

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

NASPO MASTER AGREEMENT

Master Agreement No.: 23012

International Business Machines (IBM) Corporation
(hereinafter "Contractor")

And

Commonwealth of Kentucky

Commonwealth Office of Technology (COT)
(hereinafter "Participating State")

Commonwealth Master Agreement#: MA 758 2400000372

This Participating Addendum, Commonwealth Master Agreement ("PA" or "Participating Addendum") is entered into, by and between Commonwealth of Kentucky, Commonwealth Office of Technology ("Participating Entity" or "Customer" or "COT") and International Business Machines Corporation ("Contractor" or "Vendor" or "IBM.").

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Urania Davis
Public Sector Program Manager
Urania.davis1@ibm.com
919-486-6625

Participating Entity's Procurement contact for this Participating Addendum is:

Jenifer Taylor, KCPM
Assistant Director
Jenifer.Taylor@ky.gov
502-564-6522

Participating Entity's COT contact for this Participating Addendum is:

Stephanie R. Williams
COT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

- II. TERM.** This Participating Addendum is effective on the date fully executed by all parties and will terminate upon termination of the NASPO Master Agreement 23012, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. The Commonwealth reserves the right to extend this PA based on NASPO's contract renewals or extensions.

This Participating Addendum shall expire on June 30, 2025, per the NASPO Master Agreement 23012. This PA shall include annual renewal options through the final NASPO expiration date of June 30, 2028.

PARTICIPATION AND USAGE. The Commonwealth Office of Technology (COT) is the ONLY authorized Executive Branch State Agency that is permitted to use this Participating Addendum and will purchase on behalf of the Executive Branch State Agencies. Executive Branch State Agencies must obtain prior approval from the Commonwealth Office of Technology (COT) if they wish to

procure directly from the vendor using this PA. The Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum.

The Commonwealth of Kentucky shall obtain quotes from IBM as well as all authorized resellers/partners that are listed on the PA as secondary vendor(s), unless otherwise approved by the Commonwealth Office of Technology (COT).

Non-Executive Branch State Agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized by the Commonwealth of Kentucky state statutes are authorized to use this PA without the prior approval of COT.

III. GOVERNING LAW. This Participating Addendum shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IV. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the NASPO Master Agreement 23012 and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. The scope of this PA shall include the following awarded band:

- Band 3 – Servers and Storage

See NASPO website for available products and services.

- Participating Entity-specific Pricing

<https://s3-us-west-2.amazonaws.com/naspovaluepoint/1708604460 IBM 23012 ExD.pdf>

- NASPO MASTER AGREEMENT 23012

<https://s3-us-west-2.amazonaws.com/naspovaluepoint/1708604456 IBM 23012 MasterAgreement.pdf>

- IBM NASPO WEBSITE

<https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/ibm-corporation/>

- a. **Services.** All services available through the NASPO Master Agreement 23012 may be offered and sold by Contractor to Purchasing Entities as it relates to the above listed band.
- b. **Equipment Leasing.** All requests for equipment leasing shall be negotiated and approved by the Commonwealth Office of Technology (COT).
- c. **Equipment Trade-in Program.** All requests for equipment trade-ins shall be negotiated and approved by the Commonwealth Office of Technology (COT).
- d. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the NASPO Master Agreement 23012 and in this Participating Addendum.

COT shall approve the addition and removal of all partners. Approved partners will be identified on the PA as secondary vendors. Secondary vendors are permitted to provide quotes directly to authorized users of the PA as well as bill directly to those uses.

Any requests to add or remove partners must be sent via email to the Participating Entity's Procurement contact referenced in this PA.

Partner Name	Point of Contact
See Separate Document	

Any amendment to the NASPO Master Agreement 23012 shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. The Commonwealth cannot procure goods/services included as part of an amendment until such amendment is added to the NASPO website.

Any conflict between this Participating Addendum, Commonwealth Master Agreement and the NASPO Master Agreement 23012 will be resolved in favor of the Participating Addendum.

- V. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Commonwealth Master Agreement Number, MA 758 2400000372 on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the NASPO Master Agreement 23012, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity. Orders that include additional terms and conditions or do not reference the Commonwealth Master Agreement Number, MA 758 2400000372 will not be accepted.

- VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS 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 half percent (.5%) 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 Jenifer Taylor, Commonwealth Buyer, at Jenifer.Taylor@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 or EFT, including reference to this Participating Addendum, Commonwealth Master Agreement MA 758 2400000372, and mailed to the address below:

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

VII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. INFORMATION TECHNOLOGY SECURITY STANDARDS. The Contractor and any subcontractors, dealers, distributors, resellers, and other partners shall be required to adhere to applicable Commonwealth policies and standards. The Commonwealth will specify any such applicable policies or standards in each Order.

[Commonwealth Office of Technology - Home - Commonwealth Office of Technology \(Kentucky\)](#)

IX. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Urania Davis
 Public Sector Program Manager
Urania.davis1@ibm.com
 919-486-6625

For Participating Entity:

Jenifer Taylor, KCPM
 Assistant Director
Jenifer.Taylor@ky.gov
 502-564-6522

 Stephanie R. Williams
 COT Contracting Officer
StephanieR.Williams@ky.gov
 502-234-4898

X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XI. CONTRACTOR'S TERMS AND CONDITIONS

The following terms and conditions apply to Orders pursuant to the Participating Addendum:

<https://www.ibm.com/contracts/sled/naspo-ce-terms-and-conditions>

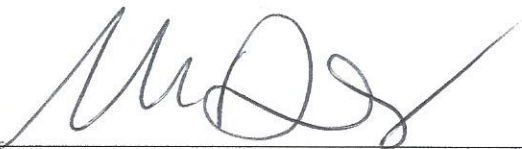
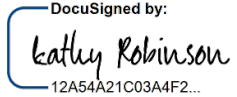
The above-referenced terms are incorporated herein by reference. While the contents of the above-referenced terms are subject to change, the version in effect at the time of execution of the Order shall apply. Material changes to later versions shall not be applicable to the Order unless and until the Purchasing Addendum is formally amended. State regulations or other applicable laws that conflict with a provision contained within the above terms and conditions take precedence over the conflicting term. The above-referenced terms and conditions also apply to Orders purchased through an approved reseller. All resellers (along with any downstream distributors) must be approved in writing by the Commonwealth and Contractor. All resellers and Purchasing Entities must identify this PA number along with the NASPO CE Master Agreement number in the Order. Orders shall contain the Contractor's Statement of Work, Transaction Document, Service Description, and/or Proof of Entitlement that applies to the specific Product and/or Service ordered.

All terms in this Participating Addendum and any associated Orders/EULAs shall be read as applicable only to the extent permitted by Kentucky law and no term in violation of the Kentucky law, inclusive of Kentucky Procurement Law, shall be given effect.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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

Commonwealth of Kentucky Commonwealth Office of Technology (COT)	International Business Machines (IBM) Corporation
Signature: 	Signature: 
Name: Jim Barnhart	Name: Urania Davis
Title: Deputy CIO	Title: Public Sector Program Manager
Date: 5-28-24	Date: May 28, 2024
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: 	
Name: Kathy Robinson	
Title: Executive Director	
Date: 5/28/2024	