

ASSIGNMENT AGREEMENT and AMENDMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Administration (State), Western Digital Technologies, Inc., 5601 Great Oaks Parkway, San Jose, CA 95119 (First Assigned Contract Vendor), and IntelliFlash by DDN, Inc., 9351 Deering Avenue, Chatsworth, CA 91311 (Second Assigned Contract Vendor).

WHEREAS, the State has an agreement with the Original Contract Vendor, Tegile Systems, Inc., identified as Contract MNWNC-127, effective April 1, 2015, through March 31, 2018 (Contract), to provide Computer Equipment (Storage, including Related Peripherals and Services); and

WHEREAS, the Original Contract Vendor has assigned or otherwise transferred all its interests in the Contract to the First Assigned Contract Vendor pursuant to an Assignment Agreement with an effective date of December 14, 2018, and assigned Contract No. MNNVP-136 to accommodate participating addenda; and

WHEREAS, the State executed Amendment 2 to Contract No. MNNVP-136 on February 20, 2019, to extend the Contract through March 31, 2020; and

WHEREAS, the First Assigned Contract Vendor wishes to assign or otherwise transfer all its interests in the Contract to the Second Assigned Contract Vendor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State; 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 Second Assigned Contract Vendor in a fully executed amendment to the Contract.

NOW THEREFORE, the parties agree to the following:

A. Assignment Agreement

1. The Second Assigned Contract Vendor is assigned Contract No. MNNVP-140 to accommodate participating addenda under the Master Agreement.
2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. §16C.05, subd. 2.
3. The State hereby approves the request of the First Assigned Contract Vendor to assign to the Second Assigned Contract Vendor all its interests, rights, responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the First Assigned Contract Vendor and the Second Assigned Contract Vendor agree to all provisions set forth in this Assignment Agreement.
4. Representations and Warranties:
 - a. The First Assigned Contract Vendor represents and warrants to the State that it is not in default of any of its obligations under the Contract.
 - b. The Second Assigned Contract Vendor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Second Assigned Contract Vendor will have received sufficient information, rights to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it; and (ii) the Second Assigned Contract Vendor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

- c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the First Assigned Contract Vendor and the Second Assigned Contract Vendor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.
5. The Second Assigned Contract Vendor accepts assignment of all the provisions of the Contract.
6. Any and all amounts due to the First Assigned Contract Vendor by the Participating Entity for goods and/or services provided by the First Assigned Contract Vendor prior to November 18, 2019, under the Contract will be paid to the First Assigned Contract Vendor by the Participating Entity. Any and all amounts due under the Contract on or after November 18, 2019, will be paid to the Second Assigned Contract Vendor by the Participating Entity and the First Assigned Contract Vendors.
7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Second Assigned Contract Vendor will not exceed the Contract's total costs, minus the total payments made to the First Assigned Contract Vendor.
8. If applicable, the Second Assigned Contract Vendor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.
9. If applicable, the Second Assigned Contract Vendor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.
10. If applicable, the Second Assigned Contract Vendor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

B. Amendment

1. That Contract No. MNNVP-140 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Assignment Agreement and Amendment is effective beginning November 18, 2019, 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.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. FIRST ASSIGNED CONTRACT VENDOR
Western Digital Technologies, Inc.

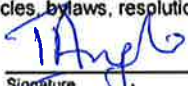
The First Assigned Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the First Assigned Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Signature
Bernal Mills
Printed Name
Title: VP Business Operations
Date: 1/27/2020

By: _____
Title: _____
Date: _____

2. SECOND ASSIGNED CONTRACT VENDOR
IntelliFlash by DDN, Inc.

The Second Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Second Assigned Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Signature
Ian Angelo
Printed Name
Title: Treasurer
Date: 2/4/20

By: _____
Title: _____
Date: _____

3. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. §16C 03, Subd 3

By: _____
Title: Acquisition Management Specialist
Date: _____

4. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____
Date: _____

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 – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA 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).

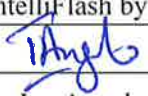
BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

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, upon request, 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, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: IntelliFlash by DDN, In. Date _____
Authorized Signature:  Telephone number: 408-419-2800
Printed Name and Title: Ian Angelo, Treasurer Email: iangelo@ddn.com

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

TTY: 651-296-1283

State of Minnesota - Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.**

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or [email](mailto:compliance.MDHR@state.mn.us) at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR's confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature:  Date: _____

Printed Name: Ian Angelo Title: Treasurer

Organization IntelliFlash by DDN, Inc. MN/Fed Tax ID: 84-3316192

Issuing Entity _____ Project # or Lease Address _____