

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Pure Storage, Inc.**

CONTRACT NUMBER:	<b>3-16-70-3113C</b>
SUPPLEMENT NO.:	2
CMAS CONTRACT TERM:	9/22/2016 through 5/31/2019
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<a href="#">September 8, 2014</a>
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	<a href="#">GS-35F-0251V</a>
BASE SCHEDULE HOLDER:	Iron Bow Technologies, LLC

This contract provides for the purchase and warranty of hardware and maintenance.

The purpose of this contract supplement is to incorporate the following changes:

- 1) Add NWN Corporation, Global Blue IT, Inc., Insight Public Sector, Inc., and Rubicon Datawerks, LLC to the list of Authorized Resellers. See the revised Attachment C for a complete list of Authorized Resellers for this CMAS contract.

All other terms and conditions and provisions of the contract remain unchanged.

*Original Signature On File*

Effective Date: **07/18/2017**

**ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
PURE STORAGE, INC.  
CMAS NO. 3-16-70-3113C, SUPPLEMENT NO. 2**

**ATTACHMENT C**

**List of Authorized Resellers**

<b>Company Name</b>	<b>Street Address</b>	<b>City</b>	<b>ST</b>	<b>Zip</b>	<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Fax</b>	<b>Contact email</b>
Quest Media & Supplies, Inc.	5822 Roseville Rd	Sacramento	CA	95841	Tim Burke	916.338.7070	916.228.3289	amy_comi@quesetsys.com
AMS.Net, Inc.	502 Commerce Way	Livermore	CA	94551	Diana Monaghan	925.245.6100	925.245.6150	dmonaghan@ams.net
IMPEX Technologies, Inc.	880 Apollo St, Suite 315	El Segundo	CA	90245	Veronika Pavlov	310.320.0280	310.320.0290	vpavlov@impextechnologies.com
ePlus Technology, Inc.	13595 Dulles Technology Dr	Herndon	VA	20171	Mark Munsell	949.988.6838	949.988.5470	mmunsell@eplus.com
Dimension Data North America, Inc.	11006 Rushmore Drive, Ste. 300	Charlotte	NC	28277	Adam Petrovsky	661.775.2824	661.362.7494	Adam.petrovsky@dimensiondata.com
Applied Computer Solutions	15461 Springdale St	Huntington Beach	CA	92649	Dennis DiPietro	714.861.2210	714.842.8795	dennis.dipietro@acsacs.com
Global Blue DVBE, Inc.	555 Menlo Drive, Ste B	Rocklin	CA	95765	Mike Terpstra	916.812.5001	916.251.5381	mike@gbdvbe.com
HF Tech Services, Inc.	2007 Opportunity Dr, Suite B-10	Roseville	CA	95678	Allan Hart	916.690.5056	916.713.0570	allan@hftechservices.com
DVBE Partners, LLC	10924 Olson Dr, Ste C-314	Rancho Cordova	CA	95670	Roger Pierce	916.779.4151	916.720.0251	rpierce@dvbepartners.com
Teranomic	1215 K Street, Suite 1703	Sacramento	CA	95814	Nasser Azimi	916.757.4892	916.720.0251	nazimi@teranomic.com
MinnesotaDataLink Corporation	10050 Crosstown Circle, Ste 500	Eden Prairie	MN	55344	Kim Rademacher	952.279.4892	952.279.4350	krademacher@datalink.com
Enterprise Networking Solutions, Inc.	3054 Fite Circle, Suite 106	Sacramento	CA	95827	Paul Smitham	916.369.7567	916.369.0443	psmitham@ens-inc.com

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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CMAS NO. 3-16-70-3113C, SUPPLEMENT NO. 2**

