

ONLINE AUCTION SERVICES

CONTRACT NO. 16559

PROPOSAL NO: EVT0000761

OPENED: 8/11/2011

THIS AGREEMENT, entered into by and between the State of South Dakota through its Office of Procurement Management, Pierre, South Dakota, hereinafter "State", and **Purple Wave, Inc. of 825 Levee Drive, Manhattan, KS 66502**, hereinafter "Contractor".

WITNESSETH, Whereas the Contractor has heretofore been awarded the contract to furnish and deliver to the State certain services, all of which are more specifically itemized, described and enumerated in the schedules and specifications of request for proposals number EVT0000761, and contract number 36345AA, issued by the State of Kansas, and made a part thereof by reference.

Exceptions to the State of Kansas contract are listed below:

1. This contract is to provide online auction services for the SD Bureau of Administration, and interested political subdivisions of the State of South Dakota.
2. The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any action, claim, dispute or litigation pertaining to or affecting this contract shall be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
3. The Contractor 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.
4. This contract is valid as long as the referenced contract of the State of Kansas is active, or unless otherwise terminated by either party in accordance with the terms of that contract. If at any time the State of Kansas contract expires or is terminated by the State of Kansas, or the party of the second part, this agreement is automatically terminated.
5. The State of South Dakota shall have all the same rights and remedies as required by the State of Kansas in contract #36345AA.
6. The Contractor shall provide quarterly reports to the State in the same manner specified in the "Quarterly Reports" section of State of Kansas contract number 36345AA. Above referenced reports shall be submitted to: **Steve Boring, Purchasing Specialist, Office of Procurement Management, PMB 01231, 523 E. Capitol Avenue, Pierre, SD 57501, or by email at steve.boring@state.sd.us**.
7. The Contractor shall provide the State of South Dakota with the same Administrative Fee as required in "Administrative Fee" section of the State of Kansas contract number 36345AA. The administrative fee shall be made in check form, payable to the "State of South Dakota, Office of Procurement Management", and must be paid within 30 days following the end of each quarter.
8. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
 - a. State of South Dakota contract #16559;
 - b. Form DA 146a;
 - c. Written modifications to the executed State of Kansas contract;
 - d. Written State of Kansas contract;
 - e. The State of Kansas RFP, including any and all amendments; and
 - f. Contractor's written proposal submitted in response to the State of Kansas RFP as finalized.
9. Notices: All notices related to this agreement shall be addressed as follows: Steve Boring, Purchasing Specialist, Office of Procurement Management, PMB 01231, 523 E. Capitol Avenue, Pierre, SD 57501.

THEREFORE, in consideration of the covenants on the part of the State which are fully set and enumerated in the said State of Kansas request for proposals and resulting contract, the Contractor agrees to furnish and deliver to the State all of the said awarded services as enumerated in the said request for proposals and contract, at the price and according to the terms and conditions, and of the kind, quality, and amounts and at the times specified in said request for proposals and contract. The Contractor may extend the services authorized by this contract to political subdivisions of the State of South Dakota under the same terms and conditions.

In Witness whereof the parties hereto have caused their Agreement to be executed as of the date of execution by both parties below.

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT

Stu L. Berg
SIGNATURE

STEVEN L. BERG, DIRECTOR

12-31-2013
DATE

PURPLE WAVE, INC

Eric Williams
SIGNATURE

Eric Williams, Chief Financial Officer

December 16, 2013
DATE