



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



COMPUTER PERIPHERALS (TEMP)

NOTICE OF AWARDS

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

Date: 5 August 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.

HEWLETT PACKARD COMPANY

10810 Farnam Drive, Omaha NE 68154

Reseller of Choice/Order Questions:

RTI (Riverside Technologies Inc)

212 N Derby Lane

PO Box 1547

North Sioux City, SD 57049

Main Contact: Courtney Albrecht

Email: calbrecht@riversidetechnologies.com

Phone: 866-804-4388 x 1019

Fax: 866-812-5370

Contact: Dan Pollema

Email: dpollema@riversidetechnologies.com

Phone: 866-804-4388 x 1009

Cell: 712-490-1145

Fax: 866-812-5370

HP OID# 6496460001

Contact: Vanessa Waldrep

Email: vanessa.ann.waldrep@hp.com

Phone: 800-888-3224 x 7719184

And

Contact: Ruth Ulness

HP Account Manager--Public Sector

Email: ruth.ulness@hp.com

Phone: 701-255-7456

Cell Phone: 701-425-3906

Remit To:

Hewlett Packard Company

13207 Collections Drive

Chicago IL 60693

Vendor Number: 12125515-06

WSCA Contract Issues:

Debra Lee, Public Sector Program Manager

Email: Debra.Lee@hp.com

Phone: 847/537-0344

Cell: 847/922-2977

Fax: 281/927-5213

PDA, Ipaq 110, Classic Handheld Pocket PC, 256MB ROM, 64MB SDRAM, Wifi (802.11B/G), Bluetooth. Big Deal # 50655150 Item# 20454104 Contract A63309	HP	FA980AA#ABA	243.00	Hewlett Packard	A63309	23-Jul-06
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STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

PERIPHERALS TEMP

NOTICE

ADDENDUM # 3

DATE: 13 January 2010

BUYER: Charles R Clark

PHONE: 605-773-4276

DELETE:

PRINTER, OFFICEJET , COLOR, PRO 8000. CONTRACT WSCA B27164-15704. 60.00
HP CB092A#B1H

Description: • 1200x1200 dpi • 35/34 (black/color) ppm •duplex option included •
paper sizes include letter, legal, and envelope • 250 page input tray • USB cable not
included• initial toner cartridges included (additional toner found on Toner, HP Printer
contract) •Energy Star compliant, 1-Year Warranty•

PRINTER, COLOR, INKJET MULTIFUNCTIONAL, HP 8500 PRO. CONTRACT 100.00
WSCA B27164-15704. HP CB022A#B1H.

Description: Includes: Automatic Two-Sided Printing Accessory, Power Supply,
Power Cord, Phone Cord, Setup Poster, Getting Started Guide, Cd-Roms (For
Software, Windows And Mac Printer Drivers, And User's Guide). 1-Year Warranty,
Ink Cartridges and Printheads Included. USB Cable Not Included. HP CB22A#B1H
Item# 20579812 Contract 14703Toner for the HP 8500 can be located in the HP
Toner Cartridges For Printers contract using the listings for HP OJP 8000 toner
(C4906A C4907A C4908A
C4909A)

Please use current pricing provided on the WSCA Agreement B27164-15704 located at
<http://h30102.www3.hp.com/gemstore/sites/wscaiii/wscalll-index/index.asp> when preparing your
requisitions for Hewett-Packard Pro 8000 and Pro 8500. Question please contact Chuck Clark at
Chuck.Clark@state.sd.us



Jeff T. Holden, Director
Office of Procurement Management

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PERIPHERALS TEMP

NOTICE

ADDENDUM # 2

DATE: 7 January 2010

BUYER: Charles R Clark

PHONE: 605-773-4276

ADD:

PRINTER, OFFICEJET , COLOR, PRO 8000. CONTRACT WSCA B27164-15704. 60.00
HP CB092A#B1H

Description: • 1200x1200 dpi • 35/34 (black/color) ppm •duplex option included •
paper sizes include letter, legal, and envelope • 250 page input tray • USB cable not
included• initial toner cartridges included (additional toner found on Toner, HP Printer
contract) •Energy Star compliant, 1-Year Warranty•

PRINTER, COLOR, INKJET MULTIFUNCTIONAL, HP 8500 PRO. CONTRACT 100.00
WSCA B27164-15704. HP CB022A#B1H.

Description: Includes: Automatic Two-Sided Printing Accessory, Power Supply,
Power Cord, Phone Cord, Setup Poster, Getting Started Guide, Cd-Roms (For
Software, Windows And Mac Printer Drivers, And User's Guide). 1-Year Warranty,
Ink Cartridges and Printheads Included. USB Cable Not Included. HP CB22A#B1H
Item# 20579812 Contract 14703Toner for the HP 8500 can be located in the HP
Toner Cartridges For Printers contract using the listings for HP OJP 8000 toner
(C4906A C4907A C4908A
C4909A)



Jeff T. Holden, Director
Office of Procurement Management

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PIERRE, SOUTH DAKOTA 57501-3182

PERIPHERAL TEMP

NOTICE

ADDENDUM # 1

DATE: 14 December 2009

BUYER: Charles R Clark

PHONE: 605-773-4276

REPLACE/CHANGE:

Contact information with the following:

HEWLETT PACKARD COMPANY
10810 Farnam Drive, Omaha NE 68154

Reseller of Choice/Order Questions:
RTI (Riverside Technologies Inc)
212 N Derby Lane
PO Box 1547
North Sioux City, SD 57049

Main Contact: Courtney Albrecht
Email: calbrecht@riversidetechnologies.com
(866)-804-4388 x 1019
(866)-812-5370 fax

Maureen (Mo) Thompson
South Dakota Territory Sales Manager
Riverside Technologies
Email: mthompson@riversidetechnologies.com
(866)-804-4388 x1009
(712)-490-1558 cell phone
(866)-812-5370 fax

Hp Outlet OID # 6496460001

Katie McDermott
Hewlett-Packard Company
PSG Public Sector – Inside Sales Representative
North Dakota and South Dakota – Education & State/Local Gov
Email: Kathleen.e.mcdermott@hp.com
(281)-257-7820 Ext: 771-5681
(800)-727-2472 Ext: 771-5681

And

Contact: Ruth Ulness
HP Account Manager--Public Sector
Email: ruth.ulness@hp.com

(701)-255-7456
(701)-425-3906 cell

Remit To:
Hewlett Packard Company
13207 Collections Drive
Chicago IL 60693
Vendor Number: 12125515-06

WSCA Contract Issues:
Debra Lee, Public Sector Program Manager
Email: Debra.Lee@hp.com
(847)-537-0344
(847)922-2977 cell
(281)927-5213 fax

A handwritten signature in black ink that reads "Jeff T. Holden". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jeff T. Holden, Director
Office of Procurement Management

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