

UNSECURE USB 3.0 FLASH DRIVES

NOTICE OF AWARDS

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1. **Contract Term:** The contracts established by this notice are exclusive to the listed contractor for a period of three (3) months. The State may, after the original term of the contract 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 three large customers within the state of South Dakota. 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, 15U.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. **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. **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
 - agency name

CONTRACTOR

Order From:
SHI INTERNATIONAL CORP
290 Davidson Ave
Somerset NJ 08873-4145

Remit to:
SHI International Corp
P.O. Box 952121 Dallas TX 75395-2121

Email: edgov@shi.com
Team Hotline: 888-591-3400

Contract: 17052

Vendor Number: 12011614-02

UNSECURE USB 3.0 FLASH DRIVES			July 24, 2019		
SKU	Supplier Name	Short Description	Long Description	UOM	Cost
SDCZ48-016G-A46	SHI INTERNATIONAL CORP	USB 3.0 Flash Drive, SanDisk Ultra, 16GB, Contract 17052	USB 3.0 Flash Drive, SanDisk Ultra, 16GB, 5 Year Warranty, Contract 17052	EA	7.08
SDCZ48-032G-A46	SHI INTERNATIONAL CORP	USB 3.0 Flash Drive, SanDisk Ultra, 32GB, Contract 17052	USB 3.0 Flash Drive, SanDisk Ultra, 32GB, 5 Year Warranty, Contract 17052	EA	10.56
SDCZ48-064G-A46	SHI INTERNATIONAL CORP	USB 3.0 Flash Drive, SanDisk Ultra, 64GB, Contract 17052	USB 3.0 Flash Drive, SanDisk Ultra, 64GB, 5 Year Warranty, Contract 17052	EA	16.20
SDCZ48-128G-A46	SHI INTERNATIONAL CORP	USB 3.0 Flash Drive, SanDisk Ultra, 128GB, Contract 17052	USB 3.0 Flash Drive, SanDisk Ultra, 128GB, 5 Year Warranty, Contract 17052	EA	28.71
SDCZ48-256G-A46	SHI INTERNATIONAL CORP	USB 3.0 Flash Drive, SanDisk Ultra, 256GB, Contract 17052	USB 3.0 Flash Drive, SanDisk Ultra, 256GB, 5 Year Warranty, Contract 17052	EA	51.33