

CREDENTIALING SYSTEM

STATE CONTRACT 17713

CONTRACT made and entered into this 1st day of September 2022, by and between the Bureau of Administration, Office of Procurement Management, a state agency, of 523 East Capitol Avenue, Pierre, South Dakota 57501-3182, (the "State") and Midwest Card and ID Solutions of 474 NW Gateway Ave. Riverside, MO, 64150-9519(the "Contractor").

The State hereby enters into this Agreement for credentialing equipment/items as listed in Exhibit A and delivery of same with the Contractor in consideration of and pursuant to the terms and conditions set forth herein.

1. **Contract Term:** The contract established by the notice is exclusive to the Contractor for a period of one (1) year from September 1, 2022, through August 31, 2023. The State Contract Number for this agreement is **17713**.
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. Notice shall be given at least 30 days prior to the termination of the contract.
3. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this contract:

State of South Dakota	Lori King
Address:	Office of Procurement Management 523 East Capitol Avenue Pierre, SD 57501
Telephone:	605-773-4276
Fax:	605-773-4840
Email:	lori.king@state.sd.us
Midwest Card and ID Solutions	Brenden Ourth
SDAS Vendor #:	12441764
Address:	Midwest Card and ID Solutions 4747 NW Gateway Ave Riverside MO 64150-9519
Telephone:	816-221-0620 (Cell# 816-935-8235)
Fax:	816-221-1213
Email:	Brenden@midwestcard.com

4. **SDAS Vendor Number:** The Contractor's vendor number in the State's Accounting System is 12441764.
5. **Pricing:** The contractor must submit their request for a price increase to the Office of Procurement Management. Annually a new price list will be incorporated to the contract. The new price list will become effective within 14 days after the State has received the new pricing. Price decreases are acceptable on invoice(s) presented for payment.
6. **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.
7. **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 21 days from the date of purchase order. Additional days will be allowed for back-ordered items when notification is given, in writing, to the state agency that the items are not available for immediate delivery.
8. **Invoices:** Invoices will be paid after 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 the contract. Invoices must be submitted to the "Bill To" address on the Purchase Order. If a formal Purchase Order wasn't issued, invoices shall be directly submitted to the state agency ordering the items. The Contractor shall not submit invoices directly to the Office of Procurement Management.
9. **Payment:** The State will make payments to the contract, and interest on late payments will be governed by South Dakota Codified Law 5-26, "Prompt Payment Act."
10. **Product Updates and Substitutions:** Deviations, substitutions, or product updates on this contract shall not be made unless expressly authorized by the Office of Procurement Management.
11. **Warranty:** All products shall be new, unused, current production models, where applicable. The Contractor will pass through to Customer any applicable warranties of the manufacturer to the extent permissible. The Contractor will assist the State of South Dakota with manufacturer warranty issues where necessary.
12. **Termination:** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is affected by the State, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the State because of the Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by the Contractor it is determined that the Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
13. **Non-Appropriation of Funds:** This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for

any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. **Compliance with Applicable Laws:** The products and services supplied under the contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements
15. **Governing Law:** This Contract shall be governed by, construed and enforced in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Contract shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
16. **Indemnification:** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
17. **Debarment:** By signing this contract, the Contractor 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.
18. **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.
19. **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.
20. **Insurance:** The contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in

connection with the contract. The contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and shall provide the State with certificates of insurance, and, when requested, the insurance policy involved.

21. **Restricted Entities:** 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. 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.

In Witness whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE OF SOUTH DAKOTA

