

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

MASTER AGREEMENT
Master Agreement No: MNWNC-114
Howard Technology Solutions
(hereinafter "Contractor")
And
State of Kansas
(hereinafter "Participating State/Entity")
State of Kansas Contract #: 00000000000000000044975

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1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: The product and service offerings available under the Master Agreement identified as Band 1-Desktop, Band 2-Laptop, Band 3-Tablet, Band 4-Server, Band 5-Storage including related peripherals and services (see Exhibit B, Pricing Schedule of Master Agreement and Exhibit C, Product and Service Schedule) led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the State of Kansas that is authorized by that state's statutes to utilize State of Kansas contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Kansas contracts are subject to the prior approval of the respective State Chief Procurement Official. 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 Master Agreement

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are only those that are expressly accepted by the Lead State and must be in writing and attached to the 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:

The following changes are modifying or supplementing the Master Agreement terms and conditions:

- a. The laws of the State of Kansas shall govern this addendum.
- b. The State of Kansas Contractual Provisions Attachment, DA-146a is attached hereto and incorporated into this Addendum (see Attachment A).
- 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-financial-officer/travel-information-for-state-employees> unless otherwise agreed upon with the Purchasing Entity.
- d. Upon request of the Purchasing Entity, the Contractor shall accept a Business Procurement Card (BPC) or other like instrument in lieu of a warrant for payment under this agreement. No additional charges will be allowed for using the P-Card.
- e. Reports and Administrative Fees:

The Contractor shall submit calendar quarterly reports to the Division of Purchases for all invoiced sales of Cloud Services ("actual, net invoice sales"), made under this Addendum.

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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 half of one percent (0.50%) of the total actual sales. The report and fee shall be submitted 60 days following the end of the calendar quarter to reports@da.ks.gov as follows:

- o Quarter #1: July 1st through September 30th, due by November 30th
 - o Quarter #2: October 1st through December 31st, due by February 28th
 - o Quarter #3: January 1st through March 31st, due by May 31st
 - o Quarter #4: April 1st through June 30th, due by August 31st
- f. This contract is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.
- g. A State of Kansas, Tax Clearance Certificate is required to execute this Addendum.
- h. 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.

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Howard Technology Solutions
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And
State of Kansas
(hereinafter "Participating State/Entity")
State of Kansas Contract #: 000000000000000000044975

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

<u>Contractor</u>	
Name	Julie Schultz
Address	36 Howard Drive, PO Box 1590, Laurel, MS 39441
Telephone	601-399-5633
Fax	601-399-5077
E-mail	jschultz@howard.com (yellis@howard.com)

<u>Participating Entity</u>	
Name	Neal Farron
Address	State of Kansas, Department of Administration, Office of Procurement and Contracts 900 SW Jackson, Rm 451S Topeka, KS 66612
Telephone	785-296-3122 (direct) or 785-296-2376
Fax	785-296-7240
E-mail	Neal.Farron@ks.gov

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this 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.

The Contractor is to obtain from partners information and fees as described in section 4, part e and supply to the State of Kansas.

Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any resellers and agents who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

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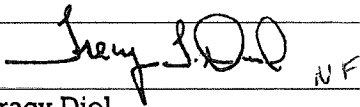
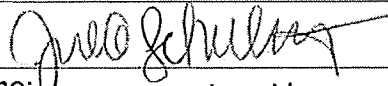
7. Terms: The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Political Subdivisions are responsible for processing Purchase Orders and payments directly with the Contractor.

9. Term: The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

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

Participating State: State of Kansas	Contractor: Howard Technology Solutions
By:  NF	By: 
Name: Tracy Diel	Name: Julie Schultz
Title: Director of Procurements and Contracts	Title: Bids & contracts manager
Date: 7/31/2018	Date: 7/14/18