

Participating Addendum Number 0705-23-PS
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
The City of Falls Church, Virginia – Contract Tracking # 0705-23-PS
and
Pure Storage

This Participating Addendum is entered into by The City of Falls Church (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 23020, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

Pure Storage (“Contractor”)
2555 Augustine Drive,
Santa Clara, CA 95054

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Primary: Kim Bradbury
Sr. Director, Public Sector Contracts
kim.bradbury@purestorage.com
301-717-9968

Alternate: Katie Lefebvre
Public Sector Contract Specialist III
klefebvre@purestorage.com 630-863-9428

Participating Entity’s contact for this Participating Addendum is:

James Wise
Purchasing Agent
jwise@fallschurchva.gov and
Purchasing@fallschurchva.gov
703.248.5007

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or July 1, 2023, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used only by the Participating Entity. 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.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws (Commonwealth of Virginia).
- V. 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.
 - a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities
 - b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage, and in Attachment 2 - Contractor’s List of Authorized Resellers, are authorized to provide quotes, accept orders, issue invoices, receive payment, and 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

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum

- c. Contractor must submit quarterly sales reports which coincide with the Contractor fiscal calendar to the Participating Entity. The Contractor shall provide Participating Entity with an electronic usage report in Excel format. Reports are due 15 days after the end of each quarter.

- First Quarter: January through March
- Second Quarter: April through June
- Third Quarter: July through September
- Fourth Quarter: October through December

- VI. If no volume took place during the quarter, the Contractor shall not be required to submit a report.

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) business days of the amendment's effective date and is documented thereafter via written amendment hereto.

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

- VII. **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 which can be confirmed at : <https://www.purestorage.com/company/how-to-buy/naspo-valuepoint-23020.html>

- VIII. **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.

- IX. **INFORMATION TECHNOLOGY SECURITY STANDARDS.**

- X. **ATTACHMENTS.** This Participating Addendum includes the following attachments:

- a. Attachment 1: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions specifically the City's Standard Terms and Conditions attached hereto.
- b. For Price Schedule see <https://www.purestorage.com/company/how-to-buy/naspo-valuepoint-23020.html>

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

For Contractor:

Kim Bradbury
Sr. Director, Public Sector Contracts
kim.bradbury@purestorage.com
301-717-9968

For Participating Entity:

James R. Wise
Purchasing Agent
jwise@fallschurchva.gov & Purchasing@fallschurchva.gov
703.248.5007

- XII. **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.

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

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:

CITY OF FALLS CHURCH:

DocuSigned by:
Michael Wiseman
Signature

Signature

Michael Wiseman
Printed Name

James R. Wise, CPM, CPPB
Printed Name

VP, Americas Public Sector Sales
Title

Purchasing Agent
Title

July 5, 2023
Date

Date

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

AGREEMENT ATTACHMENT 1

Contractual Provisions – City of Falls Church ("City")

A. Nondiscrimination

During the performance of this Agreement, Contractor will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2- 4343.1, the City does not discriminate against faith-based organizations.

B. Conflict of Interests

Contractor represents to the City that its entering into this Agreement with the City and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.24367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Independent Contractor

Contractor is not an employee of the City but is engaged as an independent Contractor. Contractor will indemnify and hold harmless the Commonwealth of Virginia, the City, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Contractor's performance of this Agreement. Nothing in this Agreement will be construed as authority for Contractor to make commitments which will bind the City, or to otherwise act on behalf of the City, except as the City may expressly authorize in writing.

D. Workers' Compensation and Employers' Liability

The Contractor will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

E. Drug-Free Workplace

Contractor, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312 from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on City property.

During the performance of this Agreement, Contractor agrees to 1) provide a drug-free workplace for Contractor's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

F. Information Technology Access Act

In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the City will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the City's Purchasing Agent determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

G. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If the Contractor provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement. It is the Contractor's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the City.

H. Unauthorized Alien Use

Contractor warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. Contractor furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

I. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

J. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the City's Purchasing Agent or City Manager and by the individual signing Contractor's proposal or by other individuals named by either party as specified in Section E, Notices below. If Contractor deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the City:

Purchasing Agent
300 Park Ave., Suite 204 E
Falls Church, VA 22046
703.248.5007

jwise@fallschurchva.gov
cc: purchasing@fallschurchva.gov

If to Contractor:

The person signing Contractor's proposal in response to the City's RFP, at Contractor's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other. No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

L. Indemnification

Contractor will indemnify and hold harmless the City and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) to the extent arising out of the performance or non-performance of this Agreement by Contractor or its agents or sub-Contractors, including the provision of any services or products. Contractor will defend, indemnify and save the City (its employees and agents) from and against any claim that the products or services provided the City by Contractor violate any copyright, patent, or similar property right. The foregoing obligation does not apply to any infringement claim based upon (a) any use of the product that is not in accordance with the corresponding product documentation; (b) any use of the product in combination with other products, equipment, software, or data not supplied by the Contractor if such infringement would not have arisen but for such combination; (c) the use of any release of the product other than the current and immediately preceding version; or (d) any modification of the product by any person other than the Contractor if such infringement would not have occurred but for such modification.

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

M. Termination

If Contractor fails to provide quality goods or services in a professional manner, solely as determined by the City, and, upon receipt of notice from the City, does not correct the deficiency to the City's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the City reserves the right to terminate this Agreement upon written notice to Contractor.

In addition, this Agreement may be terminated by either party by providing 45 days' notice. The City remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

N. Non-Appropriation

Funding for any Agreement between the City and a Contractor is dependent at all times upon the appropriation of funds by the City of Falls Church City Council. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the City effective the last day for which appropriated funding is available.

