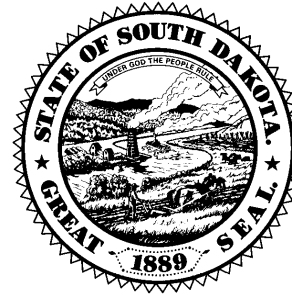




PMB 01231
BUREAU OF ADMINISTRATION
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL
PIERRE, SD 57501-3182
(605) 773-3405
FAX (605) 773-4840



ADAPTIVE HARDWARE AND SOFTWARE

NOTICE OF AWARDS

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

Date: 5 November 2008

- 1. Contract Term:** This contract is for a period of one year from 27 December 2005 through 26 December 2006, inclusive. Contractor agrees, at the States sole discretion, to allow further extensions past the original contract expiration date. Further extensions may be made part of this contract upon mutual agreement of the parties. The State may, after the original term of this contract, purchase comparable computer hardware from competing Vendors if, in the State's sole discretion, it is in the State's best interest to do so. An option to extend, as specified in Terms & Extensions, of South Dakota Vendors Manual is part of this contract.
- 2. 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.
- 3. Periodic Review:** The State of South Dakota will be conducting periodic reviews of market prices and changes in technology
- 4. 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.
- 5. 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.

6. **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.
7. **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 20 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.
8. **Warranty Support:** 1-year part and labor.
9. **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.
10. **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.
11. **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.
12. **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.
13. **State Agencies:** Item numbers and a brief description must be used when ordering from this contract.
14. **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.**
15. **Purchasing Instructions:** All purchases made by State agencies, Institutions and Universities, from this contract, **MUST** be routed through the Office of Procurement Management or as directed by the Bureaus of Administration, and entered on the State's accounting system and should default when requisitions are created.
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.

CONTRACTORS

DAKOTA LINK ACCESS CENTER

1161 Deadwood Ave ste 5
Rapid City SD 57702

Contact: Pat Czerny
Phone Number: 605-394-6742 #2
Fax Number: 605-394-6744
Email: pczerny@dakotalink.net
Vendor Number: 12017568-02

Catalog Report

State of South Dakota

Catalog Name: ADAPTIVE HARDWARE AND SOFTWARE
Report Range: (1 - 44) of 44
Vendor: DAKOTA LINK ACCESS CENTER
Contact Name: Czerny, Pat
Contact Phone: (605)394-6742

Report Requestor: Clark, Chuck
Run Date: 02/21/2012 3:26 PM

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
APEX BT BRAILLENOTE, REFRESHABLE BRAILLE NOTETAKER, 32 CELL, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N Description: • Contract 12278n	HUMANWARE	06-APBT32NA	5970.75		<input type="text"/>
APEX QT VOICENOTE PERSONAL NOTETAKER BRAILLE KEYBOARD, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N Description: • Contract 12278n	HUMANWARE	06-APVQTNA	1843.38		<input type="text"/>
APEX QT VOICENOTE PERSONAL NOTETAKER QWERTY KEYBOARD, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N Description: • Contract 12278n	HUMANWARE	MPVQT	1843.38		<input type="text"/>
DUXBURY, BRAILLE TRANSCRIPTION PROGRAM, VERSION 11, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N. Description: • Contract 12278n	DUXBURY SYSTEMS	DBT Win	593.20		<input type="text"/>
JAWS PRO SCREEN READER 2, VERSION 11 TO 13 UPGRADE TO CURRENT PROFESSIONAL UPGRADE, FOR WINDOWS XP/VISTA/7 -- (1 PER UNIT) CONTRACT 12278N Description: • (Include serial number of original product with requisition)• Contract 12278n.	FREEDOM SCIENTIFIC	340034-001	379.26		<input type="text"/>
JAWS PRO SCREEN READER, VERSION 12 TO 13 UPGRADE, FOR WINDOWS XP/VISTA/7 15 USER SITE LICENSE -- (1 PER UNIT). CONTRACT 12278N. Description: • (Include serial number of the original product with requisition) • Contract 12278n	FREEDOM SCIENTIFIC	15-USER SITE	1564.45		<input type="text"/>
JAWS PRO SCREEN READER, SERVICE MAINTENANCE AGREEMENT, WITH INITIAL PURCHASE OR UPGRADE, FOR WINDOWS -- (1 PER UNIT). CONTRACT 12278N.	FREEDOM SCIENTIFIC	SJNT (w)	184.28		<input type="text"/>

