



**BRAD LITTLE**  
Governor  
**KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

**State of Idaho**  
Department of Administration  
Division of Purchasing

650 West State Street, Room 100  
Boise, ID 83702  
Telephone: (208) 327-7465  
Email: [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)  
[www.purchasing.idaho.gov](http://www.purchasing.idaho.gov)

January 12, 2023

Pure Storage  
Attn: Kimberly Bradbury

VIA ELECTRONIC TRANSMISSION  
[kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com)

RE: Renewal of Contract PADD15201019, a Contract for Computer Equipment, Peripherals & Related Services, for the State of Idaho

Expiring 02/28/2023

The State of Idaho would like to extend the above referenced contract for a period of Five (5) Months.

The contract extension period is March 1, 2023, to July 31, 2023, or until a new contract is awarded. Any additional extensions beyond this period must be executed in writing by Division of Purchasing (DOP). The same terms, conditions and prices prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

\*\*On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail [ContractAdmin@adm.idaho.gov](mailto:ContractAdmin@adm.idaho.gov) @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

*David Miller*

Contract Administrator  
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Pure Storage, Inc.

Name & Title (Printed): Michael Wiseman, VP Americas Public Sector Sales

DocuSigned by:  
Signature: Michael Wiseman  
0654D9C0191442F...

Date: February 6, 2023

**Idaho Division of Purchasing**

Name & Title (Printed): David Miller / Contract Administrator

Signature: David Miller

Date: 02/06/2023

If you need to update the contact information for this contract, please do so below. *No changes required*

UPDATED CONTRACTOR CONTACT INFORMATION for PADD15201019

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

**AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNWNC-125**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-125, April 1, 2015, through February 28, 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.

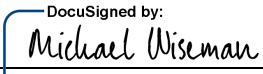
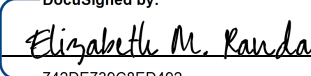

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

- 1. That NASPO Master Agreement No. MNWNC-125 is extended through July 31, 2023, at the same prices, terms, and conditions.

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. Pure Storage, Incorporated</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: _____  <small>Signature 654D9C0191442F...</small>          Michael Wiseman          Printed Name</p> <p>Title: <u>Vice President, Public Sector</u></p> <p>Date: <u>12/21/2022</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: _____  <small>742DE739C8ED492...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/1/2023</u></p> <p><b>3. Commissioner of Administration</b>          Or delegated representative.</p> <p>DocuSigned by:            By: _____  <small>68D02A26D7604BA...</small></p> <p>Date: <u>2/1/2023</u></p>
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**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 16, 2022

Kim Bradbury  
Pure Storage, Incorporated  
650 Castro St, Ste 260  
Mountain View, CA 94041

Dear Ms. Bradbury:

The following documents are enclosed for you to complete and return:

- Amendment No. 05 to NASPO Master Agreement No. MNWNC-125
- Workforce Certificate Information
- Equal Pay Certificate Information

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 31, 2022**.

- 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 Erin McCormack at [Erin.McCormack@state.mn.us](mailto:Erin.McCormack@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,

Andy Doran  
IT Acquisitions Supervisor  
Enclosure(s)

**AMENDMENT NO. 05 TO NASPO MASTER AGREEMENT NO. MNWNC-125**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-125, April 15, 2015, through July 31, 2022 (“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. That NASPO Master Agreement No. MNWNC-125 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, 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><b>1. Pure Storage, Incorporated</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>Michael Wiseman</u>  <small>Signature ID: D9C0191442F...</small>          Michael wiseman</p> <p>Printed Name          Title: <u>Vice President, Public Sector</u></p> <p>Date: <u>6/9/2022</u></p> <p>By: _____  <small>Signature</small></p> <p>Printed Name          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>  <small>742DE739C8ED492...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>6/9/2022</u></p> <p><b>3. Commissioner of Administration</b>          Or delegated representative.</p> <p>DocuSigned by:          By: <u>Luke Jannett</u>  <small>0266C0BD8EF44DE...</small></p> <p>Date: <u>6/9/2022</u></p>
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**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 6, 2021

Michael Wiseman  
Pure Storage, Incorporated  
650 Castro St, Ste 260  
Mountain View, CA 94041

Dear Mr. Wiseman:

Please find enclosed Amendment 4 to NASPO Master Agreement No. MNWNC-125 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 14, 2021**.