BY: _____


Steven L. Berg, Director
Office of Procurement Management

DATE: 09/01/2022

MIDWEST CARD & ID SOLUTIONS

BY: _____


Phil Johannes, Owner
Midwest Card & ID Solutions

DATE: 09/14/2022

EXHIBIT A

PRICE LIST

CREDENTIALING SYSTEM			Price List Date:	
SKU	Supplier Name	Description	UOM	Cost
DIH10458	Midwest Card and ID Solutions	XID 8300 Retransfer Credential Card Printer.	EA	\$5,595.00
DIH10461	Midwest Card and ID Solutions	Edisecure ILM-LS Single Sided Lamination Unit.	EA	\$2,995.00
PR000817	Midwest Card and ID Solutions	XID "ChromeXpert" 5-Panel Color Ribbon Kit (Yield 750 cards)	EA	\$425.00
PR000819	Midwest Card and ID Solutions	XID "ChromeXpert" Retransfer Film	EA	\$150.00
DIC10180	Midwest Card and ID Solutions	Clear Patch Laminate, 1.0 mil (Yield 550 single sided cards) \$0.35 per card	EA	\$195.00
IT-ST-FP- RT	Midwest Card and ID Solutions	Salamander "RapidTAG" Annual Software Subscription (Per PC).	EA	\$500.00
IT-ST-FP-RTE	Midwest Card and ID Solutions	Salamander "RapidTAG EVAC" Annual Software Subscription (Per PC).	EA	\$500.00
DS8108-SR7U	Midwest Card and ID Solutions	Zebra Tethered USB Barcode Scanner.	EA	\$496.00
FT-CASE-L	Midwest Card and ID Solutions	Pelican StormCase (with custom foam) for rapidTAG "EVAC" components (Houses card printer, scanner, and 14" laptop with supplies)	EA	\$899.25
XP-659596-A	Midwest Card and ID Solutions	Black Ribbon with cleaning roller for Simple 310S Card Printer	EA	\$35.00
IT-ST-FP-COM	Midwest Card and ID Solutions	Annual +Salamander Command Software Subscription (Per Pc).	EA	\$500.00
APP-CONFIG-TRK	Midwest Card and ID Solutions	Salamander APP Setup and Configuration (One-time fee per account)	EA	\$30.00
XP-651420-A	Midwest Card and ID Solutions	Solid IDP 510D Dual Sided Card Printer / No Encoding Option / USB	EA	\$2,895.00

XP-659593-A	Midwest Card and ID Solutions	Solid 510 Printer Color Ribbon Kit (YMCKOK) – includes cleaning roller, 200 cards/roll (S510-NADC-P-YMCKOK)	EA	\$100.00
AGZC11-00U	Midwest Card and ID Solutions	Zebra ZC100 Single-Sided Card Printer (USB Connectivity) *Price includes remote (internet based) printer driver installation and configuration (on each printer).	EA	\$1,480.00
800300-303	Midwest Card and ID Solutions	Zebra monochrome (Black) ribbon for ZC100 Series Printer Yield 1,500 cards per ribbon)	EA	\$36.00
XP-651531-A	Midwest Card and ID Solutions	Solid- 310S Card Printer (single sided unit)	EA	\$1,550.00
XP-659596-A	Midwest Card and ID Solutions	Black Ribbon for Solid 310 Printer with cleaning roller (Yield 1,200 cards per roll)	EA	\$35.00
800033-301	Midwest Card and ID Solutions	Zebra ZXP-3 Series Black Monochrome Ribbon For Zxp Series 3 Black (Yield 2000).	EA	\$38.00
511P-CASE	Midwest Card and ID Solutions	Printer Carrying Case, Soft Sided For Zxp Series 3 Printer.	EA	\$150.00
505400	Midwest Card and ID Solutions	WHITE non-slotted Card Stock (Box of 500 cards)	EA	\$57.50
101-005-226	Midwest Card and ID Solutions	Vertically Slotted Card Stock (Orange) (500 Cards).	EA	\$153.00
101-004-368	Midwest Card and ID Solutions	Vertically Slotted Card Stock (Yellow) (500 Cards).	EA	\$153.00
101-004-026	Midwest Card and ID Solutions	Vertically Slotted Card Stock (Light Blue) (500 Cards).	EA	\$153.00
101-004-024	Midwest Card and ID Solutions	Vertically Slotted Card Stock (Grey) (500 Cards).	EA	\$153.00
11445-GREEN	Midwest Card and ID Solutions	Vertically Slotted Card Stock (Neon Green) (500 Cards).	EA	\$153.00
11445	Midwest Card and ID Solutions	Vertically Slotted Card Stock (White) (500 Cards).	EA	\$75.00
2105-2000	Midwest Card and ID Solutions	Clear Vinyl Strap Clips (Pack Of 500).	EA	\$95.00
IT-SL-PK	Midwest Card and ID Solutions	Salamander Resource Mgr Web Workstation License Key For State Credential Printing Capability.	EA	\$250.00

