

## ContractAward

Date of Award: January 28, 2024

Contractor: Lenovo Inc.

Contract#: 55222(Replaces 402)

Value Point Contract ID: NASP023013

Procurement Officer: RobbyMurray

Telephone: 316-978-5185

Item: Computer Equipment, Peripherals & Related Devices

Period of f f4

## CONTRACT AWARD

**Date of Award:** January 26, 2024  
**Contract ID:** 0000000000000000000055222  
**Event ID:** [NASPO 23013](#)

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

**Item:** Computer Equipment, Lenovo  
**Agency/Business Unit:** Statewide  
**Period of Contract:** January 26, 2024 through June 30, 2025

**Contractor:** LENOVO INC  
PO BOX 643055  
PITTSBURGH, PA 15264-3055

**Vendor ID:** 0000147458

**Contract Administration:** Melissa Freeman  
E-Mail: [mautrey@lenovo.com](mailto:mautrey@lenovo.com)  
Phone Number: 919-294-0609

**Sales:** Joe Kenney, Field Account Executive  
Kansas website: <https://www3.lenovo.com/le/1213805887/us/en/1213521262>  
E-Mail: [jkenney@lenovo.com](mailto:jkenney@lenovo.com)

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 23013, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Lenovo ("Contractor") (United States) Inc.  
8001 Development Drive  
Morrisville, NC 27560

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Melissa Freeman  
mautrey@lenovo.com  
919-294-0609

Participating Entity's contact for this Participating Addendum is:

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

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PARTICIPATING CONTACT 8.1 (ER) 7.S

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

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- 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 upon approval by the State of Kansas. 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. Partners will receive a unique State of Kansas contract number for transactions related to this participating addendum. The State will define the process to add and remove partners and may define the partner's role in their participating addendum.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.**

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the State of Kansas Contract number (55222) or the assign partner's contract number. 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.

**VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

The Contractor shall submit calendar quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual, net invoice sales"), made from this Participating Addendum.

This report should include as a minimum the agency name, quantity, description, and amount. The report will be provided electronically, and a check sent payable to the State of Kansas - Office of Procurement and Contracts for an amount equal to one percent (1.0%) of the total actual sales.

The report is to be sent to: reports@ks.gov. The report and fee shall be submitted by these quarterly dates:

- Quarter #1: July 1st through September 30th, due by November 30th
- Quarter #2: October 1st through December 31st, due by February 28th
- Quarter #3: January 1st through March 31st, due by May 31st
- Quarter #4: April 1st through June 30th, due by August 31<sup>st</sup>

- 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**







**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 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, the implied warranties of merchantability and fitness for a particular purpose.

**1.9. Representative's Authority to Contract**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**1.10. Responsibility For Taxes**

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

**1.11. Insurance**

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fl(anc)-8 ( n)-16 (t)n 008 e"ontract

