

**Participating Addendum Number CFOPD-24-A-012**

(also referred to as Agreement No. CFOPD-24-A-012)

**for**

**COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

**between**

**District of Columbia Government, Office of the Chief Financial Officer**

**and**

**Dell Marketing L.P.**

This Participating Addendum (also referred herein as “Agreement”) is entered into by 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 23026, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

Dell Marketing L.P. (“Contractor”)  
One Dell Way  
Round Rock, TX 78682

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor’s contact for this Participating Addendum is:

Contact Name: Cristian Perez
Contact Title: Contract Program Manager
Contact Email Address: cristian.perez@dell.com
Contact Phone Number: 512-368-7916

Participating Entity’s contact for this Participating Addendum is:

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, 2025; 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, and terms and conditions, including the terms of Exhibit E 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 the Purchasing Entity.
  - c. **Equipment Leasing.** Leasing is allowed under the Master Agreement. This Participating Addendum does not contain lease terms and conditions. Participating Entity or eligible customer under this Participating Addendum who is authorized to enter into lease agreements under applicable law may do so under a separate lease agreement for hardware, software and services obtained under the Master Agreement with Dell Financial Services L. L. C. (“DFS”). Any assignment by Participating Entity of its purchase order to a third-party financing company (other than and specifically excluding DFS) must be approved in advance and in writing by Contractor, and in no case shall any such approval excuse Participate Entity from its obligations thereunder.
  - d. **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.
- 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. All term leases, rentals, licenses, maintenance or agreements for services entered into during the duration of this Addendum and whose performance and payment time frames extend beyond the duration of this Addendum shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement).
- 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. If agreed in writing signed by both parties, 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.

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**2. Resellers.**

- 2.1 The Dell 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 Dell Authorized Resellers shall provide quotes, accept purchase orders, and accept payment from the Purchasing Entity, on behalf of the Contractor in conjunction with this Agreement, for direct order taking, processing, fulfillment, and provisioning against the Master Agreement.
- 2.4 The Dell 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 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](mailto: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

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Fax: 202-442-6454  
Email: [lisa.pierson@dc.gov](mailto: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 conforms to the requirements of the Agreement and such other responsibilities and authorities as may be specified in the Agreement.

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

For Contractor:

Contact Name: Cristian Perez
Contact Title: Contract Program Manager
Contact Email Address: <a href="mailto:cristian.perez@dell.com">cristian.perez@dell.com</a>
Contact Phone Number: 512-368-7916

For Participating Entity:

Contact Name: Lisa Pierson
Contact Title: Contracting Officer Technical Representative (COTR)
Contact Email Address: <a href="mailto:lisa.pierson@dc.gov">lisa.pierson@dc.gov</a>
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](mailto: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.

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**XIV. 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:**

*Katherine Castillo*

Signature

Katherine Castillo

Printed Name

Paralegal Advisor

Title

04/05/2024

Date

**PARTICIPATING ENTITY:**

*Drakus Wiggins*

Signature

Drakus Wiggins

Printed Name

Contracting Officer

Title

05/02/2024

Date