

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter “Lead State”)**

MASTER AGREEMENT

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

(hereinafter “Contractor”)

And

District of Columbia Government, Office of the Chief Financial Officer

Agreement No. CFOPD-21-A-037

(hereinafter “Participating State/Entity”)

1. Scope: This addendum allows for purchase of the following Computer Equipment: Band 1: Desktop, Band 2: Laptop, Band 3: Tablet, Band 4: Server, and Band 5: Storage led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state’s statutes to utilize state /entity contracts, and which receives prior written approval of the state’s chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence: These documents shall be read to be consistent and complementary. The Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor’s response to the Solicitation, or terms listed or referenced on the Contractor’s website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed as follows:

1. This Participating Entity’s Participating Addendum (“PA”); A Participating Entity’s Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State’s contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor’s response to the Solicitation.

**4. Participating State Modifications or Additions to Master Agreement:** The following are modifying or supplementing the Master Agreement terms and conditions:

**1. AUTHORITY**

- 1.1 The authority for the District of Columbia Government, Office of the Chief Financial Officer (“District”) to enter into this PA as Agreement No. CFOPD-21-A-037 (“Agreement”) is D.C. Code § 2-354.11.

**2. DISTRICT OF COLUMBIA GOVERNING LAW**

- 2.1 Pursuant to the Master Agreement, Exhibit A - Terms & Conditions, Section B. WSCA-NASPO Terms and Conditions, Paragraph 12, Governing Law, this Agreement shall 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.

**3. AGREEMENT EFFECTIVE DATE**

- 3.1 This Agreement shall be effective on the date of last signature of this Agreement and shall continue for a period ending on July 31, 2022; the end date of the Master Agreement extension.

**4. AGREEMENT EXTENSIONS**

- 4.1 The Parties may extend the term of this Agreement for a period of four (4), one-year option periods, to the Expiration Date or Termination Date of the Master Agreement, whichever shall occur first.

**5. FUNDING OBLIGATION**

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

**6. RESELLERS**

- 6.1 The Dell Authorized Resellers listed herein are approved by the Contractor to provide sales and service support to the District on behalf of the Contractor at the pricing, service level, and terms and conditions of the Master Agreement.
- 6.2 The Contractor shall notify the District promptly when changes occur.
- 6.3 The Dell Authorized Resellers shall provide quotes, accept purchase orders, and accept payment from the District, on behalf of the Contractor in conjunction with this

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

- 6.4 The Dell Authorized Reseller's participation with the District in association with this Agreement shall be in accordance with the terms and conditions set forth in the Master Agreement.
- 6.5 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.
- 6.6 The Dell Authorized Resellers are:
- 6.6.1 MVS, Inc.  
Mital Desai  
1020 19TH STREET NW, WASHINGTON, DC 20036  
Phone: 2027227981  
Email: mdesai@mvsconsulting.com
- 6.6.2 Public Performance Management LLC  
Robert Thorne  
1875 CONNECTICUT AVENUE NW, WASHINGTON, DC 20009  
Phone: 2027358899  
Email: robert.thorne@publicpm.com
- 6.6.3 Supretech, Inc.  
Ignatius Ogu  
7416 GEORGIA AVENUE NW, WASHINGTON, DC 20012  
Phone: 2027267200  
Email: contact@supretech.com

## 7. NONEXCLUSIVITY

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

## 8. ADMINISTRATION

- 8.1 The District'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

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Telephone: 202-442-7121  
Fax: 202-442-6454  
Email: [drakus.wiggins@dc.gov](mailto:drakus.wiggins@dc.gov)

- 8.1.1 The Contracting Officer is the only official authorized to legally bind the District 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.
- 8.1.2 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.

8.2 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](mailto:lisa.pierson@dc.gov)

- 8.2.1 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.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Diane Wigington
Address	One Dell Way, Mailstop 8707, Round Rock, TX 78682
Telephone	
Fax	
E-mail	Diane_Wigington@dell.com

Participating Entity:

1. COTR
2. Contracting Officer

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this

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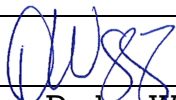
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Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are: No Partners Allowed.

7. Terms: The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. 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.

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

Participating State: District of Columbia Government, Office of the Chief Financial Officer	Contractor: Dell Marketing, L.P.
By: 	By: <i>Carina Clifford</i>
Name: Drakus Wiggins	Name: Carina Clifford
Title: Contracting Officer	Title: Contract Administrator
Date: 11/22/2021	Date: August 26, 2021