

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Computer Equipment, Peripherals & Related Services: Samsung P
Contract Number: PADD17200261
Contract Value this Extension: \$50,000.00 USD
Total Contract Value: **\$1,050,000.00USD**
Contract Term: **04/01/2020 – 07/31/2021**
Purchase Order Date: **03/18/2020**
Submitted By: Kaylee Starman

Supplier

Samsung Electronics America, Inc.
85 Challenger Road
Ridgefield Park NJ, 83201

Phone: +1 201-229-4782
Fax: +1 859-402-9266
Email: d.curran@sea.samsung.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: per agency order

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by

Idaho Code, Section 67-2327, is extended for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend Minnesota Agreement No. MNWNC-126 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 11/03/2016-03/31 /2017 \$250,000.00

Change Order 1: 11/03/2016-03/31/2017 \$0.00

Change Order 2: 4/1/2017-3/31/2020 \$750,000.00

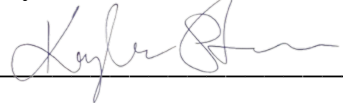
Change Order 3 (this extension) : 4/1/2020-7/31/2021 \$50,000.00

Total PADD Value: \$1,050,000.00

Special Instructions:

Internal Comments:

Signature : Kaylee Starman

Signed By :  _____

AMENDMENT NO. 2 TO CONTRACT MNWNC-126

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Samsung Electronics America, Inc., 85 Challenger Rd, Ridgefield Park, NJ 07660 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-126, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Tablets including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-126 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

| | |
|---|--|
| <p>1. SAMSUNG ELECTRONICS AMERICA, INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>[Signature]</u> Signature <u>Michael Coler</u> Printed Name</p> <p>Title: <u>VP Mobile Channels</u></p> <p>Date: <u>1/15/20</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p> | <p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>1.30.2020</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u>[Signature]</u></p> <p>Date: <u>1/30/2020</u></p> |
|---|--|





State of Idaho

CHANGE ORDER - 02
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200261

Account Number: AC-1

Revision Number: 02

Change Order Date: March 22, 2017

Service Start Date: November 3, 2016

Service End Date: March 31, 2020

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [MA extension Samsung.pdf](#) :
[ChangeLog.htm](#) :Purchase Order Change

Supplier

Dierdre Curran
 Samsung Electronics America, Inc.
 85 Challenger Road
 Ridgefield Park, NJ 07660
 Phone: 201-229-4782-

Fax: 859-402-9266

Email: d.curran@sea.samsung.com

Buyer Contact

Stephanie Wildman
 Tel:208-332-1611
 Fax: 208-327-7320
 Stephanie.Wildman@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200261 Change Order 2

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend Minnesota Agreement No. MNWNC-126 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 11/03/2016-03/31/2017 \$250,000.00

Change Order 1: 11/03/2016-03/31/2017 \$0.00

This Renewal: 4/1/2017-3/31/2020 \$750,000.00

Total PADD Value: \$1,000,000.00

| Supplier Part Number | Quantity | Items Back Order | Unit | Unit Price | Total |
|--|----------|------------------|------|------------|--------------|
| | 3.00 | 0 | ANN | 250,000.00 | \$750,000.00 |
| Item Description #1 Three (3) year renewal 🚩 Delivery Date: March 22, 2017 Shipping Method: Delivery Shipping Instructions: Ship per Ordering Entity instructions Ship FOB: Destination Attachment(s) Special Instructions: Bill per Ordering Entity instructions | | | | | |

| | |
|----------------------------|--------------|
| Sub-Total (USD) | \$750,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$750,000.00 |

Note: If there is a 📉 next to an item's unit price, that indicates that the price has been discounted.

