

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

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Master Agreement #: AR3086

Contractor: **ACCENTURE LLP**

Participating Entity: **DISTRICT OF COLUMBIA**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. (All references to State also apply to the District of Columbia)
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide (District-wide) contracts in the District of Columbia (DC) Issues of interpretation and eligibility for participation are solely within the authority of the District of Columbia Government.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office (in the case of DC, this refers to the DC Office of the Chief Technology Officer). The State Chief Information Officer means the individual designated by the state Governor (or DC Mayor) within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	David T. Metnick
Address:	699 14 <sup>th</sup> St. NW, Washington DC, 20005
Telephone:	(703) 947-4072
Email:	<a href="mailto:david.t.metnick@accenture.com">david.t.metnick@accenture.com</a>



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Participating Entity

Name:	Stephen Miller
Address:	200 I Street, SE, Washington, DC 20003
Telephone:	(202) 727-2277
Email:	octo@dc.gov

**5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

6. 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.
7. 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.
8. Limitation on Damages: Notwithstanding anything to the contrary, Contractor, its subsidiaries and subcontractors, and its personnel shall not be liable to the Participating Entity or any Purchasing Entity for any claims, liabilities, or expenses relating to this Participating Addendum, any order placed hereunder, or the services ("Claims") for an aggregate amount in excess of the total fees paid by the Purchasing Entity to Contractor under the applicable order over the twelve (12)-month period immediately preceding the date on which the first cause of action giving rise to a Claim under the order accrues, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall Contractor, its subsidiaries or subcontractors, or its personnel be liable to the Participating Entity or any Purchasing Entity for any loss of revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this Participating Addendum, any order placed hereunder, or the services. In circumstances where any limitation on damages provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not

exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

9. Insurance. Contractor shall maintain coverage required under this Section, in effect during the term of the applicable order at Contractor's sole expense. With respect to any professional liability coverage that is issued on a claims-made basis, the retroactive coverage date if any shall be no later than the effective date of the applicable order. Further, such claims-made policies shall be maintained for a period of not less than two (2) years following the expiration or termination of this applicable order. All such coverage shall be issued by insurers properly licensed to do business in the jurisdictions in which the Services are performed. Each such insurer shall be rated by A. M. Best Company as "A VIII" or better. For the avoidance of doubt, none of the coverage under this section shall serve to limit or expand Contractor's indemnification obligations or other liability under this Participating Addendum. The coverage required to be maintained by Contractor includes the following:

- a. Statutory Workers Compensation, as required by applicable law;
- b. Employer's Liability, with a minimum limit of one million dollars (\$1,000,000);
- c. Automobile Liability Insurance including owned and non-owned automobiles with a combined single limit of two million dollars (\$2,000,000);
- d. Commercial General Liability, including Products Liability, Completed Operations Liability, Personal Injury, Advertising Injury and Contractual Liability, on an occurrence basis, with the following minimum limits for bodily injury and property damage: one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- e. Umbrella/Excess Liability, providing additional limits above the employer's liability automobile liability and Commercial General Liability policies with limits of ten million dollars (\$10,000,000) per occurrence and in the aggregate;
- f. Commercial Crime Insurance for theft of money, securities and other tangible personal property of Participating Entity resulting directly from the theft by a Contractor employee while performing professional services for Participating Entity and with a minimum limit of ten million dollars (\$10,000,000) per loss and annual aggregate and including the Participating Entity as a joint loss payee; and
- g. Professional Liability insurance with a minimum limit of ten million dollars (\$10,000,000) per claim and in the aggregate, addressing network security and privacy liability, and including cyber liability coverage; Such coverage shall address supplier's liability in the performance of services under the contract for: (1) unauthorized access or use of a computer system or network; (2) denial of service attacks; (3) receipt or transmission of malicious code; (4) failure to protect confidential, personal or corporate information; (5) wrongful collection of confidential, personal or corporate information; and, (6) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e).
- h. Property Insurance covering Contractor's tangible property on a replacement cost basis; and

- i. Such other coverage, if any, as Contractor may be required to maintain pursuant to applicable laws and regulations.

Contractor shall cause Participating Entity to be named as an additional insured under the Automobile Liability Insurance, Commercial General Liability, and Umbrella/Excess Liability coverage described above for Contractor's liability for any claims and losses actually or allegedly arising out of or in connection with the Services and such coverage shall be primary and any such insurance maintained by Participating Entity is non-contributing.

Upon written request from Participating Entity to Contractor, Contractor shall furnish one or more certificates, from its brokers evidencing that the coverage required by this Section 9 is in full force and effect in compliance with the provisions of this Section. Each such certificate shall state the relevant policy number(s), date(s) of expiration and required limits of coverage

10. Acceptance. In each applicable order, the Parties will establish objective acceptance criteria for Deliverables using Participating Entity, Contractor and industry standards. Applicable acceptance testing, where agreed, will be conducted in accordance with the procedures set out in the applicable order. In the absence of such acceptance criteria and/or procedures, acceptance of such Deliverable will be deemed to have occurred within (15) days after delivery or upon Participating Entity's placing such Deliverable into production use or live running, whichever occurs first.
11. Warranty. Contractor represents, warrants and covenants (as applicable) that it will: (a) perform the Services in a diligent, professional and workmanlike manner and in accordance with the generally accepted industry standards adopted by leading providers of services similar to the Services; and (b) use an adequate number of qualified individuals with suitable training, education, experience, know-how and skill to perform the Services. Contractor will re-perform any work not materially in compliance with this warranty brought to its attention within thirty (30) days after that work is performed.
12. Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 11, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, AND HEREBY EXCLUDE ALL CONDITIONS, TERMS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, DELIVERABLES, OR OTHER MATERIALS PROVIDED UNDER THIS PARTICIPATING ADDENDUM. CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION, TERM OR CONDITION AS TO THE ACCURACY OR COMPLETENESS OF DATA, OPERATIONAL CRITERIA OR PARAMETERS PROVIDED BY PARTICIPATING ENTITY.



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

Participating Entity: District of Columbia	Contractor:
Signature: <i>Courtney B Lattimore</i> for	Signature: <i>David T Metnick</i>
Name: Nancy Hapeman	Name: David T. Metnick
Title: Deputy Chief Procurement Officer	Title: Managing Director
Date: April 24, 2026	Date: April 24, 2026

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

For questions on executing a participating addendum, please contact  
info@naspovaluepoint.org.

**Please email fully executed PDF copy of this document  
to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting  
in appropriate data bases.**