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
Description: • Includes next 2 major upgrades • (Include serial number of original product with requisition)• Contract 12278n					
JAWS PRO SCREEN READER, SERVICE MAINTENANCE AGREEMENT, FOR WINDOWS XP/VISTA/7, (5-USER SITE LICENSE) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	5-USER SL	576.46		<input type="text"/>
Description: • NT/2000/XP/Vista • (includes next 2 upgrades)• Contract 12278n					
JAWS PRO SCREEN READER, SERVICE MAINTENANCE AGREEMENT, FOR WINDOWS XP/VISTA/7, (10-USER SITE LICENSE) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	10-USER SL	1152.92		<input type="text"/>
Description: • (includes next 2 upgrades)• Contract 12278n					
JAWS PRO SCREEN READER, SERVICE MAINTENANCE AGREEMENT, FOR WINDOWS XP/VISTA/7, (15-USER DISTRICT LICENSE) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	15-USER DL	2299.50		<input type="text"/>
Description: • (includes next 2 upgrades)• Contract 12278n					
JAWS PRO SCREEN READER, SERVICE MAINTENANCE AGREEMENT, FOR WINDOWS XP/VISTA/7, (15-USER SITE LICENSE) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	15-USER SL	1729.38		<input type="text"/>
Description: • (includes next 2 upgrades)• Contract 12278n					
JAWS PRO SCREEN READER, UPGRADE 12 TO 13 FOR WINDOWS XP/VISTA/7, (SINGLE VERSION) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	340201-001	189.63		<input type="text"/>
Description: • (Include serial number of original product with requisition) • Contract 12278n					
JAWS PRO SCREEN READER, VERSION 12 TO 13 UPGRADE, FOR WINDOWS XP/VISTA/7 (5 USER SITE LICENSE) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	5-USER	521.48		<input type="text"/>
Description: • (Include serial number of the original product with requisition)• Contract 12278n					
JAWS PRO, SCREEN READER, SERVICE MAINTENANCE AGREEMENT AFTER INITIAL PURCHASE OR UPGRADE, FOR JAWS PRO -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	SJNT (a)	239.56		<input type="text"/>
Description: • Windows XP/Vista/7 • (includes next 2 major upgrades) • (Include serial number of original product with requisition) • Contract 12278n					
JAWS PRO, SCREEN READER, VERSION 11 TO 12 UPGRADE, FOR WINDOWS XP/VISTA/7, (10 USER SITE LICENSE) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	10-USER	1042.97		<input type="text"/>

