

AMENDMENT NO. 2 TO CONTRACT NO. MNWNC-103

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and ByteSpeed, 3131 24th Ave S, Moorhead, MN 56560 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-103, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: (Desktops, Laptops and Tablets, 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 the current Exhibit B, Pricing Schedule, with an effective date of April 1, 2017, is **DELETED** in its entirety and **REPLACED** with the attached Exhibit B, Pricing Schedule, with an effective date of November 1, 2018.

This Amendment is effective beginning November 1, 2018, 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.

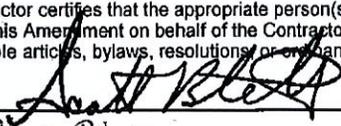
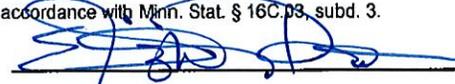
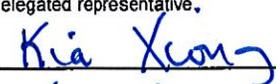
<p>1. BYTESPEED The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions or ordinances.</p> <p>By: <u></u> Signature <u>Scott Blein</u> Printed Name</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>1.25.2019</u></p>
<p>Title: <u>Vice President</u></p> <p>Date: <u>11.6.18</u></p> <p>By: _____ Signature _____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u> Date: <u>1/25/2019</u></p>

EXHIBIT B: Pricing Schedule



**COMPUTER EQUIPMENT
2014-2020
Updated 11/01/2018**



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: BYTESPEED MANUFACTURER PRICE LIST		POSTED ON WEBSITE
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	1M	15%
BAND 2 LAPTOP	2M	15%
BAND 3 TABLET	3M	15%
BAND 4 SERVER	4M	15%
BAND 5 STORAGE	5M	15%
CATEGORY EXCEPTION: Promotional Items	1-5ETBD	5%
<p>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.</p>		
3. PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		
	TPM	5%
CATEGORY EXCEPTION: Selected Third Party software and hardware	1-5ETPM	2%
4. SERVICES – 2% on non-warranty services		
<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. Bytespeed includes warranties as provided below. Customer may purchase call for quotes on non-warranty work. See http://www.bytespeed.com/about/warranty for standard warranty provided.</p>		
WARRANTY YEARS INCLUDED WITH PURCHASE: Desktop = 5; Laptop = 3; Tablet = 2; Servers = 5 Storage = 5		
Image loading, Image consulting and asset tagging is included with purchase.		
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.		
<p>Additional 5% for quantities of 50+ (excludes promotional price items). Additional volume discounts negotiated on a case by case basis at the time of quotation. Promotional Discounts will be offered and provided on the Contract Vendor Website.</p>		
<p>All new Purchasing Addendums will receive an extra 10% discount on EVERYTHING for the first 6 months from execution of the Purchasing Addendum.</p>		