



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



SOFTWARE MISCELLANEOUS

NOTICE OF AWARDS

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

27 March 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.

BOOKMARKS HAVE BEEN PROVIDED TO THE LEFT OF THE DOCUMENT TO ASSIST IN LOCATING VENDOR PRODUCTS (ICON APPEARS AS A SHEET OF PAPER WITH A BLUE RIBBON).

CONTRACTOR

Order from:
SOFTWARE HOUSE INTL INC

33 Knightsbridge Road
Piscataway NJ 08854-3925

Remit to:
Software House Intl Inc
PO Box 8500-4115
Philadelphia PA 19178

Contract: Kevin Farrell
Phone: 888-289-6088
Fax: 877-289-6088
Team Hotline: 888-591-3400

Email: kevin_Farrell@shi.com

Vendor Number: 12011614-01

Catalog Report

State of South Dakota

Catalog Name: SOFTWARE MISC
Report Range: (1 - 51) of 51
Vendor: SHI (Software House International)
Contact Name: Farrell, Kevin M.
Contact Phone: (888)289-6088

Report Requestor: Clark, Chuck
Run Date: 01/03/2012 10:24 AM

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
ATTACHMATE EXTRA!, V9.2, CONTRACT 12654 -- (1 PER UNIT) Description: Contract: 12654	Attachmate	1108869.LD	168.42		<input type="text"/>
ENDPOINT PROTECTION, V 11.0, ACADEMIC, 12 MONTHS BASIC SUPPORT CONTRACT 12654 -- (1 PER UNIT) Description: (Renews Current Maintenance) Contract 12654	Symantec	14042796	5.26		<input type="text"/>
ENDPOINT PROTECTION, V 11.0, ACADEMIC, 12 MONTHS BASIC SUPPORT CONTRACT 12654 -- (1 PER UNIT) Description: (Adds Additional Year Of Maintenance Onto New License) Contract 12654	Symantec	12706544	5.26		<input type="text"/>
ENDPOINT PROTECTION, V 11.0, ACADEMIC, MEDIA PACK CONTRACT 12654 -- (1 PER UNIT) Description: WIN (Media Needed To Install Product CD) Contract 12654	Symantec	12098245	17.17		<input type="text"/>
ENDPOINT PROTECTION, V 11.0, ACADEMIC, NEW LICENSE CONTRACT 12654 -- (1 PER UNIT) Description: W/12 Months Basic Support Contract 12654	Symantec	12706480	11.67		<input type="text"/>
ENDPOINT PROTECTION, V 11.0, ACADEMIC, UPGRADE LICENSE CONTRACT 12654 -- (1 PER UNIT) Description: W/12 Months Basic Support Contract 12654	Symantec	12706604	9.35		<input type="text"/>
ENDPOINT PROTECTION, V 11.0, GOVERNMENT, 12 MONTHS BASIC SUPPORT CONTRACT 12654 -- (1 PER UNIT) Description: (Renews Current Maintenance) Contract 12654	Symantec	14042789	7.21		<input type="text"/>
ENDPOINT PROTECTION, V 11.0, GOVERNMENT, 12 MONTHS BASIC SUPPORT CONTRACT 12654 -- (1 PER UNIT)	Symantec	12706532	7.21		<input type="text"/>

