

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-119

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-7329 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-119, 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.

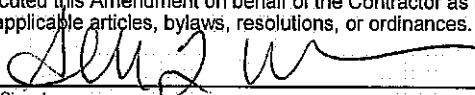
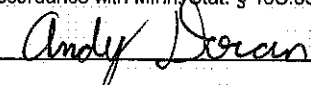
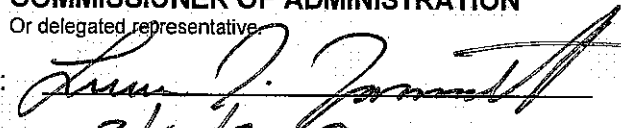
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-119 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><b>1. MICROSOFT CORPORATION</b> 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>Allison L. Watson</u> Printed Name</p> <p>Title: <u>Corp. Vice President</u></p> <p>Date: <u>3/8/2017</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>3/10/17</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative</p> <p>By: <u></u> Date: <u>3/10/2017</u></p>
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**EXHIBIT B: Pricing Schedule**



**COMPUTER EQUIPMENT  
2014-2020  
Updated 04/01/2017**



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

<b>1</b>	<b>BASELINE PRICE LIST: MICROSOFT MSRP</b>	<b>POSTED ON WEBSITE</b>						
<b>2.</b>	<b>BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)</b>	<table border="1"> <thead> <tr> <th>CATEGORY</th> <th>MINIMUM DISCOUNT</th> </tr> </thead> <tbody> <tr> <td>BAND 2 LAPTOP</td> <td align="center">2M 8%</td> </tr> <tr> <td>BAND 3 TABLET</td> <td align="center">3M 8%</td> </tr> </tbody> </table>	CATEGORY	MINIMUM DISCOUNT	BAND 2 LAPTOP	2M 8%	BAND 3 TABLET	3M 8%
CATEGORY	MINIMUM DISCOUNT							
BAND 2 LAPTOP	2M 8%							
BAND 3 TABLET	3M 8%							
	<p><b>IMPORTANT:</b> 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.</p>							
<b>3.</b>	<b>THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)</b>	<table border="1"> <thead> <tr> <th>TPM</th> <th>5%</th> </tr> </thead> </table>	TPM	5%				
TPM	5%							
<b>4.</b>	<p><b>SERVICES – see the Product &amp; Services Schedule</b></p> <p>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. Accessories are generally 90 days. Customer may purchase warranty upgrades and services for certain hardware as offered on the PSS. For standard warranty information: <b>Standard Warranty:</b> <a href="http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty">http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty</a>  <b>Extended Warranty:</b> <a href="http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty">http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty</a></p> <p>3 Year Extended HW Service Plan = \$94.05 per device          3 Year Extended HW Service Plan with Accidental Damage = \$236.55 per device          Microsoft Store Services= 20% Warranty = 5%. Image Consulting = 10.7%          Installation &amp; General consulting referred to Microsoft Partners</p>							
<b>5.</b>	<p><b>LEASING</b></p> <p>The Participating Addendum executed may identify if and how leasing agreement terms will be conducted.</p>							
<b>6.</b>	<p><b>ADDITIONAL DISCOUNTS – Call for discounts on bulk/volume purchases.</b></p> <p><b>MICROSOFT ACCESSORIES: 15%</b></p> <p><b>Per Transaction Multiple Unit up to 5000 single SKU UNITS:</b> Microsoft may provide additional volume based pricing discounts to States and Participating Entities whose purchase qualifies on a per transaction multiple unit basis. The discount program is based on the number of device units of a single sku purchased on a single purchase order or p-card transaction. The additional discount percentage, incremental to the minimum discount provided, to be earned per device units of a single sku will be considered by each respective provider on single purchase volumes up to 5,000 single sku units.</p> <p><b>For purchase volumes greater than 5,000 single sku units:</b> The additional discount percentage will be reviewed and approved directly by Microsoft's Worldwide Licensing Pricing and Surface groups.</p> <p><b>PROMOTIONS:</b> Microsoft plans to offer product and service promotions with special pricing and additional discounts beyond the bulk pricing discounts throughout the year.</p>							

# 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](mailto: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](mailto: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: Microsoft Corporation Date: 3/8/2017  
Authorized Signature: Allison L. Watson Telephone: 425 number: \_\_\_\_\_  
Printed Name: Allison L. Watson Title: Comp. Vice President

**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](mailto:compliance.mdhr@state.mn.us) TTY: 651-296-1283



Minnesota Department of  
**HUMAN RIGHTS**

## **CERTIFICATE OF COMPLIANCE**

**MICROSOFT CORPORATION is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 12/2/2013 to 12/2/2017.**

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 • TTY 651.296.1283 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)



**DEPARTMENT OF  
ADMINISTRATION**  
STATE PROCUREMENT

**STATE OF MINNESOTA**

Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996



March 3, 2017

Maria Stinson  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-7329

Dear Ms. Stinson:

The following documents are enclosed for you to complete and return:

- Amendment to SWIFT Contract No MNWNC-119
- Workforce Certification Form

Please sign and return **all three sets** of documents, **via mail**, to  
**Eleigh Vazquez** at the above address by **March 10, 2017**.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran  
IT Acquisitions Supervisor  
Enclosure

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