

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	PARTICIPATING ADDENDUM AMENDMENT	
	Contract No.:	05116
Carahsoft Technology Corporation 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190	NASPO No.:	AR2472
	Amendment No.:	1
	Effective Date:	July 1, 2017

FIRST AMENDMENT
TO
PARTICIPATING ADDENDUM
FOR
NASPO VALUEPOINT MASTER AGREEMENT No. AR2472
STATE OF WASHINGTON CONTRACT No. 05116
CLOUD SOLUTIONS

This First Amendment (“Amendment”) to the State of Washington’s Participating Addendum for NASPO ValuePoint Master Agreement No. AR2472 and State of Washington Contract No. 05116 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Carahsoft Technology Corporation, a Maryland corporation (“Contractor”) and is effective as of July 1, 2017.

R E C I T A L S

- A. Master Agreement No. AR2472 is a NASPO ValuePoint cooperative contract led by the State of Utah.
- B. The State and Contractor (collectively the “Parties”) entered into that certain Participating Addendum effective August 1, 2017 pursuant to which the State of Washington and its authorized purchasers could use the above referenced NASPO ValuePoint Master Agreement and State Contract.
- C. The amendment set forth herein is within the scope of the Participating Addendum.
- D. The Parties now desire to amend the Participating Addendum as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. PAY EQUALITY. The Participating Addendum is amended to add the following section:

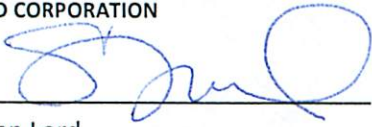
3.7. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Participating Addendum for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and any Purchaser hereunder similarly may suspend or terminate its use of the Participating Addendum and/or any agreement entered into pursuant to the Participating Addendum.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Participating Addendum is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Participating Addendum or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**CARASOFT TECHNOLOGY CORPORATION,
A MARYLAND CORPORATION**

By: 
Name: Ellen Lord
Title: Contracts Manager
Date: November 8, 2017

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Mike Dombrowsky
Name: Mike Dombrowsky
Title: IT Contracts Consultant
Date: 11/08/2017