



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:** October 17, 2023

1. **Agreement:** This notice establishes an agreement resulting from BIT Quote # LBUS-Q-2905379
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:

**Dell Inc**

One Dell Way, Mail Stop 8129  
Round Rock, TX 78682

Remit to:

**Dell Inc**

One Dell Way, Mail Stop 8129  
Round Rock, TX 78682

Email:

[Gerard\\_Ear@Dell.com](mailto:Gerard_Ear@Dell.com)

Phone: 512-720-3258

Vendor Number: 12118714

<b>SKU</b>	<b>Supplier Name</b>	<b>Description</b>	<b>UOM</b>	<b>Cost</b>
<b>65325440AF01A00</b>	<b>DELL, INC</b>	<b>Adobe Premiere Elements 2023 Single User:</b> Perpetual License (one time purchase)	<b>EA</b>	<b>88.25</b>
<b>AMER-20030105/COR1</b>	<b>DELL, INC</b>	<b>Nero 2023 Premium, 5-9 Users:</b> Volume License, 1 License Required Per User with a 5-User Minimum Purchase of \$354.60.	<b>EA</b>	<b>70.92</b>
<b>AMER-20030105/COR2</b>	<b>DELL, INC</b>	<b>Nero 2023 Premium, 10-49 Users:</b> Volume License.	<b>EA</b>	<b>62.52</b>
<b>LCSPSP2023MLGOV</b>	<b>DELL, INC</b>	<b>PaintShop Pro 2023:</b> ESD Single User License, Digital Download Only.	<b>EA</b>	<b>54.77</b>