## CortractAward

Date of Award:	January 20, 2024
Contra¢or:	LenovoGlobal Technology
Contract#:	55223 (Replaces 4402AA)
Value Point Contract ID:	NASP@23014
Procurement Officer:	RobbyMurray
Telephone:	316-978-5185
Item:	Computer Equipment, Peripherals & Related Devices
Period of ff4	

Adam Proffitt, Secretary Todd Herman, Director

Laura Kelly, Governor

### CONTRACT AWARD

Date of Award:	January 26, 2024
Contract ID:	00000000000000000055223
Event ID:	<u>NASPO 23014</u>
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, Lenovo Global 0000522149
Contract Administrator:	Melissa Freeman
<b>E-Mail:</b>	mautrey@lenovo.com
Local Telephone:	919-294-0609
Sales:	Dave Clements, Account Executive
E-Mail:	dclements@lenovo.com
Phone Number:	913-908-5552

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: https://admin.ks.gov/offices/procurement-contracts

### PARTICIPATING ADDENDUM NUMBER FOR COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

#### 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-146a attached and incorporated into this Participating Addendum as Attachment A will have prior precedence over the Order of Precedence for the Master Agreement (23014).

c) Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at: https://admin.ks.gov/offices/chief-flnancial-officer/travel-information-for-state-employees unless otherwise agreed upon with the Purchasing Entity.

d) Business Procurement Card: Agencies may use a Business Procurement Card (Visa) in lieu of a state warrant to pay for its purchases. No additional charges will be allowed for using the card.

g) This contract Is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.

h) A State of Kansas, Tax Clearance Certificate is required to execute this contract.

i) The contractor shall sign and submit a "Policy Regarding Sexual Harassment Acknowledgment form" per Executive Order 18-04. This form is required to execute this contract.

j) The contractor shall sign and submit a "Boycott of Israel certification Form" per HB 2482, 2018 Legislature. This form is required to execute this contract.

k) The contractor acknowledges the assigned State of Kansas contract number is: 0000000000000000000055223.

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

For Contractor: Melissa Freeman mautrey@lenovo.com 919-294-0609 For Participating Entity: Kelly Johnson Deputy Director / IT Procurement Manager Kelly.johnson@ks.gov 785-296-4168

XII. 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.

Signatures on file



# Contractual Provisions Attachment A DA-146a Rev. 07/19

#### 1.1 Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 26<sup>th</sup> day of January 2024.

#### 1.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

#### 1.3. **XansasiL**aw anTc 3.5 0 Td(**T**jade a pa4j.watedITc 3.5 C4.1 1u3.

# Contractual Provisions Attachment A DA-146a Rev. 07/19

#### 1.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

#### 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