SA9300	Midwest Card and ID Solutions	Double Sided Card Holder (Black Plastic) Pack Of 25 Holders.	EA	\$52.00
2120-7051	Midwest Card and ID Solutions	Carabiner Style Badge Reel (Pack Of 25).	EA	\$60.00
3UP_HOLE	Midwest Card and ID Solutions	3-Up Key Fob Card Stock, White Pvc With Holes (Price Per 500 Cards).	EA	\$153.00
IT-SL-L1	Midwest Card and ID Solutions	Annual Fee for Salamander "TRACK APP" (Mobile app) for Android or Apple (IOS) devices (Includes 12-month subscription for 5 Users)	EA	\$750.00
ZD4A043-C01M00EZ)	Midwest Card and ID Solutions	Zebra (ZD421) Label Printer (For asset management)	EA	\$850.00
05095CT11007	Midwest Card and ID Solutions	Zebra Label Printer Ribbons (4.33" (110MM) Wide X 244' (74m) Length Zd420 Cartridge, 6 Cartridges Per Case, Priced Per Case)	EA	\$149.00
82414	Midwest Card and ID Solutions	Peel and Stick Labels 2" x 1" peel-and-stick Synthetic Poly labels (12 rolls per case) 260 labels per roll	EA	\$135.00
AM-OL-L1	Midwest Card and ID Solutions	1 Year Subscription- Organization Level 1 Base Package for 1 Organization (Includes SalamanderLive - based ASSET MANAGEMENT for users within one Salamander organization, 1 Print Location, and 2 INVENTORY APPs. Hardware and supplies not included.)	EA	\$750.00
INV-APP	Midwest Card and ID Solutions	Annual Fee for Salamander "INVENTORY" Mobile APP for Android or Apple (IOS) devices (Includes 12 month subscription for 1 APP additional Account within same purchasing organization and part number listed above.	EA	\$150.00

IT-ST-02	Midwest Card and ID Solutions	Annual Fee for additional Salamander "TRACK APP" Mobile app account. Android or Apple (IOS) devices (Includes 12 month subscription for 1 User – requires purchase of IT-SL-L1 above)	EA	\$150.00
AM-OL-L2	Midwest Card and ID Solutions	1 Year - Asset Management (Organization Level 2) Base Package for 3 Organizations (Includes SalamanderLive - based ASSET MANAGEMENT for users within three organizations, 1 Print Location, and 2 INVENTORY APPS . Hardware and supplies not included.)	EA	\$1,425.00
7710001149SP	Midwest Card and ID Solutions	Swiftpro K30D Dual-Sided Retransfer Card Printer	EA	\$4,995.00
7710004156SP	Midwest Card and ID Solutions	YMCK-K Ribbon Kit (K30D Card Printer Supply) Yield is 750 cards per roll	EA	\$400.00
7710004159SP	Midwest Card and ID Solutions	Retransfer Film for K30D Retransfer Printer (Yield is 500 Duplex cards per roll)	EA	\$145.00
MCID-TRAIN	Midwest Card and ID Solutions	Midwest Card On-Site Install , Configuration, Training For Salamander Solutions (Price Shown Is Per Day And Engineered Based On Purchased Products).	EA	\$2,250.00
EP-L1-OL	Midwest Card and ID Solutions	1 Year Subscription - Salamander "Events Pro" LEVEL 1 Solution for (1) Salamander LIVE Organization	EA	\$1000.00
EP-L2-OL	Midwest Card and ID Solutions	1 Year Subscription - Salamander "Events Pro" LEVEL 2 Solution for (3) Salamander LIVE Organization	EA	\$2,400.00

EP-L2-AO	Midwest Card and ID Solutions	1 Year Subscription - Salamander "Events Pro" LEVEL 2 Solution for Additional Organization (must have Level 2 above)	EA	\$800.00
EP-L3-OL	Midwest Card and ID Solutions	1 Year Subscription - Salamander "Events Pro" LEVEL 3 Solution for (3) Salamander LIVE Organization	EA	\$6,500.00
EP-L3-AO	Midwest Card and ID Solutions	1 Year Subscription - Salamander "Events Pro" LEVEL 3 Solution for Additional Organization (must have Level 2 above)	EA	\$650.00
EP-L3-OL	Midwest Card and ID Solutions	1 Year Subscription - Salamander "Events Pro" LEVEL 4 Solution for (50) Salamander LIVE Organization	EA	\$25,000.00
PL-L1-OL	Midwest Card and ID Solutions	1 Year - PLANS Level 1 Includes: PLANS and EVENTS PRO For One (1) SalamanderLive Organization	EA	\$2,000.00
PL-L2-OL	Midwest Card and ID Solutions	1 Year - PLANS Level 2 Includes: PLANS and EVENTS PRO For Three (3) SalamanderLive Organizations	EA	\$4,800.00

PL-L2-OL	Midwest Card and ID Solutions	1 Year - PLANS Level 3 Includes: PLANS and EVENTS PRO For Ten (10) SalamanderLive Organizations	EA	\$13,000.00
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