

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Apple Laptop Computer System

Procurement Specialist: Charles R Clark (003)
Phone: 605-773-4276
Fax 605-773-4840
Email: chuck.clark@state.sd.us

Contractor: GovConnection, Inc.
7503 Standish Place
Rockville MD 20855

Remit to: PO Box 536477
Pittsburgh PA 15253-5906

Contact: Pam Hall

Phone: 800-800-0019 ext 75544

Vendor ID: 12111237

Email Purchase Orders to: pam.hall@connection.com

CONTRACT #: 17273

1. **Contract Term:** The contract(s) established by this notice are exclusive to the listed contractor(s) for a period of one (1) year from April 1, 2019 through March 31, 2020.
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. **Pricing:** GovConnection, Inc. does not guarantee that the prices and discounts set forth in this contract are better than the prices offered to any other customer or agency. We competitively price each contract based on several factors that are taken into consideration at the time of quote. Such factors include, but are not limited to, quantity, delivery time, payment terms and other Terms and Conditions.
4. **Changes:** These Clarifications to the Terms and Conditions of the RFP are deemed incorporated into any contract or order awarded to GovConnection as a material condition of GovConnection's Proposal Response. No new or additional Terms and Conditions shall apply unless agreed upon in writing by GovConnection.
5. **Periodic Review:** The State of South Dakota will be conducting periodic reviews of market prices and changes in technology.
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. **Assignment of Anti-trust Claims:** The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

8. **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 14 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.

9. **Warranty:** GovConnection, Inc. warrants that it has good title to the hardware products it sells and that it has proper authority to license the software products it distributes.

GovConnection, Inc. has no control over the technology of the Products sold hereunder and therefore cannot and does not indemnify Customer for any claims by third parties that Products infringe any patent, copyright, trademark or trade secret. GovConnection, Inc. will pass through any such indemnity it receives from the Product manufacturers or suppliers to Customer.

Warranties are those provided by the Manufacturer only. Extended Warranties, if any, shall be separately quoted.

GOVCONNECTION AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF GOVCONNECTION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

10. **Substitution:** Contractor may not substitute hardware or software components which differ from those supplied with the evaluation device in items they supply to the State of South Dakota, during the contract term, without the written consent of the Office of Procurement Management. All substitution items must be tested, evaluated, and approved before being included in the contract.

11. **Returns:** Please be advised that: Build to Order, Custom Configuration, and Special Orders, as well as Software, is NOT returnable.

All Sales are considered FINAL. ALL Returns require prior authorization. No Returns will be accepted unless authorized prior to its return and is received prepaid within 30 days of the invoice date. A 15% restocking fee will be assessed on all non-defective returns. Within thirty (30) days of purchase, we will replace or repair, at our sole discretion, any product that is deemed defective. After 30 days, the manufacturer's warranty process must be followed. Connection's Return Policy is subject to change without notice. The most current Returns policy will be posted here:

https://www.govconnection.com/IPA/Content/About/Legal/PCCGOV/TermsConditionsUse?cm_sp=GlobalNav- -Footer- -TermsConditions

12. **Indemnification:** GovConnection, Inc. 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 GovConnection, Inc. to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

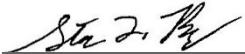

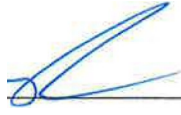
13. **Non-Discrimination Statement:** The State of South Dakota requires that all contractors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing this contract, as required on page one, the contractor certifies they do not discriminate in its employment practices with regard to race, religion, age, sex, national origin or disability.

14. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions:** By signing and submitting this contract, the solicitor 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. Where the contractor is unable to certify to any of the statements in this certification, the contractor shall attach an explanation to this contract.

- 15. Contractor Information:** 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 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.**

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

STATE	CO
BY 	BY  
_____ Steven L. Berg, Director	_____ Robert Marconi
_____ Office of Procurement Management	_____ GovConnection , Inc.
_____ Date	_____ 3/29/2019 Date

SKU	Supplier Name	Description	UOM	Cost
MHQU3LL/A	Connection	Apple iPad Pro 11" Tablet: Apple M1 Chip, 256GB Storage, WiFi Connectivity Only, 1 Year Standard Warranty, State Agencies Required To Purchase S8403LL/A As A Separate Line Item , NASPO 17273	EA	876.86
S8403LL/A	Connection	Applecare Warranty Extension to 3 Years: for iPad Pro, State Agencies Required To Purchase With iPad Pro (MHQU3LL/A), NASPO 17273	EA	101.11
MUU32LL/A	Connection	Apple iPad Mini 7.9" Tablet: A12X Bionic Chipset, 256GB Storage, WiFi Connectivity Only, 1 Year Standard Warranty, State Agencies Required To Purchase S6539LL/A As A Separate Line Item , NASPO 17273	EA	547.00
S6539LL/A	Connection	Applecare Warranty Extension to 3 Years: for iPad Mini, State Agencies Required To Purchase With iPad Mini (MUU32LL/A), NASPO 17273	EA	53.99
MGN73LL/A	Connection	Apple MacBook Air 13" Laptop: Apple M1 Processor, 8GB RAM, 512GB SSD Hard Drive, IRIS Graphics, Backlit Keyboard, 1 Year Standard Warranty, State Agencies Required To Purchase S6034LL/A As A Separate Line Item , NASPO 17273	EA	1235.05
S6034LL/A	Connection	Applecare Warranty Extension to 3 Years: Applecare, for MacBook Air, State Agencies Required To Purchase With MacBook Air (MGN73LL/A), NASPO 17273	EA	185.57
MJ1M2AM/A	Connection	Adapter USB-C to USB: For MacBook Air 13, MJ1M2AM/A, NASPO 17273	EA	19.00
MUF82AM/A	Connection	Adapter USB-C Digital AV Multiport: For MacBook Air 13, MUF82AM/A, NASPO 17273	EA	69.00

Updated: May 6, 2021