**ATTACHMENT C (Continued)**

**List of Authorized Resellers**

<b>Company Name</b>	<b>Street Address</b>	<b>City</b>	<b>ST</b>	<b>Zip</b>	<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Fax</b>	<b>Contact email</b>
SHI International, Inc.	290 Davidson Ave.	Somerset	NJ	08873	Debbie Bieber – Local GOV (Northern) / State Gov	408.232.0855		debbie_bieber@shi.com
SHI International, Inc.	290 Davidson Ave.	Somerset	NJ	08873	Guillermo Ortiz – Local GOV (Southern)	619.446.8100		guillermo_ortiz@shi.com
SHI International, Inc.	290 Davidson Ave.	Somerset	NJ	08873	Lynda Olander – Higher ED (Northern + UC)	916.203.5643		lynda_olander@shi.com
SHI International, Inc.	290 Davidson Ave.	Somerset	NJ	08873	Erin Lupo – Higher Ed (Southern + UC)	310.692.6568		erin_lupo@shi.com
SHI International, Inc.	290 Davidson Ave.	Somerset	NJ	08873	Rebecca Smith – K-12	951-599-4882		rebecca_smith@shi.com
SHI International, Inc.	290 Davidson Ave.	Somerset	NJ	08873	Joni Lupo – K-12 (Southern)	310-881-9802		joni_lupo@shi.com
SHI International, Inc.	290 Davidson Ave.	Somerset	NJ	08873	Dylan Bamrick – K-12 (Northern)			dylan_bamrick@shi.com
DataEndure	590 Laurelwood Rd.	Santa Clara	CA	95054	Patrick Chris	408-734-3339		invoices@dataendure.com

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CMAS NO. 3-16-70-3113C, SUPPLEMENT NO. 2**

**ATTACHMENT C (Continued)**

**List of Authorized Resellers**

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Presidio Networked Solutions, LLC	1955 Lakeway Drive, Suite 220	Lewisville	TX	75057	Jeremy Curran	949.467.9907		jcurran@presidio.com
ConvergeOne, Inc.	4290 E. Brickell Street	Ontario	CA	91761	Bre Gallegos	909.230.7122		bgallegos@convergeone.com
World Wide Technology, Inc. which will do business in California as St. Louis based World Wide Technology, Inc.	60 Weldon Parkway	Maryland Heights	MO	63043	Carol Harting	314.995.6103		carol.harting@wwt.com
Insight Public Sector, Inc.	6820 S. Harl Avenue	Tempe	AZ	85283	Chris Robertson	480-409-6775		california@insight.com
Rubicon Datawerks LLC	2351 Sunset Blvd Suite 107-937	Rocklin	CA	95765	Sean Lane	916-871-8576		sean@rubicondatawerks.com
NWN	2969 Prospect Park Drive, Ste	Rancho Cordova	CA	95670	Tim Meade	916-637-2200		TMeade@nwnit.com
Global Blue IT, Inc.	2351 Sunset Blvd, Suite 170-178	Rocklin	CA	95765	Allyn Terpstra	877.523.2179		allyn@globalbluetech.com

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BASE GSA SCHEDULE NO.:	<a href="#">GS-35F-0251V</a>
BASE SCHEDULE HOLDER:	Iron Bow Technologies, LLC

This contract provides for the purchase, maintenance, and warranty of hardware only. (See page 2 for the specific brand and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf>. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

*Original Signature On File* Effective Date: **09/22/2016**  
**JYOTI PATEL-OSBY, Program Analyst, California Multiple Award Schedules Unit**

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**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Pure Storage  
Storage-Device  
Service-Hardware Maintenance

**AVAILABLE PRODUCTS AND/OR SERVICES**

Only products from the manufacturer(s) listed below are available within the scope of this contract:

Pure Storage

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Special Item number (SIN) 132-3 (Leasing of Products), 132-32 (Term Software License), 132-33 (Perpetual Software License), 132-34 (Maintenance of Software as a Service), 132-51 (Information Technology Professional Services), and 132-53 (Wireless Services) are not available under this contract.

