Contract Award

Date of Award: January 26th, 2024

Contractor: HP INC.

Contract #: 55218 (Replaces 4039AA)

Value Point Contract ID: NASPO-23011

Procurement Officer: Robby Murray

Telephone: 316-978-5185

Item: Computer Equipment, Peripherals & Related Devices

Period of Contract: January 26th, 2024 through June 30, 2025

Contact Person: Eric Bononcinci

Telephone: 877-235-5513

Email: <u>Eric.Bononcini@hp.com</u>

Banner ID: X10002376

For help with configurations and to make sure you are getting contract terms and pricing, call ITS help desk 978-4357 or email helpdesk@wichita.edu.



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

Adam Proffitt, Secretary Todd Herman, Director Phone: 785-296-2376 Fax: 785-296-7240 https://admin.ks.gov/offices/procurement-contracts

> Laura KT8P.4fi.49 Td(L),1.99 ()T)601-Contract ID: Event ID: Replace Contract:

> Procurement Officer: TeleTe4 Tw -14.2 24.262 -1.

Mi Ncucer:

Web Address: https://ad

Item: Computer Equipment, HP

Agency/Business Unit: Statewide

Period of Contract: January 26, 2024 through June 30, 2025

Contractor: HP INC

1501 PAGE MILL ROAD PALO ALTO, CA 94304-1126

Vendor ID: 0000166787

Contract Administration: Debra Lee

E-mail: debra.lee@hp.com Phone Number: 847-537-0344 Cell Number: 847-922-2977

Inside Sales Eric Bononcinci

Representative: E-Mail: <u>Eric.Bononcini@hp.com</u>

Phone Number: 877-235-5513

Ordering Website: http://www.hp.com/buy/naspovp-pc4 Please click for Kansas

Customer Support: KSSLED@hp.com

Telephone: 888-202-4682, Option 2,2

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

Between the State of Kansas and HP, Inc.

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 (55218) 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.



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 26th 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. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

1.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

1.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is



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

