

**WILDLIFE PANELS ANNUAL
NOTICE OF AWARDS**

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

Date: March 27, 2024

- 1. Contract Term:** This notice establishes contract(s) resulting from Solicitation # 24IFB10263, from April 1, 2024, through March 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:

**Ray's Welding
147 E. First St.
Draper, SD 57531
Contact: Ray Freier
Phone: (605) 669-2743
Email: rayfreier@goldenwest.net**

**Vendor: 12363103
Contract: 17844**

Wildlife Panels Annual						
#	Description	UOM	Price	Vendor	Vendor #	Contract #
1	Wildlife Panel, Excluding Shipping 16 foot long X 7 foot high. State agency must pick up panels from Ray's Welding in Draper.	Each Panel	\$193.00	Ray's Welding	12363103	17844
2	Wildlife Panel, Delivery Aberdeen 16 foot long X 7 foot high.	Each Panel	\$219.00	Ray's Welding	12363103	17844
3	Wildlife Panel, Delivery Chamberlain 16 foot long X 7 foot high.	Each Panel	\$198.00	Ray's Welding	12363103	17844
4	Wildlife Panel, Delivery Fort Pierre 16 foot long X 7 foot high.	Each Panel	\$198.00	Ray's Welding	12363103	17844
5	Wildlife Panel, Delivery Mobridge 16 foot long X 7 foot high.	Each Panel	\$203.00	Ray's Welding	12363103	17844
6	Wildlife Panel, Delivery Rapid City 16 foot long X 7 foot high.	Each Panel	\$203.00	Ray's Welding	12363103	17844
7	Wildlife Panel, Delivery Sioux Falls 16 foot long X 7 foot high.	Each Panel	\$213.00	Ray's Welding	12363103	17844
8	Wildlife Panel, Delivery Watertown 16 foot long X 7 foot high.	Each Panel	\$198.00	Ray's Welding	12363103	17844
9	Wildlife Panel, Excluding Shipping 12 foot long X 6 foot high. State agency must pick up panels from Ray's Welding in Draper.	Each Panel	\$133.00	Ray's Welding	12363103	17844
10	Wildlife Panel, Delivery Aberdeen 12 foot long X 6 foot high.	Each Panel	\$163.00	Ray's Welding	12363103	17844
11	Wildlife Panel, Delivery Chamberlain 12 foot long X 6 foot high.	Each Panel	\$140.00	Ray's Welding	12363103	17844
12	Wildlife Panel, Delivery Fort Pierre 12 foot long X 6 foot high.	Each Panel	\$140.00	Ray's Welding	12363103	17844
13	Wildlife Panel, Delivery Mobridge 12 foot long X 6 foot high.	Each Panel	\$150.00	Ray's Welding	12363103	17844
14	Wildlife Panel, Delivery Rapid City 12 foot long X 6 foot high.	Each Panel	\$160.00	Ray's Welding	12363103	17844
15	Wildlife Panel, Delivery Sioux Falls 12 foot long X 6 foot high.	Each Panel	\$163.00	Ray's Welding	12363103	17844
16	Wildlife Panel, Delivery Watertown 12 foot long X 6 foot high.	Each Panel	\$163.00	Ray's Welding	12363103	17844