



523 East Capitol, Pierre, South Dakota 57501

605.773.3405 / boa.sd.gov

SOFTWARE MISCELLANEOUS AGREEMENT

Buyer: Lori King (002)
Phone: 605-773-4276
Fax: 605-773-4840
Email: lori.king@state.sd.us

Date: February 24, 2021
Updated: January 13, 2022

1. **Agreement:** This notice establishes an agreement resulting from BIT Quote #20976515
2. **Pricing:** 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.
3. **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.

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 this 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.

4. **Restriction of Boycott of Israel:** Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000.00) or more, by signing this Agreement vendor/contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Vendor/contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.
5. **BIT Restrictions:** Vendor/contractor will not provide to the State any computer or telecommunication hardware or video surveillance hardware, or any components thereof, or any software that was manufactured, provided, or developed by a covered entity. As used in this paragraph, "covered entity" means the following entities and any subsidiary, affiliate, or successor entity and any entity that controls, is controlled by, or is under common control with such entity: Kaspersky Lab, Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any entity that has been identified as owned or controlled by, or otherwise connected to, People's Republic of China. Vendor/contractor will immediately notify the State if vendor/contractor becomes aware of credible information that any hardware, component, or software was manufactured, provided, or developed by a covered entity.

6. **Purchasing Instructions:** All purchases made by State Agencies, and Institutions, from this contract MUST be routed through the Office of Procurement Management or as directed by the Bureau of Administration. Please read the descriptions carefully, questions on specifications are to be directed to Shellie Patterson, shellie.patterson@state.sd.us or 605-773-4024.

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

Vendor Number: 12011614-02

SKU	Supplier Name	Description	UOM	Cost
65313091AF01A00	SHI	Adobe Premiere Elements Single User: Perpetual License (one time purchase)	EA	93.81
AMER-20010106/GOV1	SHI	Nero 2021 Premium, 5-9 Users: Volume License, 1 License Required Per User with a 5-User Minimum Purchase of \$249.00.	EA	49.80
AMER-20010106/GOV2	SHI	Nero 2021 Premium, 10-49 Users: Volume License.	EA	43.94
E709A-SD9-19.0	SHI	Kofax Omnipage Ultimate 19, Full Version: Kofax OLP, 1 User License, Local, State, CD, Windows, English.	EA	358.86
E789A-SD9-19.0	SHI	Kofax Omnipage Ultimate 19, Upgrade Version: Kofax OLP, 1 User Upgrade License, Local, State, CD, Windows, English.	EA	143.54
LCSPSP2021MLGOV	SHI	PaintShop Pro 2021: ESD Single User License, Digital Download Only.	EA	57.88
LCWD12MLGOV	SHI	WinDVD 12 Corporate: Corel, Single User License, Subscription License.	EA	36.86