

**Participating Addendum Number CFOPD-24-A-020
(also referred to as Agreement No. CFOPD-24-A-020)
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
District of Columbia Government, Office of the Chief Financial Officer
and
Microsoft Corporation**

This Participating Addendum (also referred herein as “Agreement”) is entered into by the District of Columbia Government, Office of the Chief Financial Officer (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”), pursuant to District of Columbia Official Code § 2-354.11, for the purpose of participating in NASPO ValuePoint Master Agreement Number 23015, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

Microsoft Corporation (“Contractor”)
One Microsoft Way
Redmond WA, 98052-7329

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Participating Entity’s contact for this Participating Addendum is:

Contact Name: Daniel Roberts
Contact Title: Partner Development Manager
Contact Email Address: Daniel.Roberts@microsoft.com
Contact Phone Number: 216-544-9988

Contact Name: Lisa Pierson
Contact Title: Contracting Officer Technical Representative (COTR)
Contact Email Address: lisa.pierson@dc.gov
Contact Phone Number: 202-442-6352

- II. TERM.** This Participating Addendum is effective July 1, 2024, and shall continue for a period ending June 30, 2024; unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. TERM EXTENSIONS.** The Participating Entity may extend the term of this Agreement for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Agreement. The option period will be up to the termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- IV. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all District of Columbia Government agencies within the authority of the Chief Procurement Official for the Participating Entity and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- V. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq.) and D.C. Municipal Regulations Title 27.
- VI. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

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- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to the Purchasing Entity.
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.
- d. **Configuration Dollar Limits.** Notwithstanding anything to the contrary in the Master Agreement, the Configuration Dollar Limit for Band One is increased to \$30,000.

VII. AMENDMENTS TO MASTER AGREEMENT. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

VIII. ORDER OF PRECEDENCE. Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

IX. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

X. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

XI. SUPPLEMENTAL TERMS AND CONDITIONS. This Participating Addendum includes the following supplementing terms and conditions:

1. Funding Obligation.

1.1 There will be no payment obligation of any kind between the District and the Contractor in conjunction with this Agreement.

2. Resellers.

2.1 The Microsoft Corporation Authorized Reseller approved by the Contractor shall provide sales and service support to the Purchasing Entity on behalf of the Contractor at the pricing, service level, and terms and conditions of the Master Agreement.

2.2 The Contractor shall notify the Purchasing Entity promptly when changes occur.

2.3 The Microsoft Corporation Authorized Resellers shall provide quotes, accept purchase orders, and accept payment from the Purchasing Entity, on behalf of the Contractor in conjunction with this

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Agreement, for direct order taking, processing, fulfillment, and provisioning against the Master Agreement.

- 2.4 The Microsoft Corporation Authorized Reseller's participation with the Purchasing Entity in association with this Agreement shall be in accordance with the terms and conditions set forth in the Master Agreement.
- 2.5 The Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice; any resellers who does not meet the Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

3. Nonexclusivity.

- 3.1 This Agreement is not an exclusive contract. The Purchasing Entity is not precluded from the purchase of goods and services from other sources.

4. Administration.

- 4.1 The Purchasing Entity's points of contact and the Contracting Officer for this Agreement is:

Drakus Wiggins, CPPO, CPPB
Contracting Officer
District of Columbia Office of the Chief Financial Officer
1100 4th Street, SW, Suite E620
Washington, DC 20024
Telephone: 202-442-7121
Fax: 202-442-6454
Email: drakus.wiggins@dc.gov

- 4.1.1 The Contracting Officer is the only official authorized to legally bind the Purchasing Entity and make changes to the requirements, terms and conditions of this Agreement. Only the Contracting Officer can increase, decrease, extend or terminate this Agreement. All other changes are unauthorized. A replacement of the Contracting Officer for this Agreement, if any, will be enacted by a written modification to this Agreement.
- 4.1.2 The Contractor will not comply with any order, directive or request that changes or modifies the requirements of this Agreement, unless issued in writing and signed by the Contracting Officer.

- 4.2 The Contracting Officer Technical Representative for this Agreement is:

Lisa Pierson
Contracting Officer Technical Representative (COTR)
Office of the Chief Information Officer (OCIO)
1100 4th St. SW E620 Washington, DC 20024
Telephone: 202-442-6352
Fax: 202-442-6454
Email: lisa.pierson@dc.gov

- 4.2.1 The COTR is responsible for general administration of the Agreement and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Agreement. The COTR has the responsibility of ensuring the Contractor conforms to the requirements of the Agreement and such other responsibilities and authorities as may be specified in the Agreement.

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XII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Contact Name: Daniel Roberts
Contact Title: Partner Development Manager
Contact Email Address: Daniel.Roberts@Microsoft.com
Contact Phone Number: 216-544-9988

For Participating Entity:

Contact Name: Lisa Pierson
Contact Title: Contracting Officer Technical Representative (COTR)
Contact Email Address: lisa.pierson@dc.gov
Contact Phone Number: 202-442-6352


XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:


Tracy Galloway (Mar 28, 2024 08:00 MDT)

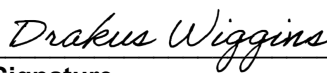
Signature
Tracy Galloway

Printed Name
CVP, COO Microsoft Americas

Title
Mar 28, 2024

Date

PARTICIPATING ENTITY:



Signature
Drakus Wiggins

Printed Name
Contracting Officer

Title
05/02/2024

Date