



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2000000226

Effective Date: 1/1/20

Record Date: 2/6/20

Expiration Date: 12/31/20

Procurement Folder: 357857

Document Description: NON EXECUTIVE BRANCH COPIER
CONTRACTS HP Inc.

Procurement Type: Special Authority Goods & Svcs

Cited Authority: Intergovernmental Purchases

Version Number: 2

CONTACT INFORMATION

ISSUER:

Barry Stigers

502-564-6523

Barry.stigers@KY.GOV

REASON FOR MODIFICATION

2-6-2020 Administrative Modification to correct CL Description and Extended Description on CL#1. No other changes to contract. BStigers

VENDOR INFORMATION

Name /Address:

Contact:

KY0029298: HP INC.

DEBRA LEE

847-537-0344 EXT: 3254

Debra.Lee@hp.com

10400 ENERGY DR

SPRING TX 77389

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	\$0.010000	\$0.00			\$0.00

HP, Inc. MultiFunction Copier Non Executive Branch Agency

Extended Description:

HP, Inc. MultiFunction Copiers Non Executive Branch Agencies Only

	<i>Document Description</i>	<i>Page 2</i>
2000000226	NON EXECUTIVE BRANCH COPIER CONTRACTS HP Inc.	

See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.

PARTICIPATING ADDENDUM
NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS AND MANAGED PRINT SERVICES 2019 – 2024
Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
HP Inc.
Colorado RFP-NP-18-001
(hereinafter "Contractor")

And

Commonwealth of Kentucky
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ATTACHMENT A

Master Agreement #: **140596**

Contractor: **HP INC.**

Participating Entity: **STATE OF COMMONWEALTH OF KENTUCKY**

MA 758 2000000226

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

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Supplies

Master Agreement Terms and Conditions:

1. **Scope:** This covers the NASPO Valuepoint Master Agreement for Copiers led by the State of Colorado for use by **NON EXECUTIVE BRANCH STATE AGENCIES ONLY** located in the Participating State *of the Commonwealth of Kentucky* authorized by that State's statutes to utilize state contracts, which includes local public agencies of the Commonwealth as defined in KRS 45A.345(11). Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used ONLY by authorized **NON EXECUTIVE BRANCH STATE AGENCIES**

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Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum.

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

Contractor

Name:	Hp Inc. Debra Lee
Address:	10400 Energy Drive, Spring Texas 77389
Telephone:	(847) 537-0344 (office) or (847) 922-2977 (cell)
Fax:	(847) 572-1336
Email:	Debra.Lee@hp.com

Participating Entity

Name:	Barry Stigers
Address:	702 Capital Avenue, Room 096 Frankfort, Ky. 40601
Telephone:	(502) 564-6523
Fax:	(502) 564-6013
Email:	Barry.Stigers@ky.gov

4. **Participating Entity Modifications or Additions to The Master Agreement:** 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.

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5. **Order of Precedence:**

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against the Master Agreement;
- d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) The Contractor's Supplemental Documents, including all Attachments.

6. **Lease Agreements:**

Leasing is approved for the authorized using agencies. Each authorized using agency must establish its own separate agreement if applicable with the awarded contractor for products and services.

7. **Resellers:** All contractors and resellers authorized in the State of *Kentucky* as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing 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 Master Agreement.

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.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #140596 & State Contract #MA 758 2000000226" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, \$1 Buy Out or Straight, lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

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9. **Product Installation & Invoicing:** Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

10. **Service Level Agreements:** Purchasing Entities are subject to the Contractor "HP Service Level Agreement" provided in Participating Addendum **Exhibit A** and also on the NASPO ValuePoint's website for HP Inc. as MA Exhibit F – HP Standard Service Level Agreement.
11. This Participating Addendum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the using agency. Venue shall be the Commonwealth of Kentucky, Franklin County in accordance with KRS 45A.245,

<http://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx>

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- a. The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase, which can be used at the time of purchase only.
- b. 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 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 the 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. Quarterly Sales Reports and Check to be mailed to the Office of Procurement Services, Attn: Barry Stigers, 702 Capital Ave., Capital Annex, Room 095, Frankfort, Ky. 40601.

14. HP Additional Provisions:

- a. **Remedies.** The Master Agreement and this PA states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.
- b. **Limitation of Liability.** Contractor's liability to Participating Entity under this PA is limited to the greater of \$1,000,000 or the amount payable by Participating Entity to Contractor for the relevant Order. Neither Participating Entity nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Participating Addendum; nor any liability which may not be excluded or limited by applicable law.

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- c. **Entire Agreement.** The Master Agreement and this PA represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.


