

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

MASTER AGREEMENT
Master Agreement No: MNNVP-134
Hewlett Packard Enterprise Company
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State/Entity")

MA 758 170000777

1. **Scope:** This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, 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 Participating 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 NASPO Master Agreement. The NASPO Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: **Band 4- Server hardware and maintenance of servers**. The configuration limits and restrictions for the NASPO Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

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 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:**

1. A 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 WSCA-NASPO Master Agreement
2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this NASPO 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 Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

- 4.1 Authorized Participating Entities. The Commonwealth hereby designates Non-Executive Branch State Agencies and political subdivisions and authorized non-profits located in the Participating Entities under this Participating Addendum. The Commonwealth Office of Technology (COT) is the ONLY Executive Branch State Agency that is permitted to use this Addendum. If the Contractor enters into an agreement or accepts an Order with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this Addendum for convenience in its entirety pursuant to Section 8 of the Master Service Agreement.
- 4.2 Governing Law. This PA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky per KRS 45A.
- 4.3 The Commonwealth reserves the right to require state Executive Branch agencies authorized to use this PA to obtain quotes from Partners a party to the PA or from contractors awarded a Master Agreement for the same goods services as provided by this PA.
- 4.4 The Commonwealth reserves the right to work with the Contractor at a later date to initiate and implement a web enabled ordering mechanism, including a PunchOut feature into the Commonwealth's state procurement system, eMARS
- 4.5 The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.
- 4.6 The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky-Office of Procurement Services for an amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Ave., New Capitol Annex, Room 095, Frankfort, KY 40601.

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

Contractor

Name	Stacey Kearns
Address	355 Ledgelawn Drive, Conway, AR 72204
Telephone	812-319-3018
Fax	501-339-2377
E-mail	Stacey.lyn.kearns@hpe.com

Participating State

Name	Susan S. Noland
Address	702 Capitol Avenue, Room 096, Frankfort, KY 40601
Telephone	(502) 564-5951
Fax	(502) 564-6013
E-mail	Susan.Noland@ky.gov

6. Partner Utilization: Each Participating State represented by NASPO ValuePoint participating in this NASPO Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The Participating State may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Participating State acknowledges and agrees that Contractor may provide a list of partners after execution of this Participating Addendum.

Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

A. Reseller Agent Program:

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett Packard Enterprise ("HPE"). HPE fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provides pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Contract are listed on the HPE Participating State landing page at www.hpe.com/buy/NASPOVP-PC4.

Orders and payment are issued by the Purchasing Entity direct to HPE under the Reseller Agent Program. The Reseller Agent HPE Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State Contract Number MA 768 1700000777.

HPE Order information, including the HPE remittance address, is available in the Information Center located at the HPE website www.hpe.com/buy/NASPOVP-PC4.

B. Fulfillment Subcontractor Program:

Under this Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Contract are listed on the HPE Participating State landing page at www.hpe.com/buy/NASPOVP-PC4.

Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Orders must include the Participating State Contract Number MA 758 1700000777.


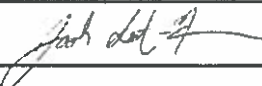
7. **Terms:** The Participating State is agreeing to the terms of the NASPO Master Agreement only to the extent the terms are not in conflict with applicable law.

8. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this NASPO Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the NASPO Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.


9. **Assignment:** Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other.

10. **Participating Addendum:** This Addendum is effective as of the full execution of this Participating Addendum below.

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Hewlett Packard Enterprise Company
By: 	By: 
Name: Jim Barnhart	Name: Joshua Soreth-Harman
Title: Deputy CIO	Title: Attorney-Specialist
Date: 3/22/17	Date: 3/23/2017

(Additional Signatures as required by Participating State)

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY: 
Name: Joan Graham
Title: Executive Director
Date: 3/25/17

