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## CONTRACT AWARD

Date of Award:	August 14th, 2023
Contract Number:	State of Kansas Contracts – 53021
Procurement Officer:	Robby Murray
Telephone:	(316) 978-5185
E-mail Address:	<a href="mailto:robby.murray@wichita.edu">robby.murray@wichita.edu</a>
<b>Item:</b>	<b>Software Value Added Reseller</b>
Agency:	Statewide
Period of Contract:	January 03, 2023 through April 24, 2027
General Scope:	For Commercial Off the Shelf Software (COTS) and Individual, Volume, and Enterprise Software Licensing. This contract does not include Custom / Customized Software and IT Managed Services. Includes basic installation, training, software maintenance and support, and select value-added services. See NASPO ValuePoint Master Price Agreement and Cost Proposal for details: <a href="https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/shi-international-corp/">https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/shi-international-corp/</a>
Contractors:	SHI International Corporation
Payment Terms:	Net 30
Administrative Fee:	An Administrative Fee will be assessed against purchases from this contract.
Procurement Cards:	Agencies may use State of Kansas Business Procurement Card for purchases from this contract. <u>Processing Fees may be charged.</u>

**For all Software purchases, including renewals, Contact the ITS Applications Director - Shadi Tafaraji ([shadi.tafaraji@wichita.edu](mailto:shadi.tafaraji@wichita.edu)) for a quote.**

## CONTRACT AWARD

**Date of Award:** January 03, 2023  
**Contract ID:** 0000000000000000000053201  
**Event ID:** NASPO  
**Replace Contract:** New

**Procurement Officer:** Marvin Kelly Johnson  
**Telephone:** 785/296-2375  
**E-Mail Address:** [kelly.johnson@ks.gov](mailto:kelly.johnson@ks.gov)  
**Web Address:** <https://admin.ks.gov/offices/procurement-contracts>

**Item:** Software VAR

**ValuePoint Contract ID:** CTR060028  
Master agreement is found at [Portfolio Contractor - NASPO ValuePoint](#)  
Pricing information is located at the above link under "Pricing Documents"

**Agency/Business Unit:** Statewide  
**Period of Contract:** January 03, 2023 through April 24, 2027

**Contractor:** SHI International Corporation  
290 Davidson Avenue  
Somerset, NJ 08873-4145

**Vendor ID:** 0000014659  
**FEIN:** On File

**Contact Person:** Rob Hart  
**E-Mail:** [rob\\_hart@shi.com](mailto:rob_hart@shi.com)  
**Toll Free Telephone:** 888-394-5232  
**Mobile Number:** 816-679-6479

Support Team Email: [MOKA@shi.com](mailto:MOKA@shi.com)  
Support Team Telephone: 888-394-5232  
Web site: <https://www.publicsector.shidirect.com/myhome.aspx>

**Payment Terms:** Net 30

**Political Subdivisions:** Pricing **is** available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies **may not** use a P-Card for purchases from this contract.

**Administrative Fee:** Administrative Fees have been incorporated into the unit prices of this contract.

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The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

**PARTICIPATING ADDENDUM**



**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**

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Master Agreement #: CTR060028  
Contractor: SHI  
Participating Entity: STATE OF KANSAS

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

**PARTICIPATING ADDENDUM**



**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Nicole Rasky
Address:	290 Davidson Ave Somerset NJ 08873
Telephone:	732-584-8227
Fax:	NA
Email:	Naspo_svar@shi.com

**PARTICIPATING ENTITY:**

Name:	Kelly Johnson
Address:	Kansas Department of Administration 900 SW Jackson, Suite 451-S Topeka, KS 66612-1216
Telephone:	785-296-4168
Fax:	785-296-7240
Email:	kelly.johnson@ks.gov

**Participating Entity Modifications and Additions to the Master Agreement**

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**
  - a) The laws of the State of Kansas shall govern this Participating Addendum.
  - b) State of Kansas Contractual Provisions Attachment, DA-146a attached and incorporated into this Participating Addendum as Attachment A will have prior precedence over the Order of Precedence for the Master Agreement (CTR060028).
  - c) Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at: <https://admin.ks.gov/offices/chief-financial-officer/travel-information-for-state-employees> unless otherwise agreed upon with the Purchasing Entity.

**PARTICIPATING ADDENDUM**



**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**

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d) Leasing is outside the scope of the NASPO ValuePoint Agreement and this Participating Addendum.

e) Reports and Administrative Fees:

The Contractor shall submit calendar quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual, net invoice sales"), made from this Participating Addendum. This report should include as a minimum the agency name, quantity, description and amount. The report will be provided electronically and a check sent payable to the State of Kansas - Office of Procurement and Contracts for an amount equal to one half of one percent (0.50%) of the total actual sales. The report is to be sent to: [reports@ks.gov](mailto:reports@ks.gov). The report and fee shall be submitted by these quarterly dates:

- Quarter #1: July 1st through September 30th, due by November 30th
- Quarter #2: October 1st through December 31st, due by February 28th
- Quarter #3: January 1st through March 31st, due by May 31st
- Quarter #4: April 1st through June 30th, due by August 31st

f) This contract is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.

g) A State of Kansas, Tax Clearance Certificate is required to execute this contract.

h) The contractor shall sign and submit a "Policy Regarding Sexual Harassment Acknowledgment form" per Executive Order 18-04. This form is required to execute this contract.

i) The contractor shall sign and submit a "Boycott of Israel certification Form" per HB 2482, 2018 Legislature. This form is required to execute this contract.

j) The contractor acknowledges the assigned State of Kansas contract number is: 0000000000000000000053201.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Reserved

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless

**PARTICIPATING ADDENDUM**



**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**

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the parties to the order agree in writing that another contract or agreement applies to the order.

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

## **1. Contractual Provisions Attachment A**

**DA-146a Rev. 07/19**

### **1.1. Important**

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 16th day of December, 2022.

### **1.2. Terms Herein Controlling Provisions**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

### **1.3. Kansas Law and Venue**

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

### **1.4. Termination Due to Lack of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety

(90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

### **1.5. Disclaimer of Liability**

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

### **1.6. Anti-Discrimination Clause**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any

violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

#### **1.7. Acceptance of Contract**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

#### **1.8. Arbitration, Damages, Warranties**

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

#### **1.9. Representative's Authority to Contract**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

#### **1.10. Responsibility For Taxes**

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

#### **1.11. Insurance**

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

#### **1.12. Information**

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

#### **1.13. The Eleventh Amendment**

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

#### **1.14. Campaign Contributions / Lobbying**

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.