



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2200000386

Effective Date: 2/9/22

Record Date: 2/9/22

Expiration Date: 9/15/26

Procurement Folder: 816502

Document Description: NASPO ValuePoint Cloud-IaaS and Value Added

Procurement Type: Special Authority Goods & Svcs

Cited Authority: Intergovernmental Purchases

Version Number: 1

CONTACT INFORMATION

ISSUER:

Susan Noland

502-564-5951

Susan.Noland@ky.gov

VENDOR INFORMATION

Name /Address:

Contact:

KY0035969: NTT DATA INC

MITZI KING

311 West Main St

859-321-3013

Mitzi.king@nttdata.com

Frankfort KY 40601

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	1.00000	EA	\$0.010000	\$0.00			\$0.01

NASPO Cloud Services- IaaS and Value Added

Extended Description:

NASPO Cloud Services - Infrastructure as a Service IaaS and value added

Approved authorized agencies must provide an SPR1 and Quote to the OPS Buyer to be added to the MA.

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NASPO ValuePoint Cooperative
Cloud Solutions 2016-2026
Lead State (Utah)

Terms and Conditions

Please click the link below for additional NASPO ValuePoint contractual information and terms and conditions related to the procurement and award of the contracts.

<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/ntt-data-inc/>

The expiration date of this contract is September 15, 2026.

Note:

The Commonwealth Office of Technology (COT) is the ONLY Executive Branch State Agency that is permitted to use this PA.

See Header of the MA for executed Participating Addendum

All documentation is on file in OPS.

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Cloud Solutions 2016-2026
Administered by the State of Utah (hereinafter "Lead State")**

NASPO MASTER AGREEMENT

Master Agreement No: AR2497

NTT Data, Inc.

(hereinafter "Contractor")

And

Commonwealth of Kentucky

(hereinafter "Participating State" or "Participating Entity")

Commonwealth Master Agreement No: MA 758 2200000386

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum covers *Cloud Solutions* led 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 State contracts with the prior approval of the State's Chief Procurement Official.
 - a. The following products or services are included within scope:
 - Cloud Solution – Infrastructure as a Service (IaaS) and Value Added Services- See NASPO website for all available services and pricing schedule
Portfolio Contractor - NASPO ValuePoint
 - b. NTT Data will provide the Commonwealth with a separate Quote/Statement of Work for each engagement.
 - c. The term of the contract shall begin on the last date of contract execution through September 15, 2022, with annual renewal options not to exceed the final NASPO expiration date of September 15, 2026.
2. **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/Statement of Work 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.

3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Commonwealth of Kentucky. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. 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 Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State 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.
5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	NTT DATA, Inc.
Address:	
Telephone:	859-753-0127
Fax:	
Email:	Will.prible@nttdata.com

Participating Entity

Name:	Commonwealth of Kentucky/Susan S. Noland
Address:	200 Mero Street, 5 th floor, Frankfort, KY 40622
Telephone:	(502) 564-5951
Fax:	
Email:	Susan.Noland@ky.gov

6. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[X_] The following changes are modifying or supplementing the Master Agreement terms and conditions.

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

Commonwealth of Kentucky Laws, Policies and Procedures
Procurement Laws, Regulations, and Policies - Finance and Administration Cabinet (ky.gov)

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

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Consolidated Quarterly 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 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 percent (1%) 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 attention of Susan S. Noland, Office of Procurement Services, 200 Mero Street, 5th floor, Frankfort, KY 40622.

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Compliance with Commonwealth Office of Technology (COT) Policies and Standards.

The Contractor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards. technology.ky.gov

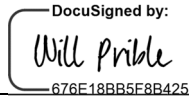
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Duty to Cooperate Regarding Data Breach Investigations and Notifications. Consistent with the data protection and breach requirements contained in Exhibit 1 of the Cloud Services Master Agreement, Contractor shall take appropriate actions to allow 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.

12. Subcontractors: All contactors, dealers, and resellers authorized in the Commonwealth of Kentucky, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support 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 aforementioned Master Agreement.

13. 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. The Commonwealth's Master Agreement Number MA 758 2200000386 and the NASPO Master Agreement Number AR2497 must be included on every Quote/Statement of Work and Invoice under this Participating Addendum.

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

Participating Entity: Commonwealth of Kentucky, Commonwealth Office of Technology (COT)	Contractor: NTT DATA, Inc.
Signature: 	Signature: 
Name: Jim Barnhart	Name: Will Prible
Title: Deputy CIO	Title: Client Executive
Date: 2-8-22	Date: 1/27/2022

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

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY: 
Name: Joan Graham
Title: Executive Director
Date: 2/9/2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@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.*