

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.

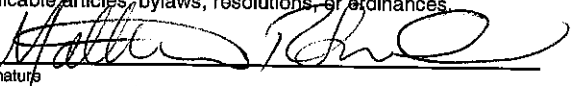
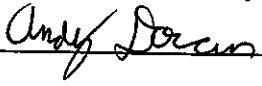
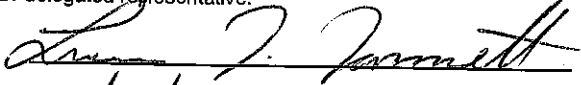
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

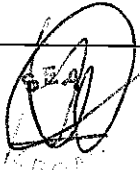
1. That Contract No. MNWNC-126 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

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>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>3/13/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u></p> <p>Date: <u>3/6/2017</u></p>
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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	11%
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).

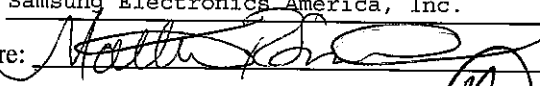
BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- 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



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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Dongkyu Kim</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 212-915-8229</td> <td>FAX (A/C, No): 212-519-5456</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Dongkyu.kim@willistowerswatson.com</td> </tr> <tr> <td colspan="2">PRODUCER CUSTOMER ID #:</td> </tr> </table>	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 #:														
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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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			CGL 0000453 00 CGL 0000455 00	8/15/2016 8/1/2016	8/15/2017 8/1/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJ	<input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 1,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG	\$ 20,000,000	
	<input type="checkbox"/> ANY AUTO						Prod Comp/OP Occ	\$ 3,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DEDUCTIBLE							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV 000365 03	6/13/2016	6/13/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. 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 <div style="text-align: right; font-size: 24px; font-family: cursive;"> </div>
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