

RESOLUTION NO. 24- 31

A RESOLUTION AUTHORIZING THE PURCHASE OF BULK ROAD SALT – ASTM 1 GR 1, BASED UPON THE PRICE ESTABLISHED THROUGH THE STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, BID PROCESS

WHEREAS, the Brookings County Highway Department will need Bulk Road Salt – ASTM 1 Gr 1 in 2025; and

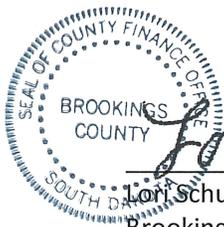
WHEREAS, the STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, has recently gone through a competitive bidding process for Bulk Road Salt – ASTM 1 Gr 1, such bidding process culminating prices being set from 06-01-2024 to 06-01-2025; and

WHEREAS, BLACK STRAP INC., was the lowest responsible bidder under such STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, bid process and BLACK STRAP INC. is willing to sell Bulk Road Salt – ASTM 1 Gr 1 to BROOKINGS COUNTY under the same terms and options as available to the STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, a copy of such bid specifications and bid having been filed at the Brookings County Finance Office; and

WHEREAS, pursuant to SDCL 5-18A-22, BROOKINGS COUNTY is authorized to purchase materials from any active contract that has been awarded by any governmental entity by competitive sealed bids or competitive sealed proposals or from any contract that was competitively solicited and awarded within the previous twelve months.

NOW THEREFORE BE IT RESOLVED that the Brookings County Highway Department is hereby authorized and directed to purchase on an as needed basis Bulk Road Salt – ASTM 1 Gr 1 from BLACK STRAP INC. based upon the bid prices, or less, as established through the competitive bidding process of the STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION. A copy of the State of South Dakota Department of Transportation, bid specifications and prices are available in Brookings County Finance Office.

Adopted this 20th day of August 2024.





Lori Schultz
Brookings County Finance Officer



Larry Jensen, Chairperson
Brookings County Commission



De-Icing Products, Fleet Dispatch, Logistics Management
www.blackstrapinc.com

Billing: PO Box 258
Neligh Warehouse 84601 Airport Rd, Neligh, Ne 68756
Ashland Warehouse, 706 Hwy 6, Ashland, Ne 68003

Ordering and Scheduling Pickups: Marriah
402 887 5651 or marriah@blackstrapinc.com

Pricing and Contract Questions- Alex Hughes
402 887 5652 alex@blackstrapinc.com

Bulk and Packaged De-Icing Product Supply

2024-2025 BlackStrap, Inc Deicing Product Supply Pricing and Agreement Form. Salt Supplied is Standard ASTM 1 Grade 1 Rock Salt per the Mn, Ia, Ne, Sd, Wy, and other State Required Specifications. BlackMagic Treated Salt is a product working to -35F using a Clear Roads Approved Product.

Customer Information:

Billing:

Brookings County South Dakota and Cities
Within

Supplier Information:

BlackStrap Inc
PO Box 258 or 760 E Hwy 275
Neligh, Ne 68756
Ordering: marriah@blackstrapinc.com
Direct Phone: 402 887 5652 Fax: 402 887 5653

Prices are matched to State of South Dakota, or County, or City Public Bid Results/Awards.

Fill all Storage as Full as Possible before Oct 31

Order Additional Tonnage 3-4 Weeks ahead as needed during Winter Season. If you are using salt, Please order Salt, we do not want anyone to run out.

Terms: Net 30 Days or Applicable time.
Credit Cards Will have an Additional 3.60% Charge.

Ordering- Marriah@blackstrapinc.com
402 887 5652

Prices are All In Delivered by Hopper Bottom-To Request Rear Dump by Email/Call

Price Per TON of Bulk Road Salt – ASTM 1 Gr 1 -MN, SD, IA, &NE DOT Spec- **\$76.39/ton**

Price Per TON of BlackMagic Treated Salt -35°F - Used by many Counties, Cities, and States **\$160.00/ton**

Contract Period 6-1-2024 to 6-1-2025 Renewal Available for 2025-2026

As the customer, by signing below you are accepting the terms quoted as detailed above. If there are any questions or interest in other products such as Liquid Deicing, Sand/Gravel Mixes, BlackMagic Sidewalk Salt (-22°F), please feel free to call 402-887-5652 or email alex@blackstrapinc.com during normal business hours. Please feel free to reach out with any questions by phone or email. Thank you for your consideration for the 2024-2025 Winter De-Icing Season.

Contract Approval Signatures

BlackStrap, Inc

Date

Customer Signature

Date

Please return by Email to marriah@blackstrapinc.com, Fax 402 887 5653, or Mail to Blackstrap, Inc, PO Box 258, Neligh, Ne 68756. Thank you for your Business.



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

ROAD CHEMICALS NOTICE OF AWARDS

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

Date: July 24, 2024

1. **Contract Term:** This notice establishes contract(s) resulting from Solicitation #24IFB10967 for one (1) year, from August 1, 2024, through July 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 this contract has been in effect for 180 days. Written requests for price escalation must be supported by dated manufacturer's printed price sheets or similar documentary evidence. 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.

Fuel cost adjustments will be made monthly, if required, by SD DOT.

