



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



## CHECK POINT - NOKIA PRODUCTS

### NOTICE OF AWARDS

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

Date: 13 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.

**ALL ITEMS LISTED HERE ARE MORATORIUM REGULATED;  
PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING  
MORATORIUM EXEMPTION**

**Bookmarks**

[Check Point](#)

[Nokia](#)

[Contractors](#)

**CONTRACTORS**

**NETANIUM NETWORK SECURITY**

**7 Technology Drive  
N. Chelmsford MA 01863  
Contact: Kevin Haley  
Phone: 978-888-0091 X102  
Fax: 978-888-0095  
Email: [khaley@nnsecurity.com](mailto:khaley@nnsecurity.com)**

**Vendor Number: 12024141**

**Open Contract Date: 6 JUN 2005**

Description	Brand	Model	Price	Contractor	Contract #
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**ALL ITEMS LISTED HERE ARE MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION**

Check Point VPN-1 Edge X8. Item# 20625077 (Contract 14477n) (Requires Moratorium)	Check Point	CPVE-X8-US	443.00	Netanium Network Security	14477n
Check Point Enterprise Software Subscription for VPN-1 Edge X8. Item# 20625078 (Contract 14477n) (Requires Moratorium)	Check Point	CPES-CPVE-X8-US	78.00	Netanium Network Security	14477n
Netanium (24x7) Support for VPN-1 Edge X8. Item# 20625079 (Contract 14477n) (Requires Moratorium)	Check Point	NNS-TS-CPVE-X8-US	12.00	Netanium Network Security	14477n
Check Point VPN-1 Edge X16. Item# 20625080 (Contract 14477n) (Requires Moratorium)	Check Point	CPVE-X16-US	594.00	Netanium Network Security	14477n
Check Point Enterprise Software Subscription for VPN-1 Edge X16. Item# 20625081 (Contract 14477n) (Requires Moratorium)	Check Point	CPES-CPVE-X16-US	105.00	Netanium Network Security	14477n
Netanium (24x7) Support for VPN-1 Edge X16. Item# 20625082 (Contract 14477n) (Requires Moratorium)	Check Point	NNS-TS-CPVE-X16-US	18.00	Netanium Network Security	14477n
Check Point VPN-1 Edge X32. Item# 20625083 (Contract 14477n) (Requires Moratorium)	Check Point	CPVE-X32-US	887.00	Netanium Network Security	14477n
Check Point Enterprise Software Subscription for VPN-1 Edge X32. Item# 20625084 (Contract 14477n) (Requires Moratorium)	Check Point	CPES-CPVE-X32-US	156.00	Netanium Network Security	14477n

Description	Brand	Model	Price	Contractor	Contract #
Netanium (24x7) Support for VPN-1 Edge X32. Item# 20625085 (Contract 14477n) (Requires Moratorium)	Check Point	NNS-TS-CPVE-X32-US	29.00	Netanium Network Security	14477n
Check Point VPN-1 Edge XU. Item# 20625086 (Contract 14477n) (Requires Moratorium)	Check Point	CPVE-XU-US	1,479.00	Netanium Network Security	14477n
Check Point Enterprise Software Subscription for VPN-1 Edge XU. Item# 20625087 (Contract 14477n) (Requires Moratorium)	Check Point	CPES-CPVE-XU-US	260.00	Netanium Network Security	14477n
Netanium (24x7) Support for VPN-1 Edge XU. Item# 20625088 (Contract 14477n) (Requires Moratorium)	Check Point	NNS-TS-CPVE-XU-US	48.00	Netanium Network Security	14477n
VPN-1 Pro Gateway/U. Item# 20625089 (Contract 14477n) (Requires Moratorium)	Check Point	CPMP-VPG-U	6,615.00	Netanium Network Security	14477n
Check Point Enterprise Software Subscription for VPN-1 Pro Gateway/U. Item# 20625090 (Contract 14477n) (Requires Moratorium)	Check Point	CPES-CPMP-VPG-U	1,365.00	Netanium Network Security	14477n
Netanium (24x7) Support for VPN-1 Pro Gateway/U. Item# 20625091 (Contract 14477n)	Check Point	NNS-TS-CPMP-VPG-U	210.00	Netanium Network Security	14477n
Check Point VPN-1 Pro Gateway/25. Item# 20625092 (Contract 14477n) (Requires Moratorium)	Check Point	CPMP-VPG-25	1,890.00	Netanium Network Security	14477n
Check Point Enterprise Software Subscription for VPN-1 Pro Gateway/25. Item# 20625093 (Contract 14477n) (Requires Moratorium)	Check Point	CPES-CPMP-VPG-25-NG	390.00	Netanium Network Security	14477n