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
Description: • (Include serial number of the original product with requisition) • Contract 12278n					
JAWS PRO, SCREEN READER, VERSION 12 TO 13 UPGRADE, FOR WINDOWS XP/VISTA/7 (15 USER DISTRICT LICENSE) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	15-USER DIST	1991.12		<input type="text"/>
Description: • (Include serial number of the original product with requisition) • Contract 12278n					
JAWS PRO, VERSION 13, SCREEN READER, FOR WINDOWS XP/VISTA/7, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	340026-001	1020.92		<input type="text"/>
Description: • Contract 12278n					
JAWS PRO, VERSION 13, SCREEN READER, FOR WINDOWS NT/2000/XP/VISTA, MULTIPLE USER SITE LICENSE - (15 USER) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCEINTIFIC	340147-001 3ea	8646.93		<input type="text"/>
Description: • (Site License)•Contract 12278n					
JAWS PRO, VERSION 13, SCREEN READER, FOR WINDOWS NT/2000/XP/VISTA, MULTIPLE USER SITE LICENSE, (5 USER) -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	340147-001	2882.31		<input type="text"/>
Description: • 5 user Site License) • Contract 12278n					
JAWS PRO, VERSION 13, SCREEN READER, FOR WINDOWS XP/VISTA/7, MULTIPLE USER SITE LICENSE - (10 USER) -- (1 PER UNIT) CONTRACT# 12278N	FREEDOM SCIENTIFIC	340147-001 2ea	5764.62		<input type="text"/>
Description: • (Site License) •Contract 12278n•					
KEYBOARD, MINI, 88 KEY -- (1 PER UNIT) CONTRACT 12278N	ADESSO	AKB-901	38.80		<input type="text"/>
Description: Contract 12278n					
KEYBOARD, MINIATURE -- (1 PER UNIT) CONTRACT 12278N	DATALUX	MURUW	134.95		<input type="text"/>
Description: • Contract 12278n					
KEYSOFT NOTETAKER SOFTWARE, SERVICE MAINTENANCE AGREEMENT, FOR CURRENT VERSION -- (1 PER UNIT) CONTRACT 12278N	HUMANWARE	SMA BN VN AP	230.00		<input type="text"/>
Description: • after initial purchase or upgrade • (Included next 2 upgrades on Compact Flash or Download) • Contract 12278n					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
MOUSE, EXPERT, LARGETRACKBALL -- (1 PER UNIT) CONTRACT# 12278N	KENSINGTON	64325	104.95		<input type="text"/>
Description: • Contract 12278n					
MOUSE, TRACKBALL SMALL, KENSINGTON ORBIT WITH SCROLL RING -- (1 PER UNIT) CONTRACT 12278N	KENINGTON	K72337US	39.99		<input type="text"/>
Description: • Contract 12278n					
OPENBOOK VERSION 9 OCR SOFTWARE, FOR WINDOWS XP/VISTA/7 HOME & PRO, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT# 12278N	FREEDOM SCIENTIFIC	340176-001	876.02		<input type="text"/>
Description: • Contract 12278n					
OPENBOOK, VERSION 7 OR 8 TO 9, OCR SOFTWARE UPGRADE, FOR WINDOWS XP/VISTA/7 -- (1 PER UNIT) CONTRACT 12278N	FREEDOM SCIENTIFIC	340176-001	141.37		<input type="text"/>
Description: • Contract 12278n					
PREMIUM VOICE ACTIVATION NATURALLY SPEAKING, PREMIUM EDITION 11 SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N	NUANCE	K609A-TOO-11.0 20080	222.24		<input type="text"/>
Description: w/ Add on VXI TalkPro Express High Quality Microphone for Windows Desktops XP/VISTA/7. This package is for general word processing, email and Internet use. Contract 12278n					
PREMIUM VOICE ACTIVATION NATURALLY SPEAKING, PREMIUM EDITION 11 SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N	NUANCE	K609A-TOO-11-0 20137	224.94		<input type="text"/>
Description: • w/ Add on Andrea NC-181VM USB Microphone for Windows Laptops• XP/Vista/7 • This package is for general word processing, email and Internet use • Contract 12278n					
PREMIUM VOICE ACTIVATION NATURALLY SPEAKING, PREMIUM EDITION, UPGRADE 8X OR 9X TO 10X TO 11 FOR, WINDOWS XP/VISTA/7 -- (1 PER UNIT) CONTRACT 12278N	NUANCE	A189A-K00-11.0	157.68		<input type="text"/>
Description: • (Include serial number of the original product with requisition) • Contract 12278n					
ROMEO ATTACHÉ PRO BRAILLE EMBOSSER, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N	ENABLING TECHNOLOGIES	70RAPROO	2177.99		<input type="text"/>
Description: • Contract 12278n					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
TELEVISION, CLOSED CIRCUIT, 19 INCH (DESKTOP USE ONLY) MERLIN2 PLUS -- (1 PER UNIT) CONTRACT 12278N	ENHANCED VISION	MRD2 19+	2723.18		<input type="text"/>
Description: • Contract 12278n					
TELEVISION, CLOSED CIRCUIT, WITH ACROBAT LONG ARM AND USB SMART VIDEO ADAPTER -- (1 PER UNIT) CONTRACT 12278N	ENHANCED VISION	ACB USB SMRT VD	1958.04		<input type="text"/>
Description: • Portable and Desktop Use• Contract 12278n					
VOICE ACTIVATION NATURALLY SPEAKING, PROFESSIONAL EDITION 11 SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N	NUANCE	A209A-F00-11.0	456.30		<input type="text"/>
Description: • for Windows XP/Vista/7 •This package includes the ability to customize for any application • Contract 12278					
VOICE ACTIVATION NATURALLY SPEAKING, PROFESSIONAL EDITION, UPGRADE 9X OR 10X TO 11 FOR WINDOWS XP/VISTA/7 -- (1 PER UNIT) CONTRACT 12278N	NUANCE	A289A-SD7-11.0	249.99		<input type="text"/>
Description: • Include serial number of original product with requisition) • Contract 12278n					
ZOOMTEXT , VERSION 9 OR EARLIER TO 10 MAGNIFIER/ SCREENREADER (DISTRICT LICENSE) UPGRADE FOR WINDOWS/XP/VISTA/7, (5 USER PACKAGE). -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	5-USER DIST LIC	655.20		<input type="text"/>
Description: • Contract 12278n					
ZOOMTEXT ,VERSION 10 MAGNIFICATION, FOR WINDOWS NT/2000/XP/VISTA, MULTIPLE USER, DISTRICT LICENSE - (5-USER) -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	ZT-MR-D-SP	2105.12		<input type="text"/>
Description: • District License) • Contract 12278n					
ZOOMTEXT SCREEN MAGNIFICATION / READER, UPGRADE VERSION 9 OR EARLIER TO 9.18, FOR WINDOWS/XP/VISTA/7 -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	ZT2-UP-MR	162.39		<input type="text"/>
Description: • (Include serial number of original product with requisition)• Contract 12278n					
ZOOMTEXT SCREEN MAGNIFIER / READER, VERSION 10, FOR WINDOWS/XP/VISTA/7, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	ZT-MR-I	525.62		<input type="text"/>

