

SECURITY DEVICES

AGREEMENT

Buyer: Chuck Clark (003)
Phone: 605-773-4276
Fax: 605-773-4840
Email: chuck.clark@state.sd.us

Date: April 1, 2021

1. This notice establishes an agreement resulting from BIT Quote #20254329.
2. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the vendor's price, the State reserves the right to purchase the lower priced product.
3. **Delivery:** All orders shall be shipped F.O.B. destination. 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.
4. 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. 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. 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.
7. 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

Contract: 17437

Vendor Number: 12011614-02

SKU	Supplier Name	Description	UOM	Cost
5060408461426	SHI	YubiKey 5 NFC: Security Device, for Multi Factor Authentication	EA	45.00