Description	Brand	Model	Price	Contractor	Contract #
Netanium (24x7) Support for VPN-1 Pro Gateway/25. Item# 20625094 (Contract 14477n) (Requires Moratorium)	Check Point	NNS-TS-CPMP-VPG-25-NG	60.00	Netanium Network Security	14477n
Checkpoint UTM 50 License. Item# 20625121 (Contract 14477n)	Check Point	CPUTM-VUG-50	2100.00	Netanium Network Security	14477n
Checkpoint Software Subscription. Item# 20625122 (Contract 14477n) (Requires Moratorium)	Check Point	SS-VUG-50	405.00	Netanium Network Security	14477n
Netanium Platinum Support. Item# 20625123 (Contract 14477n) (Requires Moratorium)	Check Point	NPS-VUG-50	210.00	Netanium Network Security	14477n
Nokia IP380. Item# 20625095 (Contract 14477n) (Requires Moratorium)	Nokia	NBB4380000	6,297.00	Netanium Network Security	14477n
Nokia Essential Service for IP380. Item# 20625096 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004380	1,155.00	Netanium Network Security	14477n
Netanium (24x7) Support for IP380. Item# 20625097 (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004380	120.00	Netanium Network Security	14477n
Nokia IP560. Item# 20625098 (Contract 14477n) (Requires Moratorium)	Nokia	NBB0560000	10,392.00	Netanium Network Security	14477n
Nokia Essential Service for IP560. Item# 20625099 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004560	1,915.00	Netanium Network Security	14477n
Netanium (24x7) Support for IP560. Item# 20625100 (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004560	200.00	Netanium Network Security	14477n
Nokia IP2250. Item# 20625101 (Contract 14477n) (Requires Moratorium)	Nokia	NBB2250000	50,397.00	Netanium Network Security	14477n

Description	Brand	Model	Price	Contractor	Contract #
Nokia Essential Service for IP2250. Item# 20625102 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004225	9,288.00	Netanium Network Security	14477n
Netanium (24x7) Support for IP2250. Item# 20625103 (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004225	972.00	Netanium Network Security	14477n
Nokia IP1260. Item# 20625104 (Contract 14477n) (Requires Moratorium)	Nokia	NBB7250000	30,867.00	Netanium Network Security	14477n
Nokia Essential Service for IP1260. Item# 20625105 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004126	5,690.00	Netanium Network Security	14477n
Netanium (24x7) Support for IP1260. Item# 20625106 (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004126	595.00	Netanium Network Security	14477n
Nokia Dual Port Gig Ethernet MMF PMC Interface. Item# 20625119 (Contract 14477n) (Requires Moratorium)	Nokia	NIF4422000	2862.00	Netanium Network Security	14477n
Nokia 1 GB Memory Upgrade – Upgrade to 2GB for IP1260. Item# 20625120 (Contract 14477n) (Requires Moratorium)	Nokia	NIM6100000	1400.00	Netanium Network Security	14477n
Nokia IP260 Base Bundle. Item# 20625124 (Contract 14477n) (Requires Moratorium)	Nokia	NBB2260000	1747.00	Netanium Network Security	14477n
Nokia Essential Support. Item# 20625125 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004265	297.00	Netanium Network Security	14477n
Nokia Essential Service for IP530 (end support 31 Mar 2010). Item# 20625107 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004530	1,562.00	Netanium Network Security	14477n

Description	Brand	Model	Price	Contractor	Contract #
Netanium (24x7) Support for IP530 (end support 31 Mar 2010) Item# 20625108 (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004530	163.00	Netanium Network Security	14477n
Nokia Essential Service for IP710 (end support at least 30 Jun 2010). 20625109 Item# (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004710	1,969.00	Netanium Network Security	14477n
Netanium (24x7) Support for IP710 (end support at least 30 Jun 2010). 20625110 Item# (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004710	206.00	Netanium Network Security	14477n
Nokia Essential Service for IP740 (end support at least 30 Jun 2010). 20625111 Item# (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004740	3,477.00	Netanium Network Security	14477n
Netanium (24x7) Support for IP740 (end support at least 30 Jun 2010). 20625112 Item# (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004740	363.00	Netanium Network Security	14477n
Nokia Essential Service for IP120 (end support 31 Dec 2008). Item# 20625113 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004120	245.00	Netanium Network Security	14477n
Netanium (24x7) Support for IP120 (end support 31 Dec 2008. Item# 20625114 (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004120	25.00	Netanium Network Security	14477n
Nokia Essential Service for IP40 Satellite 16 (end support at least 31 Dec 2010). Item#20625115 (Contract 14477n) (Requires Moratorium)	Nokia	NSM1004x4x	96.00	Netanium Network Security	14477n

Description	Brand	Model	Price	Contractor	Contract #
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Netanium (24x7) Support for IP40 Satellite 16 (end support at least 31 Dec 2010). Item# 20625116 (Contract 14477n) (Requires Moratorium)	Nokia	NNS-TS-NSM1004x4x	9.00 Netanium Network Security	14477n
Nokia Four Port 10/100 Ethernet Card. Item# 20625117 (Contract 14477n) (Requires Moratorium)	Nokia	NIF4220000	950.00 Netanium Network Security	14477n
Nokia Memory Upgrade to 1GB. Item# 20625118 (Contract 14477n) (Requires Moratorium)	Nokia	NIM7102000	761.00 Netanium Network Security	14477n

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ADDENDUMS FY09			
ADDENDUM	DATE	DESCRIPTION	REMARKS
7	13 AUG 2008	CHANGE	FORMAT