## ATTACHMENT C

## **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.

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.  By:    Kayla Shell   Printed Name	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.  By: Inch Doran  Title: Acquisition Management Specialist  Date: 3/14//7  3. COMMISSIONER OF ADMINISTRATION Or delegated representative.  By: Inch Doran  Title: Acquisition Management Specialist  Date: 3/15/2019
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## COMPUTER EQUIPMENT 2014-2020 Updated 04/01/2017



## MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: EMC MSRP	PUBLICIA	ED ON WEDDITE
2. BAND DISCOUNT	CATEGORY	ED ON WEBSITE MINIMUM DISCOUNT
BAND 5 STORAGE	D1,D2,D3, EN-H EN-HM, EN-S,	
CATEGORY EXCEPTIONS:	EN-SM, H, H3	
VPLEX HW, SW AND MAINTENANCE, EMC OEM Switches	VPLEX, E	2/0/
### HEAT TWO AND MAINTENANCE, EMO CENTSWICHES ####################################		34% 27%
Lloreny neuvorkar, Atmos M.A. Hardware, Solivere Unificativida Solivere		
RSA Software	R-SW	26%
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Server Flash, AX/NX, Insignia,	J	23%
Unified Entry level offerings  Entry Systems and Sortware (BRS, Data Domain)	UE	21%
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VMAX CE	CL-E	13%
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## 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 <a href="mailto:compliance.MDHR@state.mn.us">compliance.MDHR@state.mn.us</a> . 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:  Use 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: EMC CIPOTATION I Dell Date 3/8/17  Authorized Signature: AMMARIO Naie Telephone number: 508-249-5881  Printed Name: Ann Marie Lavoi e Title: Compliance Program Management
For assistance with this form, contact:  Minnesota Department of Human Rights, Compliance Services
Web: <a href="http://mn.gov/mdhr/">http://mn.gov/mdhr/</a> TC Metro: 651-539-1095 Toll Free: 800-657-3704  Email: compliance mdhr@state mp.us  TTY: 651-296-1283



# **CERTIFICATE OF COMPLIANCE**

EMC CORPORATION is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 2/27/2014 to 2/27/2018.

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:

Kevin M. Lindsey, Commissioner



March 10, 2017

Eleigh Vazquez State of Minnesota Office of State Procurement 112 Administration Building 50 Sherburne Avenue St. Paul, Minnesota 55155 (651) 296-2600

RE: Amendment 1 to Contract No. MNWNC-109

Dear Ms. Vazquez:

Enclosed are three (3) original copies of Amendment No.1 to the Minnesota WSCA-NASPO Master Agreement with EMC Corporation, contract no. MNWNC-109, which have been executed on behalf of our company.

At the State's request, we have also enclosed:

- > original signed copies of the Workforce Certificate Information form, including the State issued Certificate
- > our Certificate of Insurance (a copy of which has also been submitted to mmd.insurance@state.mn.us)

At your first convenience, please return a countersigned copy of the Amendment to the attention of:

Renee Brand
Sr. Strategic Contracts & Program Office
Dell EMC
2999 Douglas Blvd. Suite 275
Roseville, CA 95661
(651) 338-3637

Please free to contact me directly at janessa.light@dell.com or (703) 970-5306 if there are any questions about the documents we have enclosed. Any other business related questions can be directed to Renee Brand at the contact information indicated above.

Sincerely,

Janessa Light

Sr. Contracts Manager

Enclosures

Cc: Andy Doran, State of Minnesota, IT Acquisitions Supervisor Renee Brand, Dell EMC, Sr. Strategic Contracts & Program Office

## AMENDMENT NO. 2 TO CONTRACT 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, 2020 ("Contract"), to provide Computer Equipment: 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 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-109 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.

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.  By:  Signature  Dadio Ribbins  Printed Name  Title: Denior Contract Manager  Date: 12/3///9	2. OFFICE OF STATE PROCUREMENT In accordance with Minn-Stat § 18C.03, subd. 3.  By:  Title: Acquisition Management Specialist  Date: 1 - 2 7 - 2 - 2 - 2  3. COMMISSIONER OF ADMINISTRATION Or delegated representative
By: Signature  Printed Name  Title:  Date:	By: Char 77 au  Date: 1/27/2020

### AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT 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 ("Contractor" or "Contract Vendor").