Signature: 
 Signed By : Stephanie Wildman

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-126

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Samsung Electronics America, Inc., 85 Challenger Rd, Ridgefield Park, NJ 07660 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-126, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

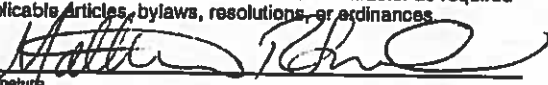
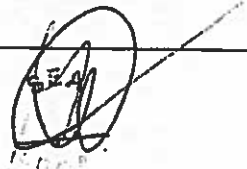
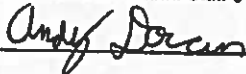
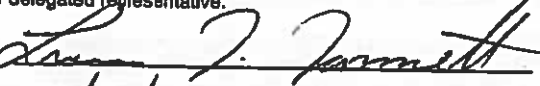
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-126 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

| | |
|---|--|
| <p>1. SAMSUNG ELECTRONICS AMERICA, INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable Articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature Matt Smith Printed Name</p> <p>Title: <u>VP</u></p> <p>Date: <u>03/01/2017</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p> <p></p> | <p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>3/3/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u></p> <p>Date: <u>3/6/2017</u></p> |
|---|--|



MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

| | | |
|--|-------------------------------|------------------|
| 1. BASELINE PRICE LIST: SAMSUNG MSRP | | |
| LINK: www.samsung.com/us/msrp-price-sheets/ | | |
| 2. BAND DISCOUNTS | | |
| | CATEGORY | MINIMUM DISCOUNT |
| BAND 3 TABLET | 3T | 27% |
| CATEGORY EXCEPTION: Accessories for Windows Devices | 3C | 31% |
| CATEGORY EXCEPTION: Storage (SSD) | 3S | 24% |
| IMPORTANT: The minimum discount is provided, refer to Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance. | | |
| 3. THIRD PARTY PRODUCTS | | |
| | 3TM | 2% |
| 4. SERVICES – 7% to 48% (see schedule below) | | |
| Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information please click on the link www.samsung.com/us/support enter your model number and click on downloads. Full warranty information is available on the download page. | | |
| Warranty/Installation discounts off MSRP: Android devices: 15%; Windows Devices: 7%; Printers/MFPs: 48%; Displays: 27%; Out of warranty break/fix is cost of actual parts and labor rates at the time service is requested. | | |
| Image Loading - \$30/unit; Image Consulting \$185 one time set up fee for recurring; Asset Tagging – Basic \$6, Intermediate-\$10, Advanced \$15; Installation \$55/unit; general consulting and training \$149/hour; Staging/Deployment - \$5/unit. | | |
| 5. LEASING | | |
| Participating Addendum may identify if and how leasing agreement terms will be conducted. | | |
| 6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases | | |
| Additional discounts available through special bid process called "SPA". Contact Samsung Account Manager to initiate. | | |
| | ADDITIONAL DISCOUNTS OFF LIST | |
| | CATEGORY CODE | MINIMUM DISCOUNT |
| Window Devices | 3B | 30% |
| Accessories for Android Devices | 3D | 27% |
| Color/Mono Printers, Color/mono mfps | 3E, 3F, 3G | 40% |
| Printer/MFP Accessories | 3H | 31% |
| Printer/MFP Supplies, Maintenance kits/drums/transfer kits | 3I | 26% |
| Desktop Displays | 3J | 36% |
| Large Format Displays | 3K | 32% |
| Display Accessories | 3L | 30% |
| Memory (Micro SD) | 3R | 31% |

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

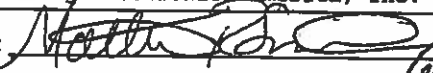
BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Samsung Electronics America, Inc. Date 03/01/2017
Authorized Signature:  Telephone number: 201-229-4000
Printed Name: Matt Smith Title: VP

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283



Minnesota Department of
HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

SAMSUNG ELECTRONICS AMERICA INC is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 3/18/2015 to 3/17/2019.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155
Tel 651.539.1100 • MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | |
|--|--|
| PRODUCER Willis Towers Watson One World Financial Center 200 Liberty Street New York NY 10281 | CONTACT NAME: Dongkyu Kim PHONE (A/C No. Ext): 212-915-8229 FAX (A/C No.): 212-519-5456 E-MAIL ADDRESS: Dongkyu.kim@willistowerswatson.com PRODUCER CUSTOMER ID#: |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED Samsung Electronics America, Inc. 85 Challenger Road Ridgefield Park, NJ 07660 | INSURER A: Samsung Fire & Marine Insurance Co. NAIC # 38300 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURERS | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------|----------------------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | CGL 0000453 00 CGL 0000455 00 | 8/15/2016 8/1/2016 | 8/15/2017 8/1/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 Prod Comp/OP Occ \$ 3,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WCV 000365 03 | 6/13/2016 | 6/13/2017 | <input checked="" type="checkbox"/> WVC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The State of Minnesota, its officers and employees are included as Additional Insureds in accordance with the policy provisions of the General Liability as required by written agreement. This insurance is primary and non contributory.

