

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

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
and
District of Columbia Government
CW38927
(hereinafter "Participating State/Entity" or the "District")

1. **Scope.** This addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, Tablets including Related Peripherals & Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the State's Chief Procurement Official.

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

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2. **Participation.** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives), any issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Order of Precedence.**

- (i) 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 Master Agreement; and
- (ii) Minnesota NASPO Master Agreement (includes negotiated Terms & Conditions).
- (iii) The Solicitation including all Addenda; and
- (iv) 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 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

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the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement.

Section 24 of the Master Agreement (B. Terms and Conditions) is revised to include the "Quick Payment Clause" below. In addition, the second sentence starting with the words "After 45 days the Contractor Vendor may.." and ending with "...on the outstanding balance.", will be deleted.

THE QUICK PAYMENT CLAUSE

(i) Interest Penalties to Contractors

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq

5. Contract Value.

Total compensation to be paid to Contractor pursuant to this Participating Addendum shall not exceed \$900,000 provided that the total aggregate purchase orders received by Contractor do not exceed \$900,000. The District has the sole obligation of monitoring the total aggregate purchase orders.

6. Primary Contacts. The primary contact individuals for this Participating Addendum are as follows:

Contractor

Sales order contact:

- By Phone

Education K12 and HiEd:

1-800-800-2775

1-800-590-0325 (FAX)

State and Local Government:

1-800-793-9378

1-855-438-0486 (FAX)

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- By Email (Submit Purchase Orders Only)
institutionorders@apple.com (Education)
govorders@apple.com (Government)

Lead State contact:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155
Fax: 651-297-3996
E-mail: Susan.Kahle@state.mn.us

Participating Entity

Chris Yi
Contracting Officer
District of Columbia Government
Office of Contracting and Procurement
441 4th Street NW Suite 7005
Washington, DC 20001
Telephone: 202-724-5069
E-mail: Chris.Yi@dc.gov

Azad Yunus
Contract Administrator
Office of the Chief Technology Officer
200 I Street SE
Washington, DC 20003
Telephone: 202-727-8767
E-mail: Azad.Yunus@dc.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

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8. Terms. The Participating Entity is agreeing to the terms of the Master Agreement and this Addendum only to the extent the terms are not in conflict with applicable laws of the state where Participating State/Entity is located.

Parties agree that this Addendum is subject to District of Columbia State laws and any provision of the Addendum that is in direct conflict with any District of Columbia State laws shall be deemed unenforceable.

8.1 Term of the Contract.

The term of this contract shall be from the first day following final executed signatures through September 30, 2016.

8.2 Option to extend the term of the contract.

- (i) The District may extend the term of this contract for a period of four (4) one-year option period, or successive fractions thereof, by mutual consent of the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires and Contractor consents to the extension. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- (ii) If the District exercises this option pursuant to 8.2(i), the extended contract shall be considered to include this option provision.
- (iii) The price for the option period shall be as specified in the contract MNWNC-102.
- (iv) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, as long as the Master Agreement MNWNC-102 is not expired.

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9. Orders. Any Order placed by a Participating Entity for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement

10. Leasing. Participating Entity or Purchasing Entity that have the authority may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement, that agreement is separate from this Addendum and between Contractor and the Participating Entity or Purchasing Entity.

11. Services. The terms of the Master Agreement shall apply each time Participating Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

12. Delivery. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the Purchase Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.

13. Insurance. Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

14. Payment. Provided Participating Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

15. Audit. All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Addendum.

16. Licensing. Contractor's standard licensing terms accompanying any Apple Product shall control the use of the Apple Product.

17. Acceptance Testing. Contractor shall provide certain Apple-branded hardware to a Participating Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>

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16. Accessibility Standards. Contractor's VPATs identify how Apple Products comply with Accessibility Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

17. Nonvisual Access Standards. Contractor's VPATs identify how Apple Products comply with the Nonvisual Access Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.

18. Entire Agreement; Modifications. Neither Contractor nor Participating Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

19. Authorized Changes by the Contracting Officer (CO).

- (i) The Contracting Officer "CO" is the only person authorized to approve changes to this Participating Addendum on behalf of the District.
- (ii) The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer

In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

20. Contracts Administrator (CA).



The Contracts Administrator "CA" is responsible for general administration of the contract and advising the CO regarding Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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- (i) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- (ii) Coordinating site entry for Contractor personnel, if applicable;
- (iii) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- (iv) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- (v) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- (vi) The CA shall NOT have the authority to:
 - a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract

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

Participating State:	Contractor:
By: 	By: 
Name: Chris Yi	Name: Vanessa Boenig
Title: Contracting Officer	Title: Bids & Direct Operations Contracts Manager
Date: 10-22-2015	Date: 10/22/2015
Legal Entity Name: District of Columbia Government	
Headquarter Address: 441 4 th Street NW Suite 700S Washington, DC, 20001	