PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

NASPO MASTER AGREEMENT
Master Agreement No.: 187822
HP Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")

Commonwealth Master Agreement#: MA 758 2500000093

Attachment A

This Participating Addendum, Commonwealth Master Agreement ("PA" or "Participating Addendum") is entered into, by and between the Commonwealth of Kentucky and HP Inc. ("Contractor", "Vendor" or "HP").

<u>Participating addendum contacts:</u>

Contractor's contact for this Participating Addendum is:

Elizabeth Leach
Contract Sales Manager
Public Sector Contract Management
elizabeth.leach@hp.com

501-849-4740

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

Dianne Lee, KCPM
Statewide Procurement Analyst II
dianne.lee@ky.gov
502-782-0799

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

Stephanie R. Williams,
NIGP-CPP, CPPO, CPPB, MPA
COT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

1. **<u>Scope</u>:**
This Participating Addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government 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.

NASPO Master Agreement https://s3-us-west-2.amazonaws.com/naspovaluepoint/1701723125_91598838_HP%20Master%20Agreement_effective%2008.01.2024.pdf
HP Inc. Portfolio Contractor - NASPO ValuePoint

A. The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software*
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services**
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

* (per the NASPO agreement, Software "May be provided by Contractor to enhance the capabilities of the Devices or may be provided as a standalone option on any owned, leased or rented Device".)
** (per the NASPO agreement, Software Related Services included "Cloud-based scanning" and Industrial Print Solutions")

B. Lease and Rental Agreements:
All requests for equipment leasing and rental shall be negotiated between the authorized agency and the vendor or leasing entity. Each authorized agency must establish its own separate agreement if applicable with the awarded vendor for products and services.

C. Authorized Dealers:
All Contractors and resellers authorized in the Commonwealth of Kentucky are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing 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 NASPO Master Agreement 187822 and this Participating Addendum.

2. **Participation:**
The only authorized users of this Participating Addendum shall be non-Executive Branch state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Commonwealth of Kentucky.

Executive Branch state agencies SHALL NOT use this Participating Addendum unless approved by the Commonwealth Office of Technology (COT). All Executive Branch state agencies are required to use the Commonwealth's Managed Print Services contract (MA 758 1300000391).

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Term:**
This Participating Addendum is effective on the date fully executed by all parties and will terminate upon termination of the NASPO Master Agreement 187822, 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 July 31, 2026, per the NASPO Master Agreement 187822. This PA shall include annual renewal options through the final NASPO expiration date of July 31, 2029.

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

5. **Insurance Requirements:**

*** Proof of all required insurances should be provided prior to award. ***

A Certificate of Insurance (COI) on an ACORD form is preferred.

The awarded vendor(s) shall be responsible for maintaining this coverage through the entire contract term:

Commercial General Liability Insurance:

In accordance with limits of liability of $1,000,000.00 per occurrence, the successful bidder shall furnish a Certificate of Insurance prior to award:

The certificate holder listed as:

Finance and Administration Cabinet, DCM

Office of Procurement Services

200 Mero Street, 5th Floor

Frankfort, Kentucky 40622

Endorsement of Additional Insured

Certificate of Insurance must contain the following language in the Description of Operations box:

"The Commonwealth and its agents as an Additional Insured for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

Kentucky Department of Insurance and AM Best

The insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. A list of authorized companies can be found at https://insurance.ky.gov/ppc/Company/Default.aspx.

The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive.

Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

The Subcontractor must submit and maintain a Certificate of Insurance that meets or exceeds the insurance requirements defined in this contract or the Primary Contractor must submit a Certificate of Insurance identifying coverage on behalf of Subcontractor, with an Additional Insured Endorsement.

OPS reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency. Proof of coverage on an Acord form is preferred. OPS reserves the right to request additional insurance documentation, if needed.

Failure to furnish said certificates or failure to maintain the required coverage throughout the life of the awarded contract shall be grounds for cancellation of the contract.

Automobile Liability Insurance

Automobile Liability Insurance required for delivery. If the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. ***If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.***

Automobile Liability Insurance is also required for all on-site training, services, or events. If the Contractor or Subcontractor is required to drive on any Commonwealth property, Auto Liability Insurance is required.

Automobile Liability Insurance Requirements

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum limit of $1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage. This paragraph does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

Professional Liability Insurance

Professional Liability (Error & Omissions) Insurance. Professional Liability in accordance with a minimum limit of liability of $1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services. The policy shall be endorsed to include a notice of cancellation or non-renewal/ mid-term cancellation as per KRS 304.20-320.

6. **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 Dianne Lee, Commonwealth Buyer, at dianne.lee@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 current FY and HP current quarter (i.e. KYFY25Q#) and mailed to the address below:

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

7. **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.

8. **Information Technology 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 posts changes to COT Standards and Policies on its Commonwealth Office of Technology - Home - Commonwealth Office of Technology (Kentucky) website. Vendors and subcontractors shall ensure their solution(s) shall work in concert with all posted changes. Vendors or subcontractors that cannot comply with changes must, within thirty (30) days of the posted change, request written relief with the justification for such relief. The Commonwealth may: 1) deny the request, 2) approve an exception to the policy/standard, or 3) consider scope changes to the contract to accommodate required changes. Vendors or subcontractors that do not provide the response within the thirty (30) day period shall be required to comply within ninety (90) days of the change.

Commonwealth Office of Technology - Home - Commonwealth Office of Technology (Kentucky)

9. **Orders:**
Purchasing Entities may place orders under this Participating Addendum by referencing the Commonwealth Master Agreement Number, MA 758 2500000093 and the NASPO ValuePoint Master Agreement Number 187822 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 187822, 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 2500000093 and the NASPO ValuePoint Master Agreement Number 187822 will not be accepted.

10. **MPS Statement of Work Template:**
All MPS engagements shall require the Contractor and the Purchasing Entity to complete a detailed statement of work, similar to the format provided in **Attachment 4** (HP MPS SOW Template) of the NASPO ValuePoint Master Agreement, prior to the initiation of any engagement.

11. **Product Installation & Invoicing**:
Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

12. **Showroom Equipment:**
Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:
  a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
  b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
  c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

13. **Remedies:**
The Master Agreement and this Participating Addendum states all remedies for warranty claims to the extent permitted by law, Contractor disclaims all other warranties.

14. **Dispute Resolution:**
A dispute concerning a question of fact arising under a contract between the Participating Entity and the Contractor, if not disposed of by mutual agreement, shall be decided in accordance with KRS 45A.230 and KRS 45A.235. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract.

15. **Notices:**
All notices required under this Agreement will be in writing and sent to (i) the address of the Primary Contact above with copies to HP Inc. Global Legal Affairs, Attn: General Counsel 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.

Any conflict between this Participating Addendum, Commonwealth Master Agreement MA 758 2500000093 and the NASPO Master Agreement 187822 will be resolved in favor of the Participating Addendum.

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)	HP Inc.
Signature: Jim Barnhart	Signature: Fernanda Cazares
Name: Jim Barnhart	Name: Fernanda Cazares
Title: Deputy CIO	Title: Contracts Specialist
Date: 9-5-24	Date: 8/27/2024
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: DocuSigned by: Kathy Robinson 12A54A21C03A4F2...	
Name: Kathy Robinson	
Title: Executive Director	
Date: 9/6/2024	

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@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.]