE-150S) , Rapid City Area	Ton	Simon	\$630.00	17651
25	Hot Poured Elastic Joint Sealer (Boxless), Rapid City Area	Pound	MidStates	\$0.70	17650
26	Mastic Repair Material for Asphalt (Black) (Boxless), Rapid City Area	Pound	MidStates	\$0.615	17650
27	Mastic Repair Material for Concrete (Gray) (Boxless), Rapid City Area	Pound	FPT	\$1.35	17648
28	Cationic Asphalt Emulsion (CSS-1H), Sioux Falls Area	Ton	Jebro	\$697.10	17649
29	Hot Poured Elastic Joint Sealer (Boxless), Sioux Falls Area	Pound	MidStates	\$0.68	17650
30	Mastic Repair Material for Asphalt (Black) (Boxless), Sioux Falls Area	Pound	FPT	\$0.62	17648
31	Cationic Asphalt Emulsion (CSS-1H), Watertown Area	Ton	No Award	N/A	N/A
32	Mastic Repair Material for Asphalt (Black) (Boxless), Watertown Area	Pound	MidStates	\$0.615	17650
33	Rubber Asphalt Crack Sealant (Boxless), Watertown Area	Pound	Please see instructions below.		
34	High Float Emulsified Asphalt (AE-150S) , Winner Area	Ton	Simon	\$638.00	17651
35	Mastic Repair Material for Asphalt (Black) (Boxless), Winner Area	Pound	FPT	\$0.62	17648
36	Medium Curing Cut-Back Asphalt, Winner Area	Ton	Jebro	\$994.80	17649
37	Rubber Asphalt Crack Sealant (Boxless), Winner Area	Pound	Please see instructions below.		
38	Cationic Asphalt Emulsion (CRS-2), Yankton Area	Ton	No Award	N/A	N/A
39	Cationic Asphalt Emulsion (CSS-1H), Yankton Area	Ton	Jebro	\$689.75	17649
40	Hot Poured Elastic Joint Sealer (Boxless), Yankton Area	Pound	MidStates	\$0.68	17650
41	Mastic Repair Material for Asphalt (Black) (Boxless), Yankton Area	Pound	FPT	\$0.62	17648

The following locations and product will need to be obtained with a quote. Please submit a requisition with an attached copy of the quote to SD OPM. Contact Scott Nelson with any questions: 605.773.4275 or [scott.nelson@state.sd.us](mailto:scott.nelson@state.sd.us).

- Rubber Asphalt Crack Sealant (Boxless), Mobridge Area
- Rubber Asphalt Crack Sealant (Boxless), Pierre Area
- Rubber Asphalt Crack Sealant (Boxless), Watertown Area
- Rubber Asphalt Crack Sealant (Boxless), Winner Area