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 Elizabeth Randa 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,

Andy Doran  
IT Acquisitions Supervisor  
Enclosure(s)

cc: Kim Bradbury

**AMENDMENT NO. 4 TO NASPO MASTER AGREEMENT NO. MNWNC-125**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-125, April 15, 2015, through July 31, 2021 (“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.

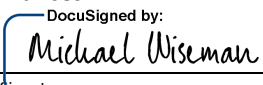
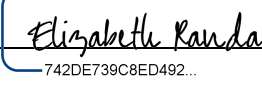
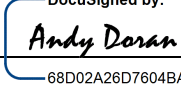
**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

- 1. That NASPO Master Agreement No. MNWNC-125 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, 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><b>1. Pure Storage, Incorporated</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: _____  <small>Signature 4D9C0191442F...</small>          Michael Wiseman          Printed Name</p> <p>Title: <u>Vice President, Public Sector</u></p> <p>Date: <u>5/6/2021</u></p> <p>By: _____  <small>Signature</small></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: _____  <small>742DE739C8ED492...</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/10/2021</u></p> <p><b>3. Commissioner of Administration</b>          Or delegated representative.</p> <p>DocuSigned by:            By: _____  <small>68D02A26D7604BA...</small></p> <p>Date: <u>5/10/2021</u></p>
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**AMENDMENT NO. 3 TO CONTRACT MNWNC-125**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-125, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: 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-125 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, 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><b>1. PURE STORAGE, INCORPORATED</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>By: <u>Gary Newgaard</u>  <small>Signature 99998A7D6D7B46D...</small>  <b>Gary Newgaard</b>  Printed Name</p> <p>Title: <u>Vice President, Public Sector Sales</u></p> <p>Date: <u>11/12/19</u></p> <p>DocuSigned by:  By: <u>Gary Newgaard</u>  <small>Signature 99998A7D6D7B46D...</small>  Printed Name</p> <p>Title: <u>Vice President Public Sector</u></p> <p>Date: <u>11/12/2019</u></p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b>  In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>11/14/2019</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b>  Or delegated representative.</p> <p>By: <u>[Signature]</u></p> <p>Date: <u>11/14/2019</u></p>
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**AMENDMENT NO. 2 TO CONTRACT NO. MNWNC-125**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-125, 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 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 Contract No. MNWNC-125 is extended through March 31, 2020, at the same terms, and conditions.
2. 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.

3. 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.

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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

**1. PURE STORAGE, INCORPORATED**

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]

Signature

Gary T. Newgaard

Printed Name

Title: Vice President, Public Sector

Date: January 30, 2017

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

Signature

Printed Name

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

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

**2. OFFICE OF STATE PROCUREMENT**

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

By: [Signature: Andy Doran]

Title: Acquisition Management Specialist

Date: 2/6/18

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Original signed

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

**FEB 06 2018**

**By Lucas J. Jannett**





# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

**1. BASELINE PRICE LIST: PURESTORAGE MSRP** **POSTED ON WCSA-NASPO SITE**

2. BAND DISCOUNTS	CATEGORY	MINIMUM DISCOUNT
BAND 5 STORAGE	5M	37%
<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 – NONE OFFERED**

**4. SERVICES – 10%**  
 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 hardware includes a one year next business day response warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information see: <http://www.purestorage.com/flash-array/cloudassist.html>  
 Installation is included.  
 Advanced (Next Business Day response) comes in 1, 3, 4 & 5 year terms.  
 Premium (4 Hour response) in 1, 3, 4 & 5 year terms.  
 "Next Best Available" for customers who want assistance in upgrades provides a guaranteed 72 hour guaranteed response.  
 "No Forklift Upgrade" approach provides free upgrades to controllers every 3 years.  
 See website for details.

**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.**

<b>a. Per Transaction Multiple Unit:</b>	
\$200,000 - \$300,000	Additional 7% (44%)
\$300,001 - \$400,000	Additional 7% (51%)
\$400,001 - \$500,000	Additional 7% (58%)
\$500,001 and over	Additional 4% (62%)
<b>b. Cumulative Discount based on Total Master Agreement Sales and will be reviewed annually. Additional discount will be provided as the following threshold is met:</b>	
Threshold:	
\$1,000,000 - \$2,000,000	Discount 1.5%
\$2,000,001 - \$3,000,000	2.0%
\$3,000,001 - \$4,000,000	2.5%
\$4,000,001 - \$15,000,000	3.0%
\$15,000,001, and over (non-hardware)	3.0%
\$15,000,001, and over (hardware only)	4.0%



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 – MINNESOTA COMPANIES** that have employed more than 40 full-time employees within this state 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).