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-109, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related 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 Contractor in a fully executed amendment to the Contract.

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

1. That NASPO Master Agreement No. MNWNC-109 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, 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.

Th exc red	e Contractor certifies that the appropriate person(s) have ecuted this Amendment on behalf of the Contractor as quired by applicable articles, bylaws, resolutions, or dinances.  Docusigned by:  LLSSA SAULS  Signature 3F195AB752450  Alyssa Sayles  Printed Name	By: Title: Date:	accordance with Minn. Stat. § 16C.03, subd. 3.  Docusigned by:  Lizabeth Rawda.  742DE739C8ED492  Acquisition Management Specialist  5/14/2021  Dommissioner of Administration
Title:	Contract Administrator		delegated representative.
Date:	5/10/2021	Ву:	DocuSigned by:  Andy Doran  68D02A26D7604BA 5/14/2021
by.	Signature	Date:	3/14/2021
	Printed Name		
Title:			
Date:			

### AMENDMENT NO. 4 TO NASPO MASTER AGREEMENT 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 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-109, April 15, 2015, through July 31, 2022 ("Contract"), to provide Computer Equipment, Peripherals & Related 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 Contractor in a fully executed amendment to the Contract.

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

1. That NASPO Master Agreement No. MNWNC-109 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, 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.

The exe red	Printed Name		Fice of State Procurement accordance with Minn. Stat. § 16C.03, subd. 3.  Docusigned by:  Lizabeth M. Randa  742DE739C8ED492  Acquisition Management Specialist  5/31/2022
Title:	Contract Administrator		
Date:	5/31/2022		delegated representative.  Docusigned by:
Ву:		By:	Andy Doran
	Signature		68D02A26D7604BA 5/31/2022
	Printed Name	Date:	3/ 31/ 2022
Title:			
Date:			

### AMENDMENT NO. 5 TO NASPO MASTER AGREEMENT NO. MNWNC-108

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 1, 2015, through February 28, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related 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 Contractor in a fully executed amendment to the Contract.

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

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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.

1. Dell Marketing L.P.  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.  By:    DocuMigned by:	2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.  By: Flizabeth M. Kanda.  742DE739C8ED492  Title: Acquisition Management Specialist  Date: 2/1/2023
Title: ParaLegal Advisor	
Date: <u>1/10/2023</u>	3. Commissioner of Administration Or delegated representative.  Docusigned by:
Ву:	By: Andy Doran
Signature	68D02A26D7604BA
Printed Name	Date: 2/1/2023
Title:	
Date:	

### AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT 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 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-109, April 1, 2015, through July 31, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related 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 Contractor in a fully executed amendment to the Contract.

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

1. That NASPO Master Agreement No. MNWNC-109 is extended through October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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.

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.  By:  By:  By:  By:  By:  By:  By:  By	2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.  By: Eizabeth Randa
Title: ParaLegal Advisor	
Date: 6/13/2023	3. Commissioner of Administration Or delegated representative.  DocuSigned by:
Ву:	By: Andy Doran
Signature	671372023604BA
Printed Name	Date: Of 137 E323
Title:	
Date:	

### AMENDMENT NO. 7 TO NASPO MASTER AGREEMENT 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 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-109, April 1, 2015, through October 31, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related 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 Contractor in a fully executed amendment to the Contract.

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

1. That NASPO Master Agreement No. MNWNC-109 is extended through January 31, 2024, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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.

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.  By:    Docusigned by:	2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.  By: Eightlu M. Randa  742DE739C8ED492  Title: Acquisition Management Specialist  Date: 10/5/2023
Title: ParaLegal Advisor	
Date: 10/5/2023	3. Commissioner of Administration Or delegated representative.  Docusigned by:
Ву:	By: Andy Doran
Signature	68D02A26D7604BA Date: 10/5/2023
Printed Name	Date:
Title:	
Date:	