

> v v ^d} _ < oov Œ



Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Phone: 785-296-2376
Fax: 785-296-7240
<https://admin.ks.gov/offices/procurement-contracts>

Adam Proffitt Secretary
Todd Herman, Director

Laura Kelly Governor

CONTRACT AWARD

Date of Award: January 26, 2024
Contract ID: 0000000000000000000055221
Event ID: [NASPO - 23026](#)

Procurement Officer: Marvin Kelly Johnson
Telephone: 785/296-4168
E-Mail Address: kelly.johnson@ks.gov
Web Address: <https://admin.ks.gov/offices/procurement-contracts>

Item: Computer Equipment, Dell
Agency/Business Unit: Statewide
Period of Contract: January 26, 2024 through January 26, 2028

Contractor: Dell Marketing LP

Participating Addendum
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
The State of Kansas
and
Dell Marketing L.P.

This Participating Addendum is entered into by the State of Kansas ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23026, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Dell Marketing L.P. ("Contractor")
One Dell Way
Round Rock, Tx 78682

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Mike Vita
michael_vita@dell.com
737-320-6261

Participating Entity's contact for this Participating Addendum is:

Kelly Johnson
Deputy Director / IT Procurement Manager
kelly.johnson@ks.gov
785-296-4168

II. TERM. This Participating Addendum is effective as of the date of the last signature below 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 may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. 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 obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

a. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. Equipment Leasing. Political subdivisions or educational entities that have the authority may finance the purchases from this Master Agreement via a separately negotiated DFS Master Lease Agreement between DFS and the eligible entity.



PARTICIPATING ADDENDUM NUMBER FOR
COMPUTER EQUIPMENT PERIPHERALS & RELATED SERVICES

Between the State of Kansas and Dell Marketing L.P.

- X. ATTACHMENTS. This Participating Addendum includes the following attachments:
- a) The laws of the State of Kansas shall govern this Participating Addendum.
 - b) State of Kansas Contractual Provisions Attachment, DA-



1.1 Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-



1.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to,