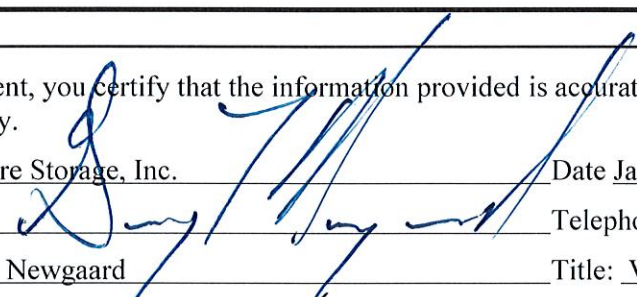
**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us). If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

**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, 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](mailto:compliance.MDHR@state.mn.us).

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Pure Storage, Inc. Date January 30, 2018  
Authorized Signature:  Telephone number: 301-717-9968  
Printed Name: Gary T. Newgaard Title: Vice President, Public Sector

**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](mailto:compliance.mdhr@state.mn.us) TTY: 651-296-1283

**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-125**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-125, April 1, 2015, through March 31, 2017 ("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 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 Contract No. MNWNC-125 is extended through March 31, 2018, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2017, 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><b>1. PURE STORAGE, INCORPORATED</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>By: <sup>KPB</sup> <u><i>Gary Newgaard</i></u> Signature Gary Newgaard Printed Name</p> <p>Title: <u>Vice President, Public Sector</u></p> <p>Date: <u>February 24, 2017</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>By: <u><i>Andy Doren</i></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>3/3/17</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u><i>Laura J. Jannett</i></u></p> <p>Date: <u>3/6/2017</u></p>
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## Doran, Andy (ADM)

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**From:** Gary Newgaard <gnewgaard@purestorage.com>  
**Sent:** Friday, March 03, 2017 10:11 AM  
**To:** Kim Bradbury  
**Cc:** Doran, Andy (ADM)  
**Subject:** Re: NASPO Extension Information Request - Revised

Approve. Thank you

Sent from my iPhone  
Gary Newgaard  
Vice President Public Sector  
Pure Storage  
[gnewgaard@purestorage.com](mailto:gnewgaard@purestorage.com)  
Cell 703 554-3653

On Mar 3, 2017, at 11:02 AM, Kim Bradbury <[kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com)> wrote:

Hi Gary,

Do you authorize me to print and sign the Amendment 1 on your behalf? I will use by initials "KPB" and write "on behalf of" and sign your name. Please confirm and I will print, sign and return a .pdf copy to the customer. Otherwise, you'll need to print 3 copies, sign and send the originals via Fed Ex to the customer.

State of Minnesota  
Department of Administration  
50 Sherburne Avenue, Suite 112  
Saint Paul, MN 555155  
Attn: Andy Doran, IT Acquisitions Supervisor

Thanks,  
Kim

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**From:** Doran, Andy (ADM) [<mailto:Andy.Doran@state.mn.us>]  
**Sent:** Friday, March 03, 2017 10:56 AM  
**To:** Kim Bradbury <[kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com)>  
**Subject:** RE: NASPO Extension Information Request - Revised

It would be helpful to have him send me an email from his work account that verifies that this arrangement is acceptable to him that I could file with the paperwork.

Thanks,

Andy

<image001.jpg>

**Andy Doran | IT Acquisitions Supervisor**

(651) 201-2459  
[Andy.Doran@state.mn.us](mailto:Andy.Doran@state.mn.us)

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**From:** Kim Bradbury [<mailto:kim.bradbury@purestorage.com>]  
**Sent:** Friday, March 03, 2017 9:54 AM  
**To:** Doran, Andy (ADM) <[Andy.Doran@state.mn.us](mailto:Andy.Doran@state.mn.us)>  
**Subject:** RE: NASPO Extension Information Request - Revised

The other option is I sign on his behalf. I use my initials but sign Gary's name. We do that for other customers. Next to his name, I write "KPB" on behalf of...and then sign his name. Will that work?

