



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



CLARITUS NOTICE OF AWARDS

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

Date: 18 August 2008

- 1. Contract Term:** his contract is for a period of one (1) year from 21 January 2006 through 20 January 2007, 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.
- 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, WITH THE EXCEPTION OF THOSE INDICATED ARE MORATORIUM REGULATED;
PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION.**

**ALL ITEMS, INCLUDING SUPPLY ITEMS, MUST CONTINUE TO BE ORDERED THROUGH THE
OFFICE OF PROCUREMENT MANAGEMENT.**

CONTRACTORS

Claritus

3920 South Willow Ave

Sioux Falls SD 57105

Contact: Jeff Krell

Phone: 605-334-8588

Fax: 605-334-8664

Web: www.claritus.com

Email: sdstate@claritus.com

Vendor Number: 12129639-01

Contract: 14440

Catalog Report

State of South Dakota

Catalog Name: CLARITUS
Report Range: (1 - 26) of 26
Vendor: Claritus
Contact Name: Krell, Jeffrey R.
Contact Phone: (605)334-3711

Report Requestor: Clark, Chuck
Run Date: 08/02/2011 2:22 PM

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
ASSET MANAGER -- (1 PER UNIT) ITEM# 65578023B CONTRACT N14440	CLARITUS	65578023B	4295.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
CAMERA, ID -- (1 PER UNIT) ITEM# 65578010B CONTRACT N14440	CLARITUS	65578010B	1450.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
CARDS (PACKAGE OF 500) -- ITEM # 65578017. CONTRACT #N14440	CLARITUS	65578017	60.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: Moratorium not required.					
CARDS, ID, TIME EXPIRING, 24-HOUR (PER 100). -- (1 PER UNIT) ITEM# 65578031 CONTRACT N14440	CLARITUS	65578031	185.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: moratorium not required					
CERTAIN KIT LITE (STARTER) -- (1 PER UNIT) ITEM# 65578011B CONTRACT N14440	CLARITUS	65578011B	14465.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: INCLUDES:HP WIN 7 LAPTOP, CASE, TRAVEL FIELD, TETHERED SCANNER, DL SCANNER, ID SOFTWARE, PRINTER-SIMPLEX, CAMERA, EEMS SOFTWARE, INSTALLATION.MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
CLINIC MANAGER -- (1 PER UNIT) ITEM# 65578024B CONTRACT N14440	CLARITUS	65578024B	4295.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
DUPLEX PRINTING (OPTION) -- (1 PER UNIT) ITEM# 65578015 CONTRACT N14440	CLARITUS	65578015	1000.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
INSTALLATION, ON-SITE -- (1 PER UNIT) ITEM# 65578021 CONTRACT N14440	CLARITUS	65578021	495.00		<input style="width: 50px; height: 20px;" type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
KIT, ATTENDANT, CERTAIN, DATA COLLECTION PDA 1 YEAR SOFTWARE MAINTENANCE AGREEMENT (SMA) -- (1 PER UNIT) ITEM# 65578006B CONTRACT N14440	CLARITUS	65578006B	95.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
KIT, CERTAIN -- (1 PER UNIT) ITEM# 65578001B CONTRACT N14440	CLARITUS	65578001B	21700.00		<input type="text"/>
Description: INCLUDES: MOBILE COMMAND CASE WHICH ALSO INCLUDES MONITOR, CPU, WIN V7, TETHERED SCANNER, WIRELESS ROUTER, WIRELESS ADAPTER, WIRELESS KEYBOARD AND MOUSE, DL SCANNER, BACKDROP AND STAND, DUPLEX COLOR PRINTER, ZOOM VIDEO CAMERA, ID BADGING SOFTWARE, EEMS SOFTWARE W/1 YEAR SMA, SUPPLIES TO PRODUCE 300 IDS, AND INSTALLATION.MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
