



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

October 31, 2019

Parker Rybak
Carahsoft Technology Corp.
1860 Michael Faraday Dr.
Suite 100
Reston, VA 20190

Dear Mr. Rybak:

The following document is enclosed for you to complete and return:

- Amendment to SWIFT Contract No 128340, Release No. C-1121(5)

Please sign and return one set of documents, via email, to
Matt Hassenstab at Matt.Hassenstab@state.mn.us by November 07, 2019

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,

Matt Hassenstab
Buyer III
Enclosure(s)

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

- ♦ The documents must be signed by an officer of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- ♦ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective.

AMENDMENT NO. 3 TO CONTRACT NO. 128340, RELEASE NO. C-1121(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Carahsoft Technology Corp., 1860 Michael Faraday Dr., Suite 100, Reston, VA 20190 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. 128340, August 16, 2017, through July 31, 2019 ("Contract"), to provide Public Cloud Hosting 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:

CONTRACT VENDOR'S RESELLER(S). The Contract Vendor may either sell direct or may utilize a defined list of authorized distributors to provide goods and services. An authorized distributor is an agent of the Contract Vendor, not the State.

1. **Manufacturer's List of Authorized Distributors.** If the Contract Vendor intends to utilize an authorized distributor, the Contract Vendor must submit to the State a list of authorized distributors that may accept and fulfill an order for goods or services.
2. **Manufacturer's Authorized Distributor.** An authorized distributor may be an agent, distributor, reseller, partner, or tiered partner that is authorized by a manufacturer to sell products, maintenance or services on behalf of the manufacturer. An authorized distributor may work with its own authorized resellers.
 - a. **Training Program and Contractual Agreement.** The Contract Vendor must have a training program and a contractual agreement with its authorized distributors. The training program and contractual agreement must include but are not limited to an authorized distributor's responsibilities and compliance with applicable State and federal laws. Applicable State and federal laws include but are not limited to the Minnesota Government Data Practices Act, FERPA, HIPAA, and Worker's Compensation. The Contract Vendor is liable and responsible for its authorized distributor's compliance with such laws.
 - b. **Compliance with the Contract.** The Contract Vendor is responsible and liable for its authorized distributor's compliance with the specifications, warranties, and requirements contained in the Contract between the Contract Vendor and the State.
 - c. **Purchase Orders and Payment.** An authorized distributor may accept a purchase order or invoice or accept payment. The Contract Vendor must ensure that all sales initiated by an authorized distributor must be clearly defined in the State's required reports, including but not limited to administration fees payable to the State.
 - d. **Sample Quote and Invoice.** The Contract Vendor must provide a sample quote and invoice from each proposed authorized distributor before the State approves the authorized distributor. The sample quote and invoice must contain the minimum following information and will be attached to the Contract:
 - Customer name
 - State Contract number
 - Item description
 - Item quantity
 - List price
 - Contract discount
 - Price after discount

The Contract Vendor may update its Authorized Distributor List to add or remove an authorized distributor at any time during the Contract period by submitting a revised Authorized Distributor List to the State. A revision to the

Authorized Distributor List under this paragraph does not need be made through a written amendment to the Contract. The State reserves the right to review and approve any new distributor prior to accepting the revised Authorized Distributor List. An Authorized Distributor List must be accepted in writing by the State before it is effective.

This Amendment is effective beginning November 1, 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.

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

1. CARAHSOFT TECHNOLOGY CORP.

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: x Kristina Smith
Signature

Kristina Smith
Printed Name

Title: Corporate Secretary

Date: 10/31/2019

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

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

By: Dale Hew

Title: Acquisition Management Specialist / Buyer

Date: 11-7-2019

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Laura J. Jannett

Date: 11/7/2019