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
Description: • Contract 12278n					
ZOOMTEXT SCREEN MAGNIFIER / SCREEN READER ENHANCED SERVICE PLAN, UPGRADE, FOR WINDOWS/XP/VISTA/7, WITH INITIAL PURCHASE, SINGLE COPY PURCHASE -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	ESP-MRI	187.50		<input type="text"/>
Description: (includes all upgrades for 1 year) (Include serial number of original product with requisition).					
ZOOMTEXT SCREEN MAGNIFIER / SCREENREADER ENHANCED SERVICE PLAN, FOR WINDOWS/XP/VISTA/7 (5 USER DISTRICT LICENSE) -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	ESP-MRSSP-S Dist	936.19		<input type="text"/>
Description: (includes all upgrades for 1 year) (Included serial number of original product with requisition).					
ZOOMTEXT SCREEN MAGNIFIER / SCREENREADER ENHANCED SERVICE PLAN, FOR WINDOWS/XP/VISTA/7 (5 USER SITE LICENSE) -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	ESP-MRSSP-S Site	936.19		<input type="text"/>
Description: (includes all upgrades for 1 year) (Include serial number of original product with requisition).					
ZOOMTEXT, V 8 OR EARLIER TO 9.18 MAGNIFIER/ SCREENREADER (SITE LICENSE) UPGRADE, FOR WINDOWS XP/VISTA/7 (5 USER PACKAGE) -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	5-USER SITE LIC	655.20		<input type="text"/>
Description: Contract 12278n					
ZOOMTEXT, VERSION 10, MAGNIFICATION, FOR WINDOWS XP/VISTA/7, MULTIPLE USER SITE LICENSE - (5-USER) -- (1 PER UNIT) CONTRACT 12278N	AI SQUARED	ZT-MR-S-SP	2105.12		<input type="text"/>
Description: • Network Site License)• Contract 12278n					