



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: NASPO Data Storage EMC HW,SW,Services	
Doc ID No: MA 758 160000490 1	Proc Folder: 4099501
Procurement Type: Computer Equipment or Software	Record Date:
Effective Date: 11/03/2015	Expiration Date: 03/31/2017
Issued By: SUSAN NOLAND	Cited Authority: FAP111-08-00-08-MA
Telephone:	

V E N D O R	EMC CORPORATION SIS 6060 DUTCHMANS LN STE 410 Suite 120 LOUISVILLE KY 40205 US
V E N D O R	DMD DATA SYSTEMS INC 208 STEELE STREET FRANKFORT KY 40601 US
V E N D O R	POMEROY IT SOLUTIONS 5 FOUNTAIN PLACE FRANKFORT KY 40601 US
V E N D O R	Software Information Systems, LLC 165 Barr Street Lexinton KY 4050701321 US
V E N D O R	Prosys 523 Wellington Way Lexington KY 40503 US

**V
E
N
D
O
R** CDW GOVERNMENT INC
 230 NORTH MILWAUKEE AVENUE
 VERNON HILLS IL 60061
 US

**V
E
N
D
O
R** Data Strategy LLC
 4020 E Beltline Ave NE, Suite 201
 Grand Rapids MI 49525
 US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	EMC Data Storage HW,SW,Service		0.00		0.00000	0.00	0.00

Extended Description

EMC Data Storage HW,SW,Services

Total Order Amount:	0.00
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**NASPO ValuePoint Cooperative
Computer Equipment Contracts
Lead State (Minnesota)**

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.

<http://www.naspovaluepoint.org/#/contract-details/56/overview/general>

The expiration date of this contract is March 31, 2017.

Note:

Under Kentucky Statutes, political subdivisions including cities of all classes, counties, and school districts may participate in these Master Agreements to the same extent as agencies of the Commonwealth.

FOR USE BY NON EXECUTIVE BRANCH STATE AGENCIES ONLY.

Executive Branch State Agencies (as indicated in the following web link

<http://opendoor.ky.gov/accountability/gengov/Pages/executive.aspx>) **may NOT** utilize this addendum. *The Commonwealth Office of Technology is the ONLY Executive Branch State Agency that is permitted to use this Addendum. Executive Branch State Agencies must contact the Commonwealth Office of Technology (COT).*

See Header of the MA for executed Participating Addendum.

All documentation is on file in OPS.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-109

EMC Corporation

(hereinafter "Contractor")

And

Commonwealth of Kentucky

(hereinafter "Participating State")

MA 758 (600000490
(En))

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: **BAND 5 – STORAGE ONLY** led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state contracts.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the NASPO ValuePoint Master Agreement. The NASPO Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: **BAND 5 – STORAGE ONLY**. The configuration limits and restrictions for the NASPO Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum ("PA").

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized is defined in Section 4 below. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this NASPO Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the NASPO Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided

by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

4.1 **Authorized Participating Entities.** The Commonwealth hereby designates Non-Executive Branch State Agencies and political subdivisions and authorized non-profits located in the Participating State as the ONLY authorized Participating Entities under this Participating Addendum. The Commonwealth Office of Technology (COT) is the ONLY Executive Branch State Agency that is permitted to use this Addendum. If the Contractor enters into an agreement or accepts an Order with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this Addendum for convenience in its entirety pursuant to Section 8 of the Master Service Agreement.

4.2 **Governing Law.** This PA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Kristine French
Address	2999 Douglas Blvd., Suite 275 Roseville, CA95661
Telephone	877-580-4915
Fax	(877) 598-4915
E-mail	NASPO.ValuePoint@emc.com

Participating Entity

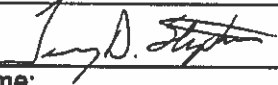

Name	Stephanie R. Williams
Address	702 Capitol Avenue, Room 096
Telephone	(502) 564-8621
Fax	(502) 564-6013
E-mail	Stephanier.williams@ky.gov

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this NASPO Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are listed in Exhibit A and if the Commonwealth approves other partners, EMC shall list them along with those on Exhibit A at EMC's website for this PA <http://www.emc.com/emcwsca/data-storage/index.htm>.

7. Terms. The Participating State/Entity is agreeing to the terms of the NASPO Master Agreement only to the extent the terms are not in conflict with applicable law.

8. 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. Approved partners may directly submit quotes to, fulfill purchase orders, perform authorized services, receive orders and accept payment from COT under this PA.

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: EMC Corporation
By: 	By: 
Name: Terry Stephens	Name: Joseph F. Spaniol III
Title: Executive Director	Title: Vice President Federal & Public Sector Contracts
Date: 10/2/2015	Date: 9/30/15

[Additional signatures as required by Participating State]

Participating State: Commonwealth of Kentucky Office of Procurement Services
By: 
Name: Donald R. Speer
Title: Executive Director
Date: 10/5/15

EXHIBIT A

Commonwealth approves EMC to use the following partners under this PA:

- CDWG,
Data Strategy Inc.,
DMD Data Systems,
Pomeroy,
Prosys, and
Software Information Systems

EMC must obtain the contracting officer's prior written approval before using any other partner and then list such partner on the EMC WSCA ValuePoint web site.