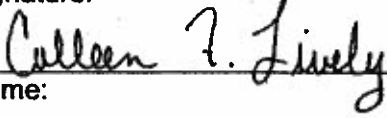
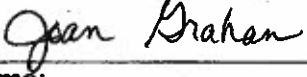
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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: HP Inc.
Signature: 	Signature: 
Name: Jim Barnhart	Name: Colleen Lively
Title: Deputy CIO	Title: Contract Administrator
Date: 1-21-20	Date: 1/22/2020
Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: 	
Name: Joan Graham	
Title: Executive Director	
Date: 1-23-2020	

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

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

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

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**EXHIBIT A
 Service Level Agreements**

OPERATIONAL: SERVICE LEVEL AGREEMENTS					
SLA No.	Assigned Weight	SLA	SLA Measurement Criteria	Measurement	Target
OP1	20%	Fleet Uptime	Percentage of availability of in-scope devices with 100% functionality during normal working hours	Fleet Uptime% = Minutes Fleet Available / Minutes Fleet Required Measured	97%
OP2	20%	Remote Management Center Availability	Availability to Receive Service Requests via Integrated Service Ticket System, Phone (Toll-Free #) or Online Portal	24 x 7 x 365	100%
OP3	20%	Break/Fix Remote Response	Telephone or email response	Within 4 Business Hours 8AM – 5PM Local Time Excluding National Holidays in Country. Minimum of 20 events required.	98%
OP4	20%	Break/Fix On-site Response	For issues not resolved remotely, on- site response at Customer facility	Next Business Day 8AM – 5PM Local Time Excluding National Holidays in Country. Minimum of 20 events required.	97%
OP5	20%	Supplies Management	No device downtime due to lack of consumable supplies or preventative maintenance parts being delivered to a	24 x 7 x 365	97%

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Customer site

Hardware Technical Support Service

HP Hardware Technical Support Service includes:

- Priority Phone Support
- Afterhours Phone Support (optional)
- Hardware Support

HP Priority Phone Support

HP Priority Phone Support is available business days from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Local coverage hours may vary by time zone.

HP Priority Phone Support includes:

- Call response time within 4 business hours of logging ticket, 8:00 a.m. to 5:00 p.m. local time
- Single dedicated number for end-user or administrator access
- Technical assistance and troubleshooting
- Repair diagnosis and customer engineer dispatch
- Supplies Management Services support
- Event management and follow-up at the same phone number
- Contract questions and referrals

Afterhours Phone Support (Optional)

HP Priority Phone Support covers support during regular office hours. Afterhours Phone Support provides access to support personnel 24 hours per day.

Hardware Support

Hardware Support service options include:

Next Business Day On-Site Response 9x5

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Next Business Day On-Site Response 9x5 will be provided if a service call is placed any business day before 4:00 p.m. local time. A HP representative will arrive on-site to begin hardware repair the next business day after the service request has been logged. Calls placed after 4:00 p.m. will be logged the next business day. This service is not available for all devices. Coverage window is 8:30 a.m. to 5:30 p.m., Monday to Friday excluding local public holidays. HP will dispatch an HP-authorized service technician on-site only if the problem has not been resolved remotely.

4-hour On-Site Response 9x5

Same day 4-hour response will be provided if a service call is placed any business day before 1:00 p.m. local time. A HP representative will arrive on-site to begin hardware repair within four (4) hours after the service request has been logged. Calls placed after 1:00 p.m. will be logged the next business day. This service is not available for all devices. Coverage window is 8:30 a.m. to 5:30 p.m., Monday through Friday excluding local public holidays. HP will dispatch an HP-authorized service technician on-site only if the problem has not been resolved remotely.

Fleet Uptime

HP will use reasonable commercial efforts to provide a Fleet Uptime SLA equal to 97% average as calculated monthly, pursuant to the terms herein. A minimum Uptime SLA Fleet of fifty (50) Devices is required to be installed and deployed as a prerequisite to begin and continue tracking and calculating Fleet Uptime SLA. In addition, there shall be one (1) full calendar year quarter following installation and deployment of the Uptime SLA Fleet, known as a stabilization quarter, before the calculation of Fleet Uptime percentage begins.

HP Fleet Manager

HP Fleet Manager allows Purchasing Entities to view the overall ‘health’ of the fleet as well as drill down to each device to see exact usage patterns, supplies levels and status of any outstanding consumables orders. Fleet Manager identifies under- or over-utilized devices, making performance and usage patterns easily visible. Non-reporting devices are also identified so that appropriate action can be taken.

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EXHIBIT B

Managed Print Services and Maintenance Services Statements of Work Templates

Templates are included on the following pages.