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**From:** Doran, Andy (ADM) [<mailto:Andy.Doran@state.mn.us>]  
**Sent:** Friday, March 03, 2017 10:33 AM  
**To:** Kim Bradbury <[kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com)>  
**Subject:** RE: NASPO Extension Information Request - Revised

I guess we'll have to do this the old(er) fashioned way – can you have three copies of that page sent to our mailing address?

Thanks,

Andy

<image001.jpg>

**Andy Doran | IT Acquisitions Supervisor**  
(651) 201-2459  
[Andy.Doran@state.mn.us](mailto:Andy.Doran@state.mn.us)

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**From:** Kim Bradbury [<mailto:kim.bradbury@purestorage.com>]  
**Sent:** Friday, March 03, 2017 8:09 AM  
**To:** Doran, Andy (ADM) <[Andy.Doran@state.mn.us](mailto:Andy.Doran@state.mn.us)>  
**Subject:** RE: NASPO Extension Information Request - Revised

Andy,  
We are really struggling to get this into .pdf. Attached is probably the best we can do. Nobody has descent printers/scanners anymore. Haha we've evolved because of DocuSign. Hopefully this will work.

Kim

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**From:** Doran, Andy (ADM) [<mailto:Andy.Doran@state.mn.us>]  
**Sent:** Thursday, March 02, 2017 6:24 PM  
**To:** Kim Bradbury <[kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com)>  
**Subject:** RE: NASPO Extension Information Request - Revised

Yes, please. The jpeg version appeared to have the bottom of the page cut off, so getting a full-on page would be good.

Thanks,

**PARTICIPATING ADDENDUM  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Computer Equipment  
Administered by the State of Minnesota (hereinafter "Lead State")**

Master Agreement No: MNWNC-125  
Pure Storage, Inc.  
(hereinafter "Contractor")  
And  
The State of Idaho  
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Computer Equipment contract issued by the State of Minnesota to Pure Storage, Inc. (Master Agreement No. MNWNC-125) for use by state agencies and other entities located in the State of Idaho.

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

**INDIVIDUAL CUSTOMER:** Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. **Term:** This PADD will be effective on the date of last signature, below, and continue through **March 31, 2017**, unless extended, renewed or terminated earlier (the Master Agreement contains a provision for an option to extend up to 36 months after the initial term expires March 31, 2017).



#### **4. Participating State Modifications or Additions to Master Agreement:**

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

4.1 **Assignment:** In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

4.2 **Amendments:** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

4.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

#### **4.4 Administrative Fee and Quarterly Usage Report:**

The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.htm>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a

breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):

1<sup>st</sup> Quarter July 1 - Sept 30  
 2<sup>nd</sup> Quarter Oct 1 - Dec 31  
 3<sup>rd</sup> Quarter Jan 1 - Mar 31  
 4<sup>th</sup> Quarter Apr 1 - Jun 30

Fee and Report Due:

October 31st  
 January 31st  
 April 30<sup>th</sup>  
 July 31<sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Melanie Stevens
Address	650 Castro Street, Ste. 260, Mountain View, CA 94041
Telephone	206.708.5007
Fax	
E-mail	<a href="mailto:mels@purestorage.com">mels@purestorage.com</a>

Participating State

Name	Shawna West
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1602
Fax	208.327.7465
E-mail	<a href="mailto:shawna.west@adm.idaho.gov">shawna.west@adm.idaho.gov</a>

6. **Partner Utilization:**

Authorized Value Added Resellers (VARs) are provided on **Attachment A.**

7. **Applicable Terms:** The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. **Orders:** Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: **PADD15201019** as well as the Lead State Master Agreement No. **MNWNC-125.**


**9. Order of Precedence:**

- 9.1 A Participating State's Participating Addendum ("PA"); A Participating State's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
- 9.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
- 9.3 The Solicitation including all Addendums; and
- 9.4 Contract Vendor's response to the Solicitation

**10. Entire Agreement:**

This PADD and the Master Agreement No. MNWNC-125, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed in Section 9, above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

The parties have executed this PADD as of the date of the last signature below.

Participating State: IDAHO	Contractor: PURE STORAGE, INC.
By: <i>Shawna West</i>	By: 
Name: <i>Shawna West</i>	Name: <small>8330F1A803264A7...</small> Dan Heydenfeldt
Title: <i>Buyer, Division of Purchasing</i>	Title: VP Global Field Operations
Date: <i>6/1/2015</i>	Date: 6/1/2015