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
Description: (Adds Additional Year Of Maintenance Onto New License) Contract 12654					
ENDPOINT PROTECTION, V 11.0, GOVERNMENT, MEDIA PACK CONTRACT 12654 -- (1 PER UNIT)	Symantec	12098245	17.17		<input type="text"/>
Description: (Media Needed To Install Product CD) Contract 12654					
ENDPOINT PROTECTION, V 11.0, GOVERNMENT, NEW LICENSE CONTRACT 12654 -- (1 PER UNIT)	Symantec	12706443	16.01		<input type="text"/>
Description: W/12 Months Basic Support Contract 12654					
ENDPOINT PROTECTION, V 11.0, UPGRADE LICENSE, GOVERNMENT CONTRACT 12654 -- (1 PER UNIT)	Symantec	12706611	12.81		<input type="text"/>
Description: W/12 Months Basic Support Contract 12654					
NERO 11 PREMIUM, 100-249 USERS, CONTRACT 12654 -- (1 PER UNIT)	Nero	2G2-11F.0100-0249	18.23		<input type="text"/>
Description: Contract 12654					
NERO 11 PREMIUM, 250-499 USERS, CONTRACT 12654 -- (1 PER UNIT)	Nero	2G2-11F.0250-0499	17.57		<input type="text"/>
Description: Contract 12654					
NERO 11 PREMIUM, 35-99 USERS, CONTRACT 12654 -- (1 PER UNIT)	Nero	2G2-11F.0035-0099	19.58		<input type="text"/>
Description: Contract 12654					
NERO 11 PREMIUM, 5-34 USERS (5 USER MINIMUM PURCHASE), CONTRACT 12654 -- (1 PER UNIT)	Nero	2G2-11F.0005-0034	20.95		<input type="text"/>
Description: 1 license required per user with a 5-user minimum purchase of \$104.75 Contract 12654					
NERO 11 PREMIUM, 500-999 USERS, CONTRACT 12654 -- (1 PER UNIT)	Nero	2G2-11F.0500-0999	16.88		<input type="text"/>
Description: Contract 12654					
OMNIPAGE PRO V 18, NUANCE COMMUNICATIONS, FULL VERSION, CONTRACT 12654 -- (1 PER UNIT)	Nuance Communications	E709A-S00-18.0	353.22		<input type="text"/>
Description: 1 User License, Local, State, CD, Windows, English Contract 12654					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
OMNIPAGE PRO V 18, NUANCE COMMUNICATIONS, UPGRADE VERSION, CONTRACT 12654 -- (1 PER UNIT)	Nuance Communications	E789A-S00-18.0	140.32		<input type="text"/>
Description: 1 User Upgrade License, Local, State, CD, Windows, English Contract 12654					
PAINT SHOP PRO PHOTO, X2, UPGRADE LICENSE, 1 USER, GOV CONTRACT 12654 -- (1 PER UNIT)	Corel	LCPSPPRX3MLUGGOV	26.44		<input type="text"/>
Description: CCL, CTL, Win, DVD, Multilingual ,No Level Contract 12654					
PAINT SHOP PRO PHOTO, X3 , LICENSE, 1 USER, EDU LEVEL 1 CONTRACT 12654 -- (1 PER UNIT)	Corel	LCPSPPRX3MLA1	52.67		<input type="text"/>
Description: CCL, CTL, Level 1 (1-4)DVD Win, Multilingual Contract 12654					
PAINT SHOP PRO PHOTO, X3, LICENSE, 1 USER, EDU LEVEL 2 CONTRACT 12654 -- (1 PER UNIT)	Corel	LCPSPPRX3MLA2	49.91		<input type="text"/>
Description: CCL, CTL, Level 2 (5-24)DVD Win, Multilingual Contract 12654					
PAINT SHOP PRO PHOTO, X3, LICENSE, 1 USER, EDU LEVEL 3 CONTRACT 12654 -- (1 PER UNIT)	Corel	LCPSPPRX3MLA3	46.02		<input type="text"/>
Description: CCL, CTL, Level 3 (25-99)DVD Win, Multilingual Contract 12654					
PAINT SHOP PRO PHOTO, X3, LICENSE, 1 USER, EDU LEVEL 4 CONTRACT 12654 -- (1 PER UNIT)	Corel	LCPSPPRX3MLA4	40.47		<input type="text"/>
Description: CCL, CTL, Level 4 (100-499)DVD, Win, Multilingual					
PAINT SHOP PRO PHOTO, X3, LICENSE, 1 USER, GOV CONTRACT 12654 -- (1 PER UNIT)	Corel	LCPSPPRX3MLPCGOV	53.97		<input type="text"/>
Description: CCL, CTL, Win Multilingual No Level Contract 12654					
PAINT SHOP PRO PHOTO, X3, MEDIA, EDU/GOV CONTRACT 12654 -- (1 PER UNIT)	Corel	LMPPSPRX3CEML	23.65		<input type="text"/>
Description: CCL, CTL ,CD, Win, DVD, Multilingual (All Media & Doc)Contract 12654					
PCANYWHERE, HOST & REMOTE ONLY, V 12.5 CONTRACT 12654 -- (1 PER UNIT) **MORATORIUM APPROVAL REQUIRED**	Symantec	14344817	79.41		<input type="text"/>
Description: Per Device Std Lic Gov Band H, New License Contract 12654					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
PCANYWHERE, HOST & REMOTE, V 12.5 CONTRACT 12654 -- (1 PER UNIT) **MORATORIUM APPROVAL REQUIRED**	Symantec	14344746	66.18		<input type="text"/>
Description: StdLic 250U+ Academic Band H, New License Contract 12654					
PCANYWHERE, HOST ONLY, STANDARD, V 12.5 CONTRACT 12654 -- (1 PER UNIT) **MORATORIUM APPROVAL REQUIRED**	Symantec	14344699	37.32		<input type="text"/>
Description: Per Device Std Lic Gov Band H, New LicenseContract 12654					
PCANYWHERE, HOST ONLY, V 12.5 CONTRACT 12654 -- (1 PER UNIT) **MORATORIUM APPROVAL REQUIRED**	Symantec	14344687	31.09		<input type="text"/>
Description: Std Lic 250U+ Academic Band H, New License Contract 12654					
POLYCOM, PVX, V 8.0, APPLICATION F / SINGLE U CONTRACT 13486 -- (1 PER UNIT) **MORATORIUM APPROVAL REQUIRED**	Polycom	5151-22710-001	107.00		<input type="text"/>
Description: (**Moratorium Exemption Required**) Contract 13486.					
WINZIP, V16 STANDARD, 10-24 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLB	15.18		<input type="text"/>
Description: 1 License Required Per User, CLP, Windows, English, Contract 13201					
WINZIP, V16 STANDARD, 2-9 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLA	19.30		<input type="text"/>
Description: 1 License Required Per User, CLP, Windows, English, Contract 13201					
WINZIP, V16 STANDARD, 25-49 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLC	12.49		<input type="text"/>
Description: 1 License Required Per User, CLP, Windows, English, Contract 13201					
WINZIP, V16 STANDARD, 50-99 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLD	9.82		<input type="text"/>
Description: (One License Required For Each User). Contract 13201					
WINZIP, V16 UPGRADE, 10-24 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLUGB	7.58		<input type="text"/>
Description: 1 Upgrade License Required Per User, CLP, Windows, English, Contract 13201					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
WINZIP, V16 UPGRADE, 2-9 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLUGA	9.82		<input type="text"/>
Description: 1 Upgrade License Required Per User, CLP, Windows, English, Contract 13201					
WINZIP, V16 UPGRADE, 25-49 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLUGC	6.25		<input type="text"/>
Description: 1 Upgrade License Required Per User, CLP, Windows, English, Contract 13201					
WINZIP, V16 UPGRADE, 50-99 USERS (PRICE PER USER), CONTRACT 13201 -- (1 PER UNIT)	Corel	LCWZ16STDMLUGD	4.92		<input type="text"/>
Description: 1 Upgrade License Required Per User, CLP, Windows, English, Contract 13201					
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