



PMB 01231
BUREAU OF ADMINISTRATION
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL
PIERRE, SD 57501-3182
(605) 773-3405
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USB DRIVES (ULTRA SLEEK)

NOTICE OF AWARDS

Buyer: Chuck Clark (003)
Phone: 605-773-4276
Fax: 605-773-5744
Email: Chuck.clark@state.sd.us

Date: 18 February 2009

- 1. Contract Term:** The contracts established by this notice are exclusive to the listed contractor(s) for a period of three (3) months. The State may, after the original term of the contract(s) has expired, purchase comparable computer hardware from competing vendors if, in the State's sole discretion, it is in the State's best interests to do so. Prior to purchase from any competing vendor, the State will evaluate the competing vendor's product according to the specification scoring and contractor will be offered an opportunity to submit a lower price.
- 2. Extension:** After expiration of the original term, the contract(s) shall automatically extend and remain in effect until terminated in writing by either party, or in the event of a successful challenge by a competing vendor.
- 3. Pricing:** If any of the items awarded on the contract(s) decrease in price during the term of the contract, the contractor must contact the Office of Procurement Management in writing within seven (7) working days of the decrease(s). The State will receive full advantage of the price decrease(s) when it becomes effective. Failure to notify the Office of Procurement Management of price decreases may result in the cancellation of the contractor's contract and recovery of the overcharged amount from the contractor's performance bond. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the contractor's price, the State reserves the right to purchase the lower priced product.
- 4. Periodic Review:** The State of South Dakota will be conducting periodic reviews of market prices and changes in technology
- 5. Estimated Quantity:** The state does not guarantee the purchase of any minimum or maximum quantity during the term of the contract. The State reserves the right to purchase components for specific applications from different contractors.
- 6. Financial Stability:** Upon request, a contractor must furnish a list of their three largest customers. The State may contact these customers to determine a satisfaction level with the contractor's equipment and/or services. This list shall include the business name, contact person, mailing address, phone and fax number, and e-mail address. Upon request, the contractor must submit financial information to indicate the financial condition of the contractor's company. This information must consist of an audited balance sheet for the most recent fiscal year or other financial acceptable financial statement.
- 7. Assignment of Anti-trust Claims:** The contractor hereby 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.

8. **Delivery:** All orders are F.O.B. destination with all transportation and handling charges paid by the contractor. Deliveries shall be made at such time, place and in such quantities as shown on the purchase order. All items in common usage are to be shipped within 30 days from the date of purchase order. An additional 10 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery.
9. **Warranty Support:** As stated.
10. **Substitution:** Contractor **may not** substitute hardware or software components which differ from those supplied with the evaluation device in items they supply to the State of South Dakota, during the contract term, without the written consent of the Office of Procurement Management. All substitution items must be tested, evaluated, and approved before being included in the contract.
11. **Liquidated Damages:** The State will assess liquidated damages on deliveries that are not made in accordance with the schedule established herein. Damages will be in the amount of two percent (2%) of the purchase price per calendar day. Damages may be waived by the Office of Procurement Management Director if the contractor submits to the Director, and ordering agency, prior to the expiration of the delivery schedule established herein, written documentation that the failure to satisfy the contract delivery is due to the circumstances beyond the control of the contractor.
12. **Non-Discrimination Statement:** The State of South Dakota requires that all contractors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing this contract, as required on page one, the contractor certifies they do not discriminate in its employment practices with regard to race, religion, age, sex, national origin or disability.
13. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions:** By signing and submitting this contract, the solicitor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the contractor is unable to certify to any of the statements in this certification, the contractor shall attach an explanation to this contract.
14. **State Agencies:** Item numbers and a brief description must be used when ordering from this contract.
15. **Contractor Information:** 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 the 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.**
16. **RECORDS:** To assist the State in its production planning, contractor shall maintain and furnish the State, upon request, the following records:
 - a. Contractor is required to establish a relational database or other sales tracking system from which to produce regular reports to the State. For each purchase, the contractor will be able to report at least the following information:
 - date and time ordered
 - date and time shipped
 - location shipped
 - purchaser order number
 - device name and device identification number
 - serial number
 - agency name

The contractor shall provide promptly prior to the last day of the month following the end of a quarter, to the Office of Procurement Management, a detailed summary report of all products that were purchased by State entities during the previous quarter. The contractor shall provide, upon request, summary reports of the following:

 - a summary of items purchased
 - a breakdown, by State agency and by unit of local government, (i.e., county, school district), of the items purchased - a report of backordered products

- a summary of reports time (from time of customer's order placement to the time of shipment to customer)
- a summary of system units purchased as well as the most frequently purchased item
- The State and contractor will mutually agree upon the report format.

b. Maintenance, service and Customer records

To enable the Office of Procurement Management to maintain quality control over products purchased by State entities, contractor shall maintain, and on request provide to the Office of Procurement Management, complete records reporting all field engineering, maintenance and preventive maintenance, repair and service calls made to the State entities that have purchased the contractor's products, as recorded, as well as any complaints received from these State entities regarding contractor's products.

ROCKY MOUNTAIN RAM
901 Front Street, Suite 300
Louisville CO 80027

Contact: Carol Jackson
Phone: 800-543-0932 X 20
Fax: 303-413-8255
Email: cjackson@rockymtnram.com
Vendor ID: 12122049

Catalog Report

State of South Dakota

Catalog Name: USB DRIVES (ULTRA SLEEK)
Report Range: (1 - 4) of 4
Vendor: Rocky Mountain RAM
Contact Name: McKaig, Eileen
Contact Phone: (800)543-0932

Report Requestor: Clark, Chuck
Run Date: 05/04/2012 11:35 AM

| Product Name | Mfg's Name | Vendor's Item Number | Price (\$) | Unit Of Measure | Qty |
|-------------------------------------------------------------------------------------|--------------------|----------------------|------------|-----------------|-----|
| DRIVE, USB, 16GB, FLIP DRIVE, WITH LIFETIME WARRANTY, CONTRACT 15168 – (1 PER UNIT) | Rocky Mountain RAM | USB2FL16G | 21.77 | | |

Description: Description: Purchasing quantities over 25 items qualify for additional price discounts. Printing on the device surface can also be done for a \$25 per order fee for quantities 25 or more. Please contact Shellie Patterson for more information on either of these items. Current Vendor Contact: Carol JacksonPhone: 800-543-0932 X 20Fax: 303-413-8255Email: cjackson@rockymtnram.com

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|------------------------------------------------------------------------------------|--------------------|----------|------|--|--|
| DRIVE, USB, 2GB, FLIP DRIVE, WITH LIFETIME WARRANTY, CONTRACT 15168 – (1 PER UNIT) | Rocky Mountain RAM | USB2FL2G | 9.98 | | |
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|-------------------------------------------------------------------------------------|--------------------|-----------|-------|--|--|
| DRIVE, USB, 32GB, FLIP DRIVE, WITH LIFETIME WARRANTY, CONTRACT 15168 – (1 PER UNIT) | Rocky Mountain RAM | USB2FL32G | 40.88 | | |
|-------------------------------------------------------------------------------------|--------------------|-----------|-------|--|--|

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|------------------------------------------------------------------------------------|--------------------|----------|-------|--|--|
| DRIVE, USB, 8GB, FLIP DRIVE, WITH LIFETIME WARRANTY, CONTRACT 15168 – (1 PER UNIT) | Rocky Mountain RAM | USB2FL8G | 13.98 | | |
|------------------------------------------------------------------------------------|--------------------|----------|-------|--|--|

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