KIT, ATTENDANT, CERTAIN, DATA COLLECTION PDA -- (1 PER UNIT) ITEM# CONTRACT 65578005B N14440	CLARITUS	65578005B	3585.00		<input type="text"/>
Description: INCLUDES: SOFTWARE AND 1-YEAR SMA MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
KIT, ATTENDANT, CERTAIN, STATION SOFTWARE (PER PC LICENSE) -- (1 PER UNIT) ITEM# 65578003B CONTRACT N14440	CLARITUS	65578003B	1475.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
KIT, ATTENDANT, CERTAIN, 1-YEAR SOFTWARE MAINTENANCE AGREEMENT (SMA) STATION SOFTWARE SMA - DL SCANNER ITEM# 65578005 -- (1 PER UNIT) ITEM# 65578004B CONTRACT N14440	CLARITUS	65578004B	130.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
KIT, SOFTWARE MAINTENANCE AGREEMENT (SMA), CERTAIN, 1 YEAR -- (1 PER UNIT) ITEM# 65578002B CONTRACT N14440	CLARITUS	65578002B	495.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
LABELS, ID, TIME EXPIRING, ONE-DAY (PER 1000) -- (1 PER UNIT) ITEM# 65578028 CONTRACT N14440	CLARITUS	65578028	275.00		<input type="text"/>
Description: moratorium not required					
LANYARDS (SOLD IN LOTS OF 100) -- (1 PER UNIT) ITEM# 65578020 CONTRACT N14440	CLARITUS	65578020	73.00		<input type="text"/>
Description: moratorium not required					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
MOBILE ID UNIT -- (1 PER UNIT) ITEM# 65578018B CONTRACT N14440	CLARITUS	65578018B	5495.00		<input type="text"/>
Description: INCLUDES: CASE, MONITOR, CPU, BACKDROP AND STAND, WIRELESS ADAPTER, WIRELESS KEYBOARD AND MOUSE.moratorium not required					
PRINTER, LABEL, ID -- (1 PER UNIT) ITEM# 65578026 CONTRACT N14440	CLARITUS	65578026	795.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
PRINTER, PHOTO ID, BADGE, CREDENTIALS (REPLACEMENT ITEMS FOR CREDENTIALS PHOTO ID SYSTEMS) SIMPLEX -- (1 PER UNIT) ITEM# 65578009 CONTRACT N14440	CLARITUS	65578009	2495.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
RIBBONS (500 CARD YIELD) -- (1 PER UNIT) ITEM# 65578018 CONTRACT N14440	CLARITUS	65578018	145.00		<input type="text"/>
Description: moratorium not required					
RIBBONS, DUPLEX (300 CARD YIELD) -- (1 PER UNIT) ITEM# 65578019 CONTRACT N14440	CLARITUS	65578019	145.00		<input type="text"/>
Description: moratorium not required					
SOFTWARE EEMS -- (1 PER UNIT) ITEM# 65578008B CONTRACT N14440	CLARITUS	65578008B	4295.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
SOFTWARE, PHOTO ID (REPLACEMENT ITEMS FOR CREDENTIALS STARTER PHOTO ID SYSTEMS). -- (1 PER UNIT) ITEM# 65578012 CONTRACT N14440	CLARITUS	65578012	2795.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
SYSTEM, PHOTO ID, CREDENTIALS INCLUDES: CREDENTIALS BADGE PHOTO ID PRINTER INCLUDES: COLOR SIMPLEX PRINTER, ID SOFTWARE, ID CAMERA-- (1 PER UNIT) ITEM# 65578007B CONTRACT N14440	CLARITUS	65578007B	5640.00		<input type="text"/>
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					
TAGS, ASSET , GENERIC (QUANTITY 500) -- (1 PER UNIT) ITEM# 65578032 CONTRACT N14440	CLARITUS	65578032	312.00		<input type="text"/>

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
Description: moratorium not required					
UPGRADE, OLD STYLE CERTAIN KET TO CERTAIN GT KIT-- (1 PER UNIT) ITEM# 65578022B CONTRACT N14440	CLARITUS	65578022B	15380.00		
Description: MORATORIUM REGULATED; PLEASE TAKE THE PROPER PROCEDURES IN OBTAINING MORATORIUM EXEMPTION					