



**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



May 1, 2022

Julio La Riva  
IntelliFlash by DDN, Inc.  
9351 Deering Avenue  
Chatsworth, CA 91311

Dear Mr. La Riva:

Please find enclosed is Amendment No. 8 to NASPO Master Agreement No. MNNVP-140 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 8, 2023**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to me at [Elizabeth.Randa@state.mn.us](mailto:Elizabeth.Randa@state.mn.us). No contract document will be executed with your company until the COI has been received and approved.

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,

Elizabeth Randa  
Acquisition Management Specialist  
Enclosure(s)

**AMENDMENT NO. 8 TO NASPO MASTER AGREEMENT NO. MNNVP-140**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and IntelliFlash by DDN, Inc., 9351 Deering Avenue, Chatsworth, CA 91311 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-140, 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. Exhibit B: Pricing Schedule to the Contract is **DELETED** in its entirety and **REPLACED** with the revised and attached “Exhibit B: Pricing Schedule, updated April 2023.”

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.

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

<p><b>1. IntelliFlash by DDN, Inc.</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>DocuSigned by: By: <u>Ian Angelo</u> Signature #2E0A19DB36944D...</p> <p><u>Ian Angelo</u> Printed Name</p> <p>Title: <u>CEO</u></p> <p>Date: <u>5/6/2023</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>DocuSigned by: By: <u>Elizabeth M. Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/8/2023</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA...</p> <p>Date: <u>5/8/2023</u></p>
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## Exhibit B: Pricing Schedule



COMPUTER EQUIPMENT  
2014-2023  
Updated April 2023



### MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: DDN MSRP		TO BE POSTED ON WEBSITE	
2. BAND DISCOUNTS		CATEGORY	MINIMUM DISCOUNT
BAND 5: STORAGE		5M	15%
<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. THIRD PARTY PRODUCTS – (APPLICABLE IN ALL BANDS)		TPP	35%
CATEGORY EXCEPTIONS			
DDN Third Party Products		D	70%
Tintri by DDN (VMStore)		VM	15%
4. SERVICES		4%	
<p>Services are at the option of Participating States. A Participating Addendum may address service agreement terms and related travel. States may negotiate additional services.</p> <p>DDN's Service &amp; Support Plans: <a href="https://www.ddn.com/support/support-plans/">https://www.ddn.com/support/support-plans/</a></p>			
5. LEASING		The Participating Addendum executed may identify if and how leasing agreement terms will be conducted.	
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.			