

AMENDMENT #1 September 17, 2021
Revision to Section 4.1 – Authorized Participating Entities
Revision to Section 5 – Agency Contact

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

NASPO MASTER AGREEMENT
Master Agreement No: MNNVP-133
HP Inc.
(hereinafter “Contractor”)
And
Commonwealth of Kentucky
(hereinafter “Participating State”)
MA 758 2200000075

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.

The original solicitation contains the requirements and definitions establishing the following 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 2 – Laptops and associated accessories, software, and services**. The configuration limits and restrictions for the **NASPO** Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

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 ValuePoint Master Agreement
2. Minnesota WSCA-NASPO ValuePoint 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 the Kentucky Department of Education (KDE) located in the Participating State as the ONLY authorized Participating Entity under this Participating Addendum. The Kentucky Department of Education (KDE) is the ONLY entity that is permitted to use this Addendum. **The Kentucky Department of Education (KDE) will purchase on behalf of KY Non-Public Schools using Emergency Assistance to Non-Public Schools (EANS) Funding. No public school districts or other agencies within or under the KY Department of Education are permitted to use this agreement to include the Area Technology Centers (ATC's).**

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 Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

4.4 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	Debra Lee
Address	442 Swan Blvd., Deerfield, IL 60015
Telephone	847-537-0344 (Cell 847-922-2977)
E-mail	Debra.lee@hp.com

Participating Entity

Name	Susan S. Noland
Address	702 Capitol Avenue, Room 096
Telephone	502-564-5951

E-mail	Susan.Noland@ky.gov
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Agency Contact

Name	Allan Coldiron
Address	300 Sower Boulevard, Frankfort, KY 40601
Telephone	502-564-1979 x 4303 or 502-892-6689
E-mail	Allan.Coldiron@education.ky.gov


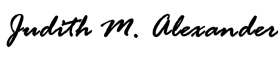
Name	Melissa Moore
Address	300 Sower Boulevard, 4th Floor, Frankfort, KY 40601
Telephone	502-564-2020 x 2438
E-mail	Melissa.Moore@education.ky.gov

6. Partner Utilization: Each 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 will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned NASPO Master Agreement. Participating State acknowledges and agrees that Contractor may provide a list of partners after execution of this Participating Addendum.


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.

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

Participating State: Commonwealth of Kentucky Kentucky Department of Education (KDE)	Contractor: HP Inc.
By:  <small>718A80FF507E451...</small>	By:  <small>DocuSigned by: 879018A743F1400...</small>
Name: karen wirth	Name: Judith M. Alexander
Title: Director	Title: Senior Counsel
Date: 9/20/2021	Date: 9/20/2021

[Additional signatures as required by Participating State]

Participating State: Commonwealth of Kentucky Office of Procurement Services
By:  <small>DocuSigned by: 108D2A328E594E8...</small>
Name: Joan Graham
Title: Executive Director
Date: 9/20/2021