| | |
|---|--|
| CERTIFICATE HOLDER State of Minnesota NASPO Department of Administration Materials Management Division 50 Sherburne Avenue 112 Administration Building St. Paul, MN 55155 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|



State of Idaho

CHANGE ORDER - 01
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Supplier

Purchase Order Number: PADD17200261

Account Number: AC-1

Revision Number: 01

Change Order Date: November 10, 2016

Service Start Date: November 3, 2016

Service End Date: March 31, 2017

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [PADD Document.pdf](#) :
[ChangeLog.htm](#) :Purchase Order Change

Dierdre Curran
 Samsung Electronics America, Inc.
 85 Challenger Road
 Ridgefield Park, NJ 07660
Phone: 201-229-4782-

Fax: 859-402-9266

Email: d.curran@sea.samsung.com

Buyer Contact

Stephanie Wildman
 Tel:208-332-1611
 Fax: 208-327-7320
 Stephanie.Wildman@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

Change Order 1 - Administrative Change to PADD17200261 for Computer Equipment, Peripherals, and Related Services to add PADD Document.

Instructions

This Contract is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint Master Agreement (MNWNC-126, administered by the State of Minnesota). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual releases (delivery or purchase orders) against this Participating Addendum on an as needed basis.

Contract Title: Computer Equipment, Peripherals, and Related Services Contract

Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Stephanie Wildman

Phone: 208-332-1611

Fax: 208-327-7320

Email: Stephanie.Wildman@adm.idaho.gov

Contractor's Primary Contact: Michelle Lawrence

Phone: 712-351-1089

Email: m.lawrence@sea.samsung.com


CONTRACTOR: Ship to the FOB Destination and bill directly to the Ordering Entity. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Master Agreement and PADD Number or PO Number on any invoices/statement will facilitate the efficient processing of payment.

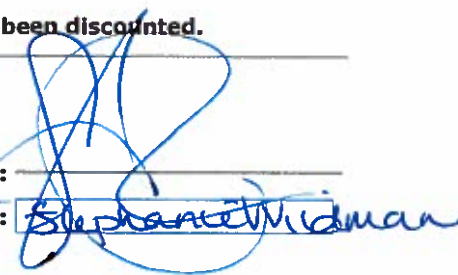
QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document.

Contract History:
 Original PADD: \$250,000.00
 Change Order 1 - this Change Order \$0.00 (administrative change only)
 Total Contract Value: \$250,000.00

| Supplier Part Number | Quantity | Items Back Order | Unit | Unit Price | Total |
|-------------------------------|------------------|--|------|------------|--------------|
| | 5.00 | 0 | MON | 50,000.00 | \$250,000.00 |
| Item Description | #1 | Computer Equipment, Peripherals, and Related Services Participating Addendum | | | |
| Delivery Date: | November 4, 2016 | | | | |
| Shipping Method: | Delivery | | | | |
| Shipping Instructions: | | | | | |
| Ship FOB: | Destination | | | | |
| Attachment(s) | | | | | |
| Special Instructions: | | | | | |

Sub-Total (USD) \$250,000.00
Estimated Tax (USD) \$0.00
TOTAL: (USD) \$250,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : _____
 Signed By : 



State of Idaho

Participating Addendum

Purchase Order Summary

Supplier

Purchase Order Number: PADD17200261
Account Number: AC-1
Purchase Order Date: November 3, 2016
Delivery Date: October 19, 2016
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s):

Dierdre Curran
 Samsung Electronics America, Inc.
 85 Challenger Road
 Ridgefield Park, NJ 07660
Phone: 201-229-4782-
Fax: 859-402-9266
Email: d.curran@sea.samsung.com

Buyer Contact

Stephanie Wildman
 Tel:208-332-1611
 Fax: 208-327-7320
 Stephanie.Wildman@adm.idaho.gov

Contract Number:

Bill To Address

Ship To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Items

| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |
|----------------------|----------|------------|------|------------|--------------|
| | 5.00 | 0 | MON | 50,000.00 | \$250,000.00 |

Item Description #1
 Computer Equipment, Peripherals, and Related Services Participating Addendum

