

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
CLOUD SOLUTIONS
MASTER AGREEMENT#AR2472**

PARTICIPANT: District of Columbia, Office of Contracting and Procurement

This Participating Addendum (the "PA") is made this 9th day of April 2019 (the "PA Effective Date"), between the **District of Columbia Office of Contracting and Procurement** ("DC, OCP or "Participant"), and **Carahsoft Technology Corporation** ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Scope.

This addendum covers Cloud Solutions lead by the State of Utah for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Section 2. Agreement.

This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the District of Columbia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Section 3. Access to Cloud Solutions Services Requires CPO Approval:

Unless otherwise stipulated in this Participating Addendum, services procured through this NASPO ValuePoint cooperative Master Agreement for Cloud Solutions has been authorized by the Chief Procurement Officer of the District of Columbia.

Section 4. Orders.

Any order placed by a Participating Entity or Purchasing Entity for a product and/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.

Section 5. Primary Contacts

Participating Entity:

Name: Monica Hariri
Title: Contracting Officer
Address: 441 4th Street N.W.
Washington, DC 20001
Telephone: (202) 724-5069
E-Mail: monica.hariri@dc.gov

Lead State:

Name: Shannon Berry
Title: Cooperative Development Coordinator
Address: 110 West Vine Street, Suite 600
Lexington, KY 40507
Telephone: (775) 720-3404
E-Mail: sberry@naspovaluepoint.org

Section 6. Authority.

By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Agreement.

Section 7. Order of Precedence.

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- A. Participating Addendum
- B. Master Agreement AR2472
- C. An applicable Court Order, if any
- D. Task Order Contract(s)
- E. Standard Contract Provisions
- F. Contract attachments other than the Standard Contract Provisions.
- G. RFP, as amended
- H. Proposal

Section 8. Authorized Changes By The Contracting Officer (CO).

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the associated task order on behalf of the District. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

The address and telephone number of the CO is:

Name: Monica Hariri
Title: Contracting Officer
Address: Office of Contracting and Procurement
441 4th Street N.W.
Washington, D.C. 20001
Telephone: (202) 724-5069
E-mail: Monica.Hariri@dc.gov

Section 9. Contract Administrator (CA).

The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- A. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- B. Coordinating site entry for Contractor personnel, if applicable;
- C. Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- D. Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- E. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

The address and telephone number of the CA is:

Name: Wendell Atkinson

Title: Chief Contracting Officer, Acquisition Systems

Address: Office of Contracting and Procurement

441 4th Street N.W.

Washington, D.C. 20001

Telephone: (202) 299-3883

E-mail: Wendell.Atkinson@dc.gov

The CA shall NOT have the authority to:

- 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- 2. Grant deviations from or waive any of the terms and conditions of the contract;
- 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
- 4. Authorize the expenditure of funds by the Contractor;
- 5. Change the period of performance; or
- 6. Authorize the use of District property, except as specified under the contract.

It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract on behalf of Participant.

The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

Section 10. Task Order Contracts In Excess of One Million Dollars.

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

Section 11. Task Order Contracts That Cross Fiscal Years.

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

Section 12. Federal Requirements in Master Agreement.

The requirements of the federal laws identified in NASPO Master Agreement (Section 35), Nondiscrimination, and this paragraph, are, by federal law, applicable to this District of Columbia PA.

A. Nondiscrimination provision, NASPO Master Agreement, (Section 35)

B. Section 504 of the Rehabilitation Act of 1973, as amended

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

C. Americans with Disabilities Act Of 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

D. Equal Employment Opportunity

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are available at <http://www.ocp.in.dc.gov/ocp/site/default.asp> An award cannot be made to any bidder who has not satisfied the equal employment requirements.

Section 13. Pricing.

As provided in the NASPO Master Agreement, prices shall be and not exceed the current prices stated on Contractor's program website
<https://www.naspo.valuepoint.org/portfolios/portfolio-contractor/carahsoft/>.

Section 14. Invoice Payment.

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the Task Order contract(s) for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract pursuant to the NASPO Master Service Agreement.

Section 15. Invoice Submittal.

- A. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.
- B. The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.
- C. To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

Section 16. Subcontractors.

All contactors, dealers, and resellers authorized in the District of Columbia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Section 17. Entire Agreement.

The Agreement and Participant's Task Order(s) (executed contemporaneously with this Participating Addendum) sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: District of Columbia Government, Office of Contracting and Procurement	Contractor: Carahsoft Technology Corporation
Signature: 	Signature: <i>Kristina Smith</i>
Name: Monica Hariri	Name: Kristina Smith
Title: Contracting Officer	Title: Director of Contracts
Date: <i>4/9/19</i>	Date: 04/09/2019

[Additional signatures may be added if required by the Participating Entity]