

**Participating Addendum Number 2024-COMP-002**  
**for**  
**COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**  
**between**  
**State of Alaska**  
**and**  
**Apple Inc.**

This Participating Addendum is entered into by State of Alaska (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 23003, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

Apple Inc. (“Contractor”)  
One Apple Park Way  
Cupertino, CA 95014

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor’s contact for this Participating Addendum is:

Tim Lim  
Senior Contracts Negotiator  
tlim2@apple.com  
(408) 783-7379

Participating Entity’s contact for this Participating Addendum is:

Jennifer Krick  
Contracting Officer  
jennifer.krick@alaska.gov  
(907) 465-5680

**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 covers participation of Participating Entity in the above referenced Master Agreement between the State of Minnesota and Contractor for Computer Equipment, Peripherals & Related Services. Governmental entities eligible to use this PA include Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissioners, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities boroughs, and school districts (collectively the “Purchasing Entities”). Federally Recognized Tribes means native entities within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 43661-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**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.

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications and additions:

The terms in this Participating Addendum apply only to Participating Entity and Purchasing Entities and shall not amend or affect other participating addendums or the Master Agreement itself.

The Master Agreement contains Minnesota statutory requirements applicable only to the Lead State. Such provisions are not applicable to any Participating Entity other than the Lead State.

**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. All services provided will be described in one or more of the following documents:

- “**Services Descriptions**” used to describe any services purchased by an entity;
- Any mutually agreed upon Statement of Work (“SOW”) executed by the Parties.

b. **Reserved.**

c. **Reserved.**

d. **AMENDMENTS AND CONFLICTS.** Any amendment to the Master Agreement shall be deemed incorporated into this 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 Participating Addendum Number on an Order. 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, if applicable.

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

**Administrative Fees:** The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management for the calculated amount equal to 1.5% of the net sales under this PA for the quarterly period.

Contractor must include the **PA Number #2024-COMP-002** on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

**ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Office of Procurement and Property Management  
PO Box 110214  
Juneau, AK 99811-0214**

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

**Reporting:** Excluding all orders at an Apple Retail Store, Apple agrees to provide a quarterly report on net sales of products and services under this Agreement (less any charges for taxes and/or shipping) in accordance with the schedule described below.

Contractor must submit quarterly reports to [doa.dss.vendorreport@alaska.gov](mailto:doa.dss.vendorreport@alaska.gov) and CC the Contracting Officer assigned by the State to manage this Participating Addendum. The Contractor will include the Participating Addendum # 2024-COMP-002 and quarter for which the report is for in the subject line of the email.

The report attached to the email must show the following.

- Data reported must be separated by State of Alaska agencies and political subdivisions of the state. For clarity, data is separated per product invoiced, which includes ordering entity name and address.
- Total Sales amount
- Purchasing Agency Name and address.
- Procurement Document number (Purchase and invoice numbers).

These reports are due forty-five (45) calendar days after the end of the quarter.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul - Sept):	Nov 15
State Fiscal Quarter 2 (Oct - Dec):	Feb 15
State Fiscal Quarter 3 (Jan - Mar):	May 15
State Fiscal Quarter 4 (Apr - Jun):	Aug 15

**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. Contractor will evaluate such requirements and terms on a transactional basis, and may either provide its written acceptance to comply with the requirements and terms set forth therein or respond with its compliance with relevant federal requirements.

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

For Contractor:

Apple, Inc.  
US Contract Operations  
[contracts@apple.com](mailto:contracts@apple.com)  
(408) 783-7379

For Participating Entity:

Jennifer Krick  
Contracting Officer  
[jennifer.krick@alaska.gov](mailto:jennifer.krick@alaska.gov)  
(907) 465-5680

**X. 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](mailto: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.

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR: Apple, Inc.**

**PARTICIPATING ENTITY: State of Alaska**

*Johnny Mendoza*  
\_\_\_\_\_  
Signature

*Jennifer Krick*  
\_\_\_\_\_  
Signature

Johnny Mendoza  
\_\_\_\_\_  
Printed Name

Jennifer Krick  
\_\_\_\_\_  
Printed Name

Project Coordinator  
\_\_\_\_\_  
Title

Contracting Officer  
\_\_\_\_\_  
Title

2/21/2024  
\_\_\_\_\_  
Date

02/23/2024  
\_\_\_\_\_  
Date