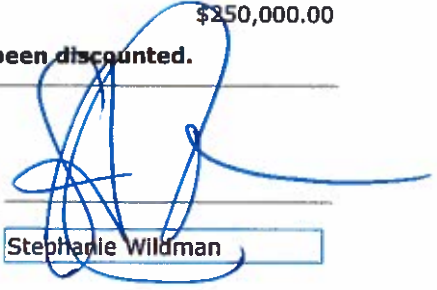
Delivery Date: October 19, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

| | |
|----------------------------|--------------|
| Sub-Total (USD) | \$250,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$250,000.00 |

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : _____

Signed By :



PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment, Peripherals, and Related Services
Administered by the State of Minnesota (hereinafter "Lead State")

Master Agreement No: MNWNC-126
Samsung Electronics America, Inc.
(hereinafter "Contractor")

And
The State of Idaho
(hereinafter "State")

PADD17200261

1. **Scope:** This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Samsung Electronics America, Inc. (Master Agreement No. MNWNC-126), for use by State agencies and other entities located in the State.

Contractor has been awarded Bands in the following categories:

Band 3: Tablet

Ruggedized equipment will be allowed in Band 3.

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted in Section 3. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. **Term:** This PADD will be effective July 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, unless extended, renewed or terminated earlier.

4. **Configuration Dollar Limits:** This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

| ITEM | CONFIGURATION* |
|-------------|----------------|
| Tablets | \$2,500 |
| Peripherals | \$2,500 |
| Services | No Limitation |

*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

Purchases outside these limits must receive approval from the Administrator.

5. **Restrictions:** This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor offered peripherals compatible with the procured hardware. Purchases exclusively for software and printers will not be allowed via this PADD. Lease or rentals of equipment will also not be allowed via this PADD.

6. **State Modifications or Additions to Master Agreement:** Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

6.1 **Assignment:** In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Administrator. All rights of action, however, for any breach of this PADD by the contracting parties are reserved by the Administrator.

6.2 **Amendments:** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 6.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

6.3 **Governing Law:** Notwithstanding any provision to the contrary, the State's PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. Any action to enforce the provisions of this PADD shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUC).

6.4 **Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM**. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

| <u>Reporting Time Line (Fiscal Year Quarters)</u> | <u>Fee and Report Due</u> |
|---|---------------------------|
| 1 st Quarter July 1 - Sept 30 | October 31 st |
| 2 nd Quarter Oct 1 - Dec 31 | January 31 st |
| 3 rd Quarter Jan 1 - Mar 31 | April 30 th |
| 4 th Quarter Apr 1 - Jun 30 | July 31 st |

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|-----------|--|
| Name | Michelle Lawrence |
| Address | 85 Challenger Road, Ridgefield Park, New Jersey 07660 |
| Telephone | 712-351-1089 |
| Fax | |
| E-mail | m.lawrence@sea.samsung.com |

State of Idaho

| | |
|-----------|--|
| Name | Stephanie Wildman |
| Address | 650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075 |
| Telephone | 208.332.1611 |
| Fax | 208.327.7320 |
| E-mail | stephanie.wildman@adm.idaho.gov |

8. **Partner Utilization:** State authorized Value Added Resellers (VARs) are listed on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html.

9. **Applicable Terms:** The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with State law.


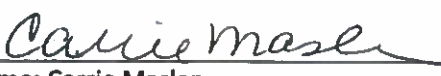
10. **Orders:** Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement. All orders placed by Ordering Entities within the State must include the Participating State contract number: **PADD17200261** as well as the Lead State Master Agreement No. **MNWNC-126**.

11. **Order of Precedence:**

- 11.1 The State's Participating Addendum ("PADD"); the State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;
- 11.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
- 11.3 The Solicitation including all Addendums; and,
- 11.4 Contract Vendor's response to the Solicitation.

12. Entire Agreement: This PADD and the Master Agreement No. MNWNC-126, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed in Section 11, above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

IN WITNESS WHEREOF, the parties execute this Participating Addendum.

| | |
|---|--|
| Participating State: IDAHO | Contractor: SAMSUNG ELECTRONICS AMERICA, INC. |
| By:  | By:  |
| Name: Stephanie Wildman | Name: Carrie Maslen |
| Title: Buyer | Title: VP Sales Operations |
| Date: 10/19/2016 | Date: 10/19/2016 |

