

[Home](#) > [Explore DIR Contracts](#)

Contract Number

# DIR-TSO-4331

Contract Term Date: **03/12/24** [?](#)

Contract Expiration Date: **03/12/24** [?](#)

Certifications/Qualifications: [eRate](#)

## Vendor Information

### [Pure Storage Inc](#)

Vendor ID: **1271069557**

HUB Type: **Non HUB** [?](#)

RFO: **DIR-TSO-TMP-422**

Contract Status: **Active**

#### VENDOR CONTACT:

[Katie Lefebvre](#) [↗](#)

Phone: 630-863-9428

Fax: 410-414-2117

[Vendor Website](#) [↗](#)

#### DIR CONTACT:

[Suzanne Carson](#) [↗](#)

Phone: (512) 475-4948

## Contract Overview

Pure Storage offers data storage products and related services through this contract. Available brands include: Pure Storage. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract does have a number of resellers, many of which are HUB vendors. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 3/12/2024.

## Contract Details & Ordering Information

### Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

### Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Data Storage
- Technical Services

### MORE INFORMATION

[Vendor Website](#) [↗](#)

Visit this Vendor's website to view the latest product, service, and pricing information.

Home > Explore DIR Contracts

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- [Products & Services](#)
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- [Brands](#)
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- [How to Order](#)
- Resellers**

**MORE INFORMATION**

[Vendor Website](#)

Visit this Vendor's website to view the latest product, service, and

### Reseller Vendor Contacts

[Download Vendor List \(.CSV\)](#)

<b>Red River Technology LLC</b>	1020483 3411	Non HUB	Marcus Fedeli	P: 703-880-9753 F:	21 Water St., Suite 500 Claremont, NH 03743	marcus.fede li@redriver. com
<b>Red8, LLC</b>	1832762 126600	Non HUB	Michelle Rauso	P: 714-939-2314 F:		michelle@r ed8.com
<b>Sequel Data Systems, Inc.</b>	1742678 386000	Non HUB	Jonathan Clifton	P: (512) 918-8841 F:	11824 Jollyville	jonathan.clif ton@sequel

[↑ BACK TO TOP](#)

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR PRODUCTS AND RELATED SERVICES**

**PURE STORAGE, INC.**

**1. Introduction**

**A. Parties**

This Contract for products and related services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Pure Storage, Inc. ("Vendor"), with its principal place of business at 650 Castro Street, Suite 400, Mountain View, California 94041.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-422, on March 20, 2018, for Data Storage, Data Communications & Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-422 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract the order of precedence shall be as follows: This Contract; Appendix A, Standard Terms and Conditions for Product and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-422, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-422, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not

renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

### 3. Product and Service Offerings

#### A. Products

Products available under this Contract are limited to Data Storage, Data Communications & Networking products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

#### B. Services

Services available under this Contract are limited to Data Storage, Data Communications & Networking products related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

### 4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

### 5. DIR Administrative Fee

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

### 6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A. Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300

Vendor Contract No. \_\_\_\_\_

Austin, Texas 78701  
Phone: (512) 475-4000  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Kim Bradbury  
Pure Storage, Inc.  
650 Castro Street, Suite 400  
Mountain View, California 94041.  
Phone: (301) 717-9968  
Facsimile: (410) 414-2117  
Email: [kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com)

**7. Shrink/Click-wrap License Agreement**

**A.** Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

Vendor Contract No. \_\_\_\_\_

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

**8. Authorized Exceptions to Contract and any Appendices.**

No exceptions have been agreed to by DIR and Vendor.

(Remainder of page intentionally left blank)

Vendor Contract No. \_\_\_\_\_

This Contract is executed to be effective as of the date of last signature.

**PURE STORAGE, INC**

**Authorized By:** Signature on File

**Name:** Gary Newgaard

**Title:** Vice President Public Sector

**Date:** 12/11/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 12/13/2018

**Office of General Counsel:** MH 12/12/2018

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-4331**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Pure Storage Inc**

This Amendment Number **1** to **Contract** Number **DIR-TSO-4331** ("**Contract**") is between the Department of Information Resources ("DIR") and Pure Storage Inc. ("**Vendor**"). DIR and Contractor agree to modify the terms and conditions of the **Contract** as follows:

- 1. Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to exercise the 90-day extension through March 12, 2024 in this Contract.

- 2. Contract, Section 4. Pricing** is hereby deleted and replaced in its entirety with the following:

**4 Pricing**

**4.1 Pricing Index**

Pricing to Customers shall be as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee (as defined below).

**4.2 Customer Discount**

- a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in Appendix C, Pricing Index. Vendor shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Vendor's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- b) Customers purchasing products or services under this Contract may negotiate additional discounts with Vendor. Vendor and Customer shall provide the details of such additional discounts to DIR upon request.
- c) If products or services available under this Contract are provided at a lower price to:
  - (i) an eligible Customer who is not purchasing those products or services under this Contract, or
  - (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower



price. This requirement applies to products or services quoted by Vendor for a quantity of one (1), but does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

#### **4.3 Changes to Prices**

- a) Subject to the requirements of this section, Vendor may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes and will remain consistent with the discount levels specified in this Contract.
- b) Vendor may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Vendor reduce the pricing for the product or service to the level published before such revision. Upon such request, Vendor shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Vendor.

#### **4.4 Shipping and Handling**

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

- 3. Contract, Section 9. Internet Access to Contract and Pricing Information** is hereby inserted immediately after Section 8 as follows:

#### **9. Internet Access to Contract and Pricing Information**

In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Vendor shall include the following with its webpage:

- a) A current price list or mechanism to obtain specific contract pricing;
- b) MSRP/list price or DIR Customer price;
- c) Discount percentage (%) off MSRP or List Price;
- d) Warranty policies; and
- e) Return policies.

- 4. Contract, Section 10. Use of Order Fulfillers** is hereby inserted immediately after Section 9 as follows:

#### **10. Use of Order Fulfillers**

##### **10.1 Authorization to Use Order Fulfillers**

Subject to the conditions in this Section, DIR agrees to permit Vendor to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

### **10.2 Designation of Order Fulfillers**

- a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Vendor will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- b) In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
- c) DIR reserves the right to require Vendor to rescind any Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- d) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- e) Vendor may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- f) Vendor shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

### **10.3 Changes in Order Fulfiller**

Vendor may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Vendor must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

### **10.4 Order Fulfiller Pricing to Customer**

Order Fulfiller pricing to the Customer shall be in accordance with Section 4.

- 5. Appendix A, Standard Terms and Conditions for Product and Related Services Contracts** dated 9/29/2017, is hereby deleted and replaced in its entirety with **Appendix A, Standard Terms and Conditions Cooperative Contracts (per Amendment 1)** dated December 2021.

All other terms and conditions of the **Contract**, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

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**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 12/13/2023.

**Pure Storage Inc**

**Authorized By:** Signature on File

Mike Wiseman  
**Name:** \_\_\_\_\_

Vice President, Public Sector  
**Title:** \_\_\_\_\_

10/19/2023 | 3:00 PM PDT  
**Date:** \_\_\_\_\_

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Lisa Massock

**Title:** Chief Procurement Officer

10/25/2023 | 9:57 AM CDT  
**Date:** \_\_\_\_\_

**Office of General Counsel:** Initials on file 10/24/2023 | 9:02 AM CDT