O. Right of Audit

The City reserves the right, at its sole cost and expense, to audit or cause to be audited Contractor's books and accounts regarding the City's account at any time during the term of this Agreement and for three years thereafter, provided that: (a) the audit is performed during the Contractor's normal business hours without interference with the Contractors' normal business operations; (b) the Contractor is given 15 days' prior notice; and (c) the audit is performed no more than once per calendar year. Contractor will make available to the City all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the City to require that Contractor perform self-audits within reasonable parameters established by the City.

P. Insurance

Listed below is the insurance Contractor must maintain under any Agreement resulting from the RFP. In no event should Contractor construe these minimum required limits to be its limit of liability to the City. Contractor will maintain insurance which meets or exceeds the requirements of the City with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the City until Contractor satisfies the insurance requirements of the City. Contractor may be required to provide the City with a valid Certificate of Insurance before providing any goods or services to the City. The City reserves the right to approve any insurance proposed by Contractor.

The scope of goods or services does not include product installation or setup, maintenance service and the delivery is limited to a central delivery point, the minimum level of coverage will be:

Commercial General Liability:

Contractor and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for premises and operations.

Automobile Insurance:

Contractor and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per accident on all owned, hired, and non- owned vehicles operated by its employees.

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

Additional Insured:

The City its officers and employees will be included as an Additional Insured with respect to Commercial General Liability.

Q. Use of Agreement by Third Parties

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted as a cooperative procurement on behalf of or in conjunction with other public bodies. In accordance with the Virginia Public Procurement Act, any resultant contract may be used by public bodies, agencies, institutions and/or localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor at the same prices and/or discounts and terms.

Each jurisdiction and/or political subdivision has the option of executing a separate agreement with the Contractor after making their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies. Such other contracts may contain general terms and conditions unique to those jurisdictions and/or political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body or political subdivision.

It is the responsibility of the Contractor to notify the jurisdictions and/or political subdivisions of the availability of any contract resulting from this solicitation.

R. The City's Authorized Representatives

The only persons who are or will be authorized to speak or act for the City in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Contractor by the City's Purchasing Agent.

S. Ordering Procedures

The City does not place verbal orders for the Goods and Services. The City may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Contractor's provision of the Goods and Services. Accordingly, at the City's request, Contractor's designated Authorized Reseller(s) will issue a proposal/quotation listing the Goods and Services desired by the City and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the City will issue a corresponding Purchase Order to the Contractor's designated Authorized Reseller(s) for a specified fee amount. This specified fee amount cannot be exceeded by Contractor designated Authorized Reseller(s) unless a new formal written Purchase Order or Purchase Order revision is issued by the City authorizing a specific additional fee amount. Under no circumstances does the City authorize Contractor's designated Authorized Reseller(s) to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Contractor's designated Authorized Reseller(s) provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

T. Customer Pricing

Contractor represents that the prices, terms, warranties, and benefits specified in its proposal are in accordance with the terms being offered by the firm under its Master Contract 23020 with the State of Minnesota.

U. Future Goods and Services

The City reserves the right to have Contractor provide additional goods and/or services that may be required by the City during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or related services

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

provided by Contractor. These additional goods and services will be provided to the City at Favored Customer pricing conditions.

V. Marketing

The City encourages Contractor to appropriately and specifically market itself to applicable end-using City departments that may be interested in Contractor's Goods and Services. However, Contractor will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Contractor engages in non-specific mass marketing formats, the City, in its sole discretion, may choose to terminate this Agreement.

W. Compliance

Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to Contractor upon request.

X. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for the City will not be disclosed to any other person or entity without the written permission of the City. Contractor warrants to the City that the City will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Contractor will execute any assignments or other documents needed for the City to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the City's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the City to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

Y. Force Majeure

Neither the City or Contractor (individually, a "Party") will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. Any delay in performance will be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.

Z. Data and Intellectual Property Protection

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City premises or under City control, shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless approved in writing by the Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.

AA. Goods and Services

During the term of this Agreement, Contractor will provide for the City the goods and services offered to the City by the firm in its proposal and/or any addenda to its proposal that has been approved in writing by the City and as may be further specified by the City in writing when it selected the firm.

BB. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or dispute shall be delivered to the City's Purchasing Agent, 300 Park Avenue, Suite 204E, Falls Church, VA and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested.

A Contractor may not institute legal action until all statutory requirements have been met or prior to receipt of City's decision on the claim.

Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

CC. Time Of The Essence

Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

DD. Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the City pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The City may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

EE. Choice Of Law and Courts

This contract is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed in all respects by the applicable laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the courts of the Commonwealth. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court of the City of Falls Church or in the Circuit Court of the County of Arlington, Virginia or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

FF. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections.

The Contractor shall comply with the Code of Virginia including Section 2.2-4300, the Virginia Procurement Act; well as the City Code, Ordinances, Laws and Policies which are all incorporated herein by reference.

**Participating Addendum Number 0705-23-PS for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **City of Falls Church** and **Pure Storage**

City of Falls Church Tracking # 0705-23-PS

Attachment 2 - Contractor's List of Authorized Resellers

NASPO - City of Falls Church, VA		
Partner	Contact	Email
Achieve One	Chuck Pollard	chuck.pollard@achieve-1.com
IP Data Systems	Tom Pitera	tom.pitera@ipdatasystems.com
Presidio Networked Solutions Group, LLC	Patrick McManaman	PMcManaman@presidio.com
TBL	Mason Bryan	mbryan@tblnetworks.com
Thundercat Technologies	Matt East	Meast@thundercattech.com