



Version Number: 1

Professional Grade Tools and Diagnostic Equipment

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**PARTICIPATING ADDENDUM NUMBER, MA 758 2500000070
FOR
PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT
BETWEEN
THE COMMONWEALTH OF KENTUCKY
AND
HILTI, INC.**

This Participating Addendum is entered into by the Commonwealth of Kentucky (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-SW-818-500, executed by Contractor and the State of Oklahoma for Professional Grade Tools & Diagnostic Equipment (“Master Agreement”):

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is: Participating Entity’s contact for this Participating Addendum is:

Bruce Mitchell
Contract Manager
contractadmin@hilti.com
918-804-5376

Daniel Salvato
daniel.salvato@ky.gov
502-564-5862

II. TERM. This Participating Addendum is effective as July 1, 2024 and will terminate upon Termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oklahoma and Contractor for Professional Grade Tools & Diagnostic Equipment. 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. Issues of interpretation and eligibility for participation by such political subdivisions are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and

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obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **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 Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within thirty (30) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum and shall include the Participating State/Entity's contract number: MA 758 2500000070 and the NASPO Contract number on the Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

- VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing services provided to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all services, which are to become a part of this contract. This report must reference usage by brief description of the services or other format designated by the Office of Procurement Services.

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 the net 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 **1.0%** of the net sales (less any return, credits or adjustments) under this Contract for the period. Fees shall be paid 45 days after the close of the quarter. Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

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VIII. **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.

IX. **INFORMATION TECHNOLOGY STANDARDS.** Not applicable.

X. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
a. Attachment A: Commonwealth of Kentucky Master Agreement Terms and Conditions

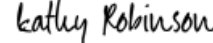
XI. **NOTICE.** Any notice required herein shall be sent to the following:
For Contractor: Bruce Mitchell
Contract Manager
contractadmin@hilti.com
918-804-5376
For Participating Entity: Daniel Salvato
daniel.salvato@ky.gov
502-564-5862

XII. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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.

CONTRACTOR:	PARTICIPATING ENTITY:
DocuSigned by:  008B05B67D7E40C...	DocuSigned by:  12A54A21C03A4F2...
Bruce Mitchell	Kathy Robinson
Contract Manager	Executive Director Office of Procurement Services
Date 7/11/2024	Date 7/11/2024

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ATTACHMENT A

COMMONWEALTH OF KENTUCKY MASTER AGREEMENT TERMS AND CONDITIONS

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.

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.

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Conflict of Interest

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Contract Modification

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No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

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.