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0251V (IRON BOW TECHNOLOGIES, LLC) with a GSA term of 02/24/2014 through 02/23/2019 including modification PO-0228. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "Iron Bow Technologies, LLC" with "Pure Storage, Inc." where "Iron Bow Technologies, LLC" is referenced in the federal GSA multiple award Contract Terms and Conditions.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (650) 625-9667:

Pure Storage, Inc.  
650 Castro Street, Suite 400  
Mt. View CA 94041  
Attn: Timothy Riitters

Agencies with questions regarding products and/or services may contact the contractor as follows:

**Contact: Kim Bradbury**  
**Phone: (301) 717-9968**  
**E-mail: [kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com)**

Orders placed with an Authorized Dealer must be addressed as shown below, and payment must be made payable to the Authorized Dealer identified on the invoice as shown below:

**SUBMIT ORDERS TO:**

**Pure Storage, Inc.**  
**c/o Authorized Dealer**  
**Authorized Dealer's Address**

**PLEASE SEE ATTACHMENT C FOR A LIST OF AUTHORIZED DEALERS.**

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO PURE STORAGE, INC. FOR CMAS QUARTERLY REPORTING REQUIREMENTS.

**CALIFORNIA SELLER'S PERMIT**

Pure Storage, Inc.'s California Seller's Permit No. is 101-608838. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

When issuing an order to an authorized reseller listed on a CMAS contract, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

**CONTRACT PRICES**

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

**PRICE DISCOUNTS**

This CMAS contract contains significant price discounts off the manufacturer's list price. See the base GSA schedule for the specific percent of discount.

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**AMERICAN RECOVERY AND REINVESTMENT ACT  
(ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf).

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

Contractor personnel shall have the experience, education and expertise as delineated in the CMAS contract.

**DELIVERY**

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**HOW TO USE CMAS CONTRACTS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.

- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this contract.

**ORDERING PROCEDURES**

**1. Order Form**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced

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features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx>

**2. Purchase Orders**

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services  
Procurement Division, Data Management Unit  
PO Box 989052, MS #2-203  
West Sacramento, CA 95798-9052  
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

**3. Service and Delivery after Contract Expiration**

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

**4. Multiple Contracts on STD. 65 Order Form**

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

**5. Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be

amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity and/or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**CONTRACTOR OWNERSHIP INFORMATION**

**Pure Storage, Inc.** is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx) then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at: <http://www.dgs.ca.gov/ofs/Pricebook.aspx>

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.



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**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

**ELECTRONIC WASTE RECYCLING**

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on

covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

[www.ciwmb.ca.gov/Electronics/Act2003/](http://www.ciwmb.ca.gov/Electronics/Act2003/)

[www.boe.ca.gov/sptaxprog/ewaste.htm](http://www.boe.ca.gov/sptaxprog/ewaste.htm)

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

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**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

Contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
4. Any other item or class of items specifically excluded from the scope of this contract.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes

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effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts.

Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**ETHNICITY/RACE/GENDER REPORTING REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is

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required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Std. 204)**

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:  
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

**Orders from Local Government Agencies:**

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies

being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**4. Contractor Invoices**

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

**Pure Storage, Inc.** accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department

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chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

**CONTRACTOR QUARTERLY REPORT PROCESS**

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

**8. Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

SEAT Management financing options are NOT available through this contract.

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is [www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx](http://www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx). Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

CMAS Unit Fax Number: (916) 375-4663  
CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), and then select "For Suppliers/Contractors".

**9. Maintenance Tax**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.

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- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

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If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605-2811

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

Phone # (916) 375-4363  
Fax # (916) 375-4663

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

## ATTACHMENT A

### ADA NOTICE

Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech-to-Speech: 1-800-854-7784



## ATTACHMENT B

### CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: \_\_\_\_\_

Reporting Calendar Year: \_\_\_\_\_

Revision

Contract Number: \_\_\_\_\_

Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact:

Q2 (Apr-Jun)

Name: \_\_\_\_\_

Q3 (Jul-Sep)

Phone Number: \_\_\_\_\_

Q4 (Oct-Dec)

E-mail: \_\_\_\_\_

Check Here if No New Orders for This Quarter

#### STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

#### LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_

# ATTACHMENT B

## CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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### Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

#### Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

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**ATTACHMENT C**

**Authorized Resellers**

<b>Company Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Fax</b>	<b>Contact email</b>
AMS.Net, Inc.	502 Commerce Way	Livermore	CA	94551	Diana Monaghan	925.245.6100	925.245.6150	dmonaghan@ams.net
Applied Computer Solutions (ACS)	15461 Springdale St	Huntington Beach	CA	92649	Dennis DiPietro	714.861.2210	714.842.8795	dennis.dipietro@acsacs.com
DataEndure	590 Laurelwood Road	Santa Clara	CA	95054	Chuck Blaskoski	(916)432-7024		cblaskoski@dataendure.com
DataLink Corporation	10050 Crosstown Circle, Ste 500	Eden Prairie	MN	55344	Kim Rademacher	952.279.4892	952.279.4350	krademacher@datalink.com
Dimension Data North America, Inc.	11006 Rushmore Drive, Suite 300	Charlotte	NC	28277	Adam Petrovsky	661.775.2824	661.362.7494	adam.petrovsky@dimensiondata.com
DVBE Partners, LLC	10924 Olson Dr, Ste C-314	Rancho Cordova	CA	95670	Beth Rodriguez Roger Pierce	916-779-4151	916.720.0251	brodriguez@dvbepartners.com
Enterprise Networking Solutions, Inc. (ENS)	3054 Fite Circle, Suite 106	Sacramento	CA	95827	Paul Smitham	916.369.7567	916-369-0443	psmitham@ens-inc.com
ePlus Technology, inc.	13595 Dulles Technology Dr	Herndon	VA	20171	Carrie Verbeke	916.295.1568	949.988.6297	Team-CMAS@EPLUS.com
Global Blue DVBE, Inc.	3715 Atherton Drive #2	Rocklin	CA	95765	Mike Terpstra	916.812.5001	916.251.5381	Mike@gbdvbe.com
HF Tech Services, Inc.	2007 Opportunity Dr, Suite B-10	Roseville	CA	95678	Allan Hart	916.690.5056	916-773-0570	allan@hfttechservices.com

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**ATTACHMENT C**

**Authorized Resellers (Continued)**

<b>Company Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Fax</b>	<b>Contact email</b>
IMPEX Technologies, Inc.	880 Apollo St, Suite 315	El Segundo	CA	90245	Veronika DeCrescenzo (OOTO)	310-320-0280 Ext. 625	310.320.0290	vpavlov@impextechnologies.com
PCM Gov, Inc.	1940 East Mariposa Ave	El Segundo	CA	90245	Sandeep Kapoor	800-625-5468	310-630-3473	Sandeep.kapoor@pcmg.com
Quest Media and Supplies, Inc.	5822 Roseville Rd	Sacramento	CA	95842	Amy Comi	916.338.7070	916.338.3289	amy_comi@questsys.com
SHI International, Inc.	290 Davidson Avenue	Somerset	NJ	08873	Debbie Bieber - Local GOV (North)/State Gov	408-232-0855		Debbie_Bieber@shi.com
SHI International, Inc.	290 Davidson Avenue	Somerset	NJ	08873	Guillermo Ortiz - Local GOV (South)	619-446-8100		Guillermo_Ortiz@shi.com
SHI International, Inc.	290 Davidson Avenue	Somerset	NJ	08873	Lynda Olander - Higher ED (North/UC)	916-203-5643		Lynda_Olander@shi.com
SHI International, Inc.	290 Davidson Avenue	Somerset	NJ	08873	Erin Lupo - Higher Ed (South/CSU)	310-692-6568		Erin_Lupo@shi.com
SHI International, Inc.	290 Davidson Avenue	Somerset	NJ	08873	Rebecca Smith - K-12	951-599-4882		Rebecca_Smith@shi.com
SHI International, Inc.	290 Davidson Avenue	Somerset	NJ	08873	Joni Lupo - K-12 (South)	310-881-9802		Joni_Lupo@shi.com
SHI International, Inc.	290 Davidson Avenue	Somerset	NJ	08873	Dylan Bamrick - K-12 (North)			Dylan_Bamrick@shi.com
Teranomic	1020 12th Street Ste.306	Sacramento	CA	95814	Nasser Azimi	916.757.4892	N/A	nazimi@teranomic.com