

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Cloud Solutions Services
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT
Master Agreement No: AR2485
Insight Public Sector, Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 2300001081

This Participating Addendum Commonwealth Master Agreement ("PA" or "Participating Addendum") is entered into, by and between the Commonwealth of Kentucky, Commonwealth Office of Technology ("Participating Entity" or "Customer" or "COT") and Insight Public Sector, Inc ("Contractor" or "Vendor").

Scope and Participation:

1. **Scope:** Insight Public Sector, Inc. ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into NASPO Master Agreement #AR2485 with an effective date of September 30, 2016, which together with any and all amendments and/or addenda thereto constitute the "NASPO Master Agreement".

This addendum covers *Cloud Solutions* lead by the State of Utah for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize contracts with the prior approval of the State's Chief Procurement Official. The Commonwealth of Kentucky is including all awarded services in this Participating Addendum

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the NASPO Master Agreement itself.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions, and other entities (including cooperative) authorized by an individual state's statutes to use state contracts in the Commonwealth of Kentucky are subject to the prior approval of the State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreement AR2485 for Cloud Solutions by state executive

branch agencies are subject to the authority and prior approval of the Commonwealth of Kentucky Chief Information Officer, Commonwealth Office of Technology (“COT”). The COT’s Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Brittany Dunaway
Address:	E. Insight Way, Chandler, AZ 85286
Telephone:	480-366-7029
Email:	SLEDContracts@insight.com

PARTICIPATING ENTITY:

Name:	Holly McDonald
Address:	200 Mero St. 5 th Floor, Frankfort, KY 40622
Telephone:	502-564-6523
Email:	Holly.McDonald@ky.gov

Participating Entity Modification and Additions to the NASPO Master Agreement:

5. Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

5.1 Governing Law: This Participating Addendum shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

5.2 Terms: The Participating State is agreeing to the terms of the NASPO Master Agreement No: AR2485 only to the extent the terms are not in conflict with applicable law.

5.3 Authorized Participating Entities: The Commonwealth of Kentucky hereby designates the Commonwealth Office of Technology (COT) as the ONLY Executive Branch State Agency that is permitted to use this PA. If the Contractor provides a quote to, attempts to enter into an agreement with, or accepts an Order from ANY Executive Branch State Agency that has not been granted approval as indicated above, the Participating Entity reserves the right to terminate this PA in its entirety for convenience. Additionally, any contractor cloud

solutions agreement with an agency not authorized to utilize this PA shall be deemed void or voidable ab initio, at the option of the Participating Entity's Chief Procurement Official.

5.4 No Fees for Processing Credit Card Payments: The Contractor shall accept purchasing credits cards as a form of payment without charging any fees for the purchase.

5.5 Consolidated Quarterly Reporting and Administrative Fee: 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 paid yet. 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 percent (1%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid sixty (60) calendar days after the close of the quarter.

Contractor shall submit to Participating Entity a Sales Report documenting all Contractor's net sales made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to Holly McDonald, Commonwealth Buyer, at holly.mcdonald@ky.gov. The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter, and the related administrative fee shall be remitted no later than sixty (60) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name;
- Total of Net Sales; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 31st
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

Payment of Administrative Fee:

The Contractor shall timely remit Administrative Fees via check, including reference to the Commonwealth Master Agreement MA 758 2300001081, and mailed to the address below:

FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
Holly McDonald, KCPM
200 Mero St., 5th Floor
Frankfort, KY 40622

5.6 Compliance with State IT Standards: Any work performed by the Contractor shall comply with relevant requirements of the Participating Entity's Enterprise Architecture and Kentucky Information Technology Standards (KITS). These standards may be found online at: <https://technology.ky.gov/about-the-agency/Pages/kits.aspx>

5.7 Duty to Cooperate Regarding Data Breach Investigations and Notifications: Consistent with the data protection and breach requirements contained in Exhibit I of the Cloud Services Master Agreement, the Contractor shall take appropriate actions to allow the Commonwealth to timely fulfill its data breach investigation and notification requirements under KRS 61.931 to KRS 61.934 for any Participating Entity data possessed, controlled, or accessed by the Contractor.

5.8 Partner Utilization: Each Participating State represented by NASPO ValuePoint participating in this NASPO Master Agreement AR2485 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 PA. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned NASPO Master Agreement and this PA. Participating State acknowledges and agrees that the Contractor may provide a list of partners after execution of this PA.

6. 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.
7. Assignment: Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other.
8. Participating Addendum: This Addendum is effective as of the full execution of this Participating Addendum below.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Commonwealth of Kentucky Commonwealth Office of Technology	Insight Public Sector, Inc.
Signature: 	Signature:  Scott Friedlander (Mar 29, 2023 21:39 EDT)
Name: Jim Barnhart Jim Barnhart	Name: Scott Friedlander
Title: Deputy CIO	Title: President
Date: 3-31-23	Date: 3/29/2023
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: 	
Name: Kathy Robinson	
Title: Executive Director	
Date: 3/31/2023	

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.


NASPO Agreement AR2485 - KY PA - MA 758 2300001081 - Attachment A - Terms and Conditions - ready for signature (002)

Final Audit Report

2023-03-30

Created:	2023-03-29
By:	AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI9sTFG25GB1Kg8FqZ0wo5yIGUuI9JIWr

"NASPO Agreement AR2485 - KY PA - MA 758 2300001081 - Attachment A - Terms and Conditions - ready for signature (002) " History

-  Document created by AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
2023-03-29 - 10:17:52 PM GMT- IP address: 20.125.67.150
-  Document emailed to scott.friedlander@insight.com for signature
2023-03-29 - 10:18:47 PM GMT
-  Email viewed by scott.friedlander@insight.com
2023-03-30 - 1:38:51 AM GMT- IP address: 104.47.58.254
-  Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2023-03-30 - 1:39:12 AM GMT- IP address: 72.83.157.213
-  Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2023-03-30 - 1:39:14 AM GMT - Time Source: server- IP address: 72.83.157.213
-  Agreement completed.
2023-03-30 - 1:39:14 AM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.