

**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.

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

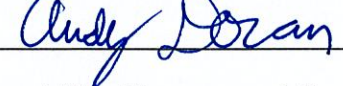
**1. PURE STORAGE, INCORPORATED**

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  
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:   
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:   | Discount            |
| \$1,000,000 - \$2,000,000  | 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).

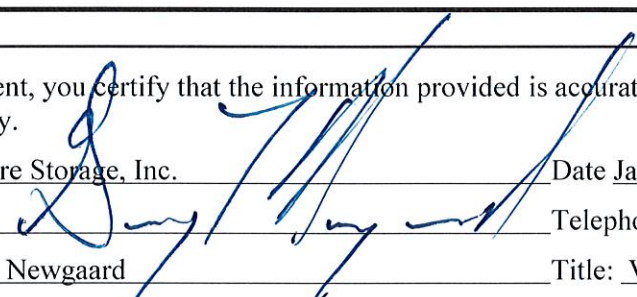
**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- 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