

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-109

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and EMC Corporation, 176 South Street, Hopkinton, MA 01748 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-109, 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-109 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.

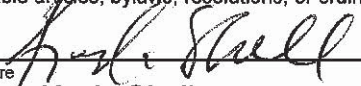
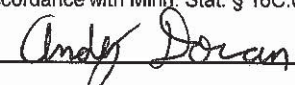
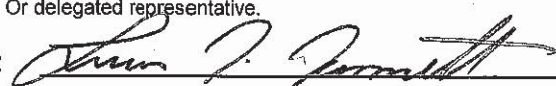
<p>1. EMC CORPORATION The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature <u>Kayla Shell</u> Printed Name</p> <p>Title: <u>Vice President</u></p> <p>Date: <u>03/09/17</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> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>3/14/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u> Date: <u>3/15/2017</u></p>
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EXHIBIT B: Pricing Schedule



COMPUTER EQUIPMENT
2014-2020
Updated 04/01/2017



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: EMC MSRP		PUBLISHED ON WEBSITE	
2. BAND DISCOUNT		CATEGORY	MINIMUM DISCOUNT
BAND 5 STORAGE		D1,D2,D3, EN-H, EN-HM, EN-S, EN-SM, H, H3	36%
CATEGORY EXCEPTIONS:			
VPLEX HW, SW AND MAINTENANCE, EMC OEM Switches		VPLEX, E	34%
High End and Midrange Systems and Software (BRS, Data Domain, Avamar, Disk Library, networker, Atmos), VNX Hardware, Software, Unified Mid-Tier Hardware and Software		DH, DM, HH, PM, UM, UMH, UMS	27%
RSA Software		R-SW	26%
Isilon HW, SW, Maintenance		IS	25%
Server Flash, AX/NX, Insignia, XtremIO		J	23%
Unified Entry level offerings		XT	22%
Entry Systems and Software (BRS, Data Domain)		UE	21%
Vipr		DE/PE	17%
RSA Hardware, Security/Analytics, NetWitness		V	16%
VMAX CE		RSA R-SP	14%
VMAX CE		CL-E	13%
IMPORTANT: The minimum discount is provided, refer to Contract 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		K	31%
4. SERVICES – CONTACT VENDOR FOR DETAILS			2-34%
<p>Service available in the option of Participating States. Participating Addendums by each State may address service addressing, travel and related travel. States may negotiate additional services. Standard warranty for hardware is 1-year or more. Standard warranty for software is 90 days for the media. The EMC and RSA warranty tables and other warranty and maintenance information is available at http://www.emc.com or http://www.rsa.com under services/products/warranty and services/resolution.</p>			
RSA Maintenance; EMC select services, Custom Residency Services, Training		R-MT, R-PS, F1, F2, I	2%
Hardware Maintenance		C	2%
Isilon HW/SW/Maintenance		IS	25%
VNX maintenance		UM	27%
VPLEX MAINTENANCE		VPLEX	34%
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.			
a. Per Transaction Multiple Unit:			
\$500,001 - \$1,000,000	Additional 1%		
\$1,000,001 and above	Additional 1%		
b. Cumulative – Provided at the Master Agreement Level once level has been met:			
\$150-299 Million	Additional 1%		
\$300 Million and above	Additional 1%		
c. ADDITIONAL DISCOUNTS OFF LIST:			
Enterprise Hardware (sym, celerra) & Mid Tier (clarion, centera, NAS)	A, B	51%	
Hardware – Connectrix	C	46%	