



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / [boa.sd.gov](http://boa.sd.gov)

**EXTENSION NOTICE**

**Inmate and Detention Supplies, Solutions, and Services  
OMNIA Contract #WA00034777  
South Dakota State Contract #17700  
Bob Barker Company  
PO Box 429  
Fuquay-Varina, NC 27526-0429  
Vendor #12114270**

Contracts have been extended until October 4, 2024.

A handwritten signature in blue ink, appearing to read 'Steven L. Berg', is written over a light blue horizontal line.

Steven L. Berg, Director  
Office of Procurement Management



PMB 01231  
BUREAU OF ADMINISTRATION  
OFFICE OF PROCUREMENT MANAGEMENT  
523 EAST CAPITOL  
PIERRE, SD 57501-3182  
(605) 773-3405  
FAX (605) 773-4840



## NOTICE OF PARTICIPATION

### INMATE AND DETENTION SUPPLIES, SOLUTIONS, AND SERVICES

**OMNIA Contract #WA00034777**  
**South Dakota State Contract #17700**

**Contract Start Date: 10/05/2016**  
**Contract End Date: 10/04/2022**

1. The Bureau of Administration, Office of Procurement Management has agreed to participate in a multi-user contract for inmate and detention supplies, solutions, and services with Bob Barker Company under OMNIA Contract #WA00034777; State of South Dakota Contract #17700.
2. OMNIA is a cooperative organization whose foundation is based on lead agencies from States and local governments conducting the contracting process and administering the resulting contract. The cooperative contract is made available to public agencies, educational institutions, and nonprofits. The Office of Procurement Management (OPM) is a member of OMNIA and has accepted the awarded contract as a result of County of Sacramento RFP # 8259.
3. OMNIA Contract Period: The effective start date of the contract is October 5, 2016 to October 4, 2022.
4. All contract terms and conditions of this contract and supporting documentation (Affidavit of Advertisement, Proposal Evaluation, Board Minutes and etc.) are posted on the ONMIA website at:  
<https://www.omniapartners.com/publicsector/suppliers/bob-barker-co/contract-documentation>
5. South Dakota's Specific Terms (changes or additions only apply to this agreement):
  - 5.1 The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any action, claim, dispute or litigation pertaining to or affecting this contract shall be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
  - 5.2 The Contractor agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.
  - 5.3 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. The Contractor further agrees to indemnify and hold the State of South Dakota, its officers, agents and employees harmless from and against any and all fines, additional rates, and fees associated with software licensing, remediation work the State performs to assist the vendor in remedying problems with their product, and ordinary, consequential and incidental damages to the Contractor's computer system and the data it contains that arise from security scanning, remediation efforts, and any after effects of security scanning or remediation. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
  - 5.4 Restriction of Boycott of Israel. Pursuant to Executive Order 2020-01, 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 (100,000.00) or more, by signing this Agreement Contractor certifies and agrees that it 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 this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, 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 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.

5.5 This agreement may be terminated by either party hereto upon one-hundred-twenty (120) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is affected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

6. Participation: Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public-school corporations within the State of South Dakota.

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

All political subdivisions of the State, including counties, municipalities and public-school corporations may purchase from this price agreement according to their own procurement guidelines

OMNIA and Bob Barker Company may, at their discretion, extend this agreement to Indian tribal governments and non-profit organizations in South Dakota.

7. Primary Contacts: The primary contact individuals for this agreement are as follows (or their named successors).

Bob Barker Company:

Name:	Ryan McNeill
Address:	7925 Purfoy Road, Fuquay Varina, NC 27526
Telephone:	800-334-9880
Fax:	800-322-7537
Email:	RyanMcNeill@BobBarker.com

State of South Dakota:

Name:	Lisa Hubbard
Address:	Office of Procurement Management PMB 01231 523 East Capitol Pierre, SD 57501-3182
Telephone:	605.773.4580
Fax:	605.773.4840
Email:	lisa.hubbard@state.sd.us

8. Pricing: Pricing on the OMNIA contract reflects "ceiling" prices for the items shown. State agencies making a high quantity purchase of the items should contact Bob Barker Company to see if quantity discounts are available.
9. Reporting: Bob Barker Company reports all sales to Omnia
10. Minimum Order Size: No minimum order requirements
11. Delivery: 7-10 Days on in stock items – Special order items and items that drop ship from our vendors could have longer lead times (lead times can vary due to supply chain issues occurring globally)
12. Payment Terms: NET30
13. State Purchasing Card: Unless otherwise indicated, payment for items on the contract(s) may be made with the South Dakota Purchasing Card (State P-Card). State agencies may use the State P-Card when making purchases of \$4,000.00 or less per transaction.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by both parties below.

State of South Dakota:	Bob Barker Company:
Signature: 	Signature: 
Name: Steven L. Berg	Name: Ryan McNeill
Title: Director of Procurement	Title: Contract Specialist
Date 05/25/2022	Date: 6/2/22

*[Additional signatures may be added if required]*