

## AMENDMENT NO. 2 TO CONTRACT NO. MNWNC-124

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America, Two Riverfront Plaza, 6th Floor, Newark, NJ 07102 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-124, April 1, 2015, through March 31, 2018 ("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 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-124 is extended through March 31, 2020.
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.
3. The following clause is hereby incorporated as the last clause of Exhibit A to the Notification of Award.

**Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

This Amendment is effective beginning April 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.

**1. PANASONIC SYSTEM COMMUNICATIONS  
COMPANY OF NORTH AMERICA,  
DIVISION OF PANASONIC CORPORATION  
OF NORTH AMERICA**

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

Masaharu Nakayama

Printed Name

Title: \_\_\_\_\_

President

Date: \_\_\_\_\_

3/12/2018

By: \_\_\_\_\_

Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. OFFICE OF STATE PROCUREMENT**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: \_\_\_\_\_

Bonnie Lundgren

Title: Acquisition Management Specialist

Date: \_\_\_\_\_

3/16/18

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: \_\_\_\_\_

Original signed

Date: \_\_\_\_\_

MAR 16 2018

By Andy Doran



**EXHIBIT B**  
**COMPUTER EQUIPMENT**  
**2014-2020**  
Updated 04/01/2018



**MINNESOTA WSPA-NASPO MASTER AGREEMENT AWARD**

1. BASELINE PRICE LIST: PANASONIC SRP		POSTED ON THE WEBSITE
<b>2. BAND DISCOUNTS</b>		
BAND 2 LAPTOP – FULLY RUGGEDIZED UNITS	2M	16%
BAND 3 TABLET	3M	12%
CATEGORY EXCEPTION: Business Rugged Equipment	23E	9%
CATEGORY EXCEPTION: Multimedia Display Accessories	23P1	10%
CATEGORY EXCEPTION: Multimedia-Pro Audio/visual	23P2	3%
CATEGORY EXCEPTION: Arbitrator	23P3	11%
CATEGORY EXCEPTION: Whiteboard Accessories	23P4	13%
CATEGORY EXCEPTION: Promotions Value Items	23PP	5%
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.		
<b>3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)</b>		<b>TPM 11%</b>
CATEGORY EXCEPTION: Promotions - Value Items	TPP	5%
<b>4. SERVICES – Call to discuss additional discounts on large deployments and customized solutions</b>		
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 branded hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information for Tough Books: <a href="http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp">http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp</a> Additional links are provided on the dedicated WSPA-NASPO website for other products and peripherals.		
Accidental damage: \$110; Image Loading \$60; Asset Tagging \$60; Installation \$1320;		
Initial Training Included. This initial training would include a consultation from our representative from the specific region to review the Panasonic product basic overview and functionality of the products. This would include how to operate the product, contact customer support for any technical support, and other aspects of the products. We have a representative for each State that is accessible by email or phone as well as US based phone support team and live chat for customer service.		
<b>5. LEASING</b>		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
<b>6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.</b>		
a. Quarterly promotions of additional 5-8%.		
b. For Fully Ruggedized Equipment additional quantity discounts will apply: QTY 50: 2% (i.e. 9%+2%=11%); QTY: 100 = 4%; over 100 = call for quote. Based on each end user customer on a per transaction basis.		
c. Discounts on Peripherals:		
Multimedia Pro Displays: 22%	Projectors Large Venue: 48%	Projectors – Installation: 48%
Projectors – Portable: 38%	Security Cameras & Accessories: 25%	Scanners – personal: 20%
Scanners-Departmental: 35%	Scanners-Workgroup: 30%	Scanners-Production: 30%
Scanners-Accessories: 30%	Whiteboards-electronic: 27%	Whiteboards-Interactive: 29%
d. Volume Discount of \$50 per unit on <b>Peripherals named below</b> based on end user customer purchase on a per transaction basis. For end user customer purchasing 50 units or more an additional \$50 discount will be applied to each unit for the following items: Security Ipro Cameras, Installation DLP Projectors, 80" displays, Handheld ProAV Cameras, Departmental Scanners, Interactive Whiteboards.		
e. Volume Discount for <b>all Tablets</b> . For end user customer purchasing 50 units or more, based on a specific customer purchase on a per transaction basis, for each special model category, cannot be combined across models (i.e. Toughbook 20 cannot be combined with a purchase of Toughbook 33 to reach the volume, must be specific to that specific product & quantity). 50 units or more (for a specific customer transaction): 1% additional off, or 13% off SRP 100 units or more (for a specific customer transaction): 2% additional off, or 14% off SRP 200 units or more (for a specific customer transaction): please connect with your Panasonic representative		
f. Volume discount for <b>Scanner Hardware Main Units</b> . For a customer who purchases 50 units or more, there will be an additional 5% off SRP. For end user customer purchasing 50 units or more of scanners, based on a specific customer purchase on a per transaction basis. Cannot be combined with other Panasonic products to reach the volume quantity, must be specifically for scanners.		