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

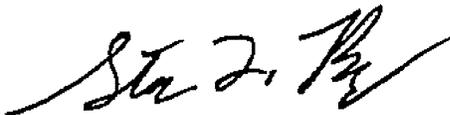
grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

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:

<p>Blackstrap Inc. Box 258 Neligh, NE 68756 Contact: Alex Hughes Phone: 402-887-5658 alex@blackstrapinc.com</p> <p>Vendor #: 12241692 Contract #: 17879</p>	<p>Central Salt 1420 State Road 14 Lyons, KS 67554 Contact: Lori Young Phone: 800-879-7258 young@centralsalt.com</p> <p>Vendor #: 12339919 Contract #: 17880</p>
<p>Doug Andrus Distributing 6300S 45th W Idaho Falls, ID 83402 Contact: Stockton Murdoch Phone: 208-533-6732 Stockton.murdoch@dougandrus.com</p> <p>Vendor #: 12721811 Contract #: 17881</p>	<p>Dustbusters PO Box 15 Evanston, WY 82931 Contact: Todd Pendleton Phone: 307-789-3878 todd@dustbustersinc.com</p> <p>Vendor #: 12622888 Contract #: 17882</p>
<p>Nebraska Salt & Grain 115 W 16th Street Gothenburg, NE 69138 Contact: Kristy Wolf Phone: 308-537-7191 bids@nsgco.com Vendor #: 12627168 Contract #: 17883</p>	<p>Rosane Construction PO Box 704 Custer, SD 57730 Contact: Jason Rosane Phone: 605-673-5050 jnrosane@hotmail.com</p> <p>Vendor #: 12157340 Contract #: 17884</p>

Road Chemicals

Item #	Item/Service (Required - Entity)	UOM	Vendor	Pricing	Contract #
1	Road Salt - Webster/Aberdeen/Britton	Ton	Central Salt	\$86.79	17880
2	Road Salt - Faulkton/Ipswich/Leola	Ton	Central Salt	\$86.97	17880
3	Road Salt - Watertown/Brookings/Clear Lake/Hayti	Ton	Blackstrap	\$76.39	17879
4	Road Salt - Sisseton/Summit/Milbank	Ton	Blackstrap	\$81.12	17879
5	Road Salt - DeSmet/Clark/Huron	Ton	Blackstrap	\$75.38	17879
6	Road Salt - Miller/Redfield/Highmore	Ton	Blackstrap	\$72.46	17879
7	Road Salt - Armour (No Pups)/Bonesteel/Platte/Jct. SD44 & SD47	Ton	Central Salt	\$69.51	17880
8	Road Salt - Mitchell/Salem	Ton	Blackstrap	\$71.11	17879
9	Road Salt - Chamberlain/Plankinton/Woonsocket	Ton	Central Salt	\$71.85	17880
10	Road Salt - Sioux Falls/Lennox	Ton	Central Salt	\$71.87	17880
11	Road Salt - Madison/Flandreau	Ton	Central Salt	\$74.01	17880
12	Road Salt - Junction City/Beresford	Ton	Central Salt	\$65.02	17880
13	Road Salt - Tyndall/Menno/Yankton	Ton	Blackstrap	\$64.58	17879
14	Road Salt - Pierre/Gettysburg	Ton	Blackstrap	\$77.56	17879
15	Road Salt - Hayes/Phillip	Ton	Central Salt	\$81.78	17880
16	Road Salt - Mobridge/Selby/Herried	Ton	Blackstrap	\$92.39	17879
17	Road Salt - McIntosh/Eagle Butte/Isabel	Ton	Nebraska Salt Grain	\$97.88	17883
18	Road Salt - Presho/Reliance/Kadoka/Murdo	Ton	Blackstrap	\$81.15	17879
19	Road Salt - Winner/Martin/Mission/White River	Ton	Nebraska Salt Grain	\$78.37	17883
20	Road Salt - Bison/Faith/Lemmon	Ton	Nebraska Salt Grain	\$101.76	17883
21	Road Salt - Belle Fourche/Buffalo/Newell	Ton	Doug Andrus	\$95.45	17881
22	Road Salt - Custer/Keystone Wye (No Pups)/Hermosa	Ton	Nebraska Salt Grain	\$93.00	17883
23	Road Salt - Hot Springs/Edgemont/Oelrichs	Ton	Nebraska Salt Grain	\$91.55	17883
24	Road Salt - Sturgis/Deadwood/Spearfish	Ton	Blackstrap	\$91.04	17879
25	Road Salt - Rapid City/Wall	Ton	Nebraska Salt Grain	\$95.41	17883
26	Brining Salt - Mitchell	Ton	Blackstrap	\$143.19	17879
27	Brining Salt - Rapid City	Ton	Blackstrap	\$135.62	17879
28	Liquid Magnesium Chloride - Pierre/Gettysburg	Gallon	Dustbusters	\$1.69	17882
29	Liquid Magnesium Chloride - Hayes/Phillip	Gallon	Dustbusters	\$1.65	17882
30	Liquid Magnesium Chloride - Presho/Reliance/Kadoka/Murdo	Gallon	Rosane	\$1.55	17884
31	Liquid Magnesium Chloride - Winner/White River/Mission/Martin	Gallon	Dustbusters	\$1.69	17882
32	Liquid Magnesium Chloride - Mobridge/Selby/Herried	Gallon	Dustbusters	\$1.75	17882
33	Liquid Magnesium Chloride - McIntosh/Isabel/Eagle Butte	Gallon	Dustbusters	\$1.69	17882
34	Liquid Magnesium Chloride - Rapid City/Wall	Gallon	Rosane	\$1.41	17884
35	Liquid Magnesium Chloride - Newell/Buffalo/Belle Fourche	Gallon	Rosane	\$1.63	17884
36	Liquid Magnesium Chloride - Faith/Bison	Gallon	Rosane	\$1.66	17884
37	Liquid Magnesium Chloride - Custer/Keystone Wye/Hermosa	Gallon	Rosane	\$1.41	17884
38	Liquid Magnesium Chloride - Deadwood/Sturgis/Spearfish	Gallon	Dustbusters	\$1.55	17882
39	Liquid Magnesium Chloride - Hot Springs/Oelrichs/Edgemont	Gallon	Rosane	\$1.61	17884