

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment, Peripherals, and Related Services
Administered by the State of Minnesota (hereinafter “Lead State”)

Master Agreement No: MNWNC-102

Apple Inc.

(hereinafter “Contractor”)

And

The State of Idaho by and Through the State Department of Education
(hereinafter “State”)

PADD 16-0010

1. Scope: This Participating Addendum (PADD) covers the Computer Equipment (Desktops, Laptops and Tablets including related Peripherals and Services) contract issued by the State of Minnesota to Contractor (Master Agreement No. MNWNC-102) for use by State agencies and other entities located in the State, as further described below.

Contractor has been awarded Bands in the following categories:

Band 1: Desktop

Band 2: Laptop

Band 3: Tablet

Ruggedized equipment will be allowed in Bands 1-3.

2. Participation: Use of NASPO ValuePoint (formerly “WSCA” or “WSCA-NASPO”) cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state’s statutes to use state 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.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions in Idaho. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted in Section 3. “Public Agency” means any city or political subdivision of the State, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho. If an Ordering Entity is purchasing under this Participating Addendum, Contractor shall assume it has the right to do so and bears no liability for unauthorized purchasers.

Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement and this PADD, and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities, and will

have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. Term: This PADD will be effective October 1, 2015, or on the first day following final executed signatures, whichever is later, and continue through **March 31, 2017**, unless extended, renewed or terminated earlier.

4. Configuration Dollar Limits: This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

ITEM	CONFIGURATION*
Desktops	\$10,000
Laptops	\$10,000
Tablets	\$5,000
Peripherals	\$5,000
Services	No Limitation

*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. Restrictions: This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, training, and upgrade of the procured hardware in accordance with Section 11. Additionally, each Ordering Entity may purchase Contractor offered peripherals, including third-party peripherals, compatible with the procured hardware. Contractor may extend contract pricing for third party peripherals; however, such peripherals will not be considered mandatory use for State of Idaho agencies. Purchases exclusively for software or printers will not be allowed via this PADD.

6. Services: The terms of the Master Agreement shall apply each time Ordering 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 Ordering Entity;
- (ii) Any mutually agreed upon "Statement of Work" ("SOW") executed by Contractor and the Ordering Entity.

7. Leasing: Ordering Entities 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 Ordering Entity.

8. State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

8.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator.

8.2 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD, to the extent that they are not in conflict with Idaho law. The PADD may be amended in writing from time to time by mutual agreement of the Parties.

8.3 Governing Law: Notwithstanding any provision to the contrary, the State’s PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. Any action to enforce the provisions of this PADD shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

8.4 Administrative Fee and Quarterly Usage Report:

The prices to be paid by the Ordering Entities shall be inclusive of a one percent (1%) Administrative Fee. This additional percentage represents the Ordering Entity’s contract usage administrative fee. On a quarterly basis, Contractor will remit to **State Department of Education**, 650 W. State Street, 2nd Floor, Boise, ID 83702, an amount equal to one percent (1%) of Contractor’s net (sales minus credits) quarterly Contract sales.

Contractor will furnish Quarterly Sales Reports substantially in the format provided under the NASPO Master Agreement. At a minimum, the Quarterly Sales Reports must identify each Idaho Ordering Entity (along with bill to/ship to addresses), date of order, quantity, item description, invoice price.

Contractor will submit such Quarterly Sales Reports as shown below. These reports are due 30 days after the end of the quarter:

Reporting Period	Report Due Date
January - March	April 30
April - June	July 31
July - September	October 31
October - December	January 31

E-mail your completed Quarterly Sales Reports to procurement@sde.idaho.gov with a copy to the Division of Purchasing at purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: 650 W. State Street, 2nd Floor, Boise, ID 83702.

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

Contractor

Name	Ralph Wright
Address	12545 Riata Vista Circle, Austin TX 78727
Telephone	512-415-6199
Fax	
E-mail	ralph.wright@apple.com

State of Idaho

Name	Anthony Pirc
Address	650 W. State Street, 2nd Floor, Boise, ID 83702
Telephone	208-332-6800
Fax	208-334-2228
E-mail	procurement@sde.idaho.gov

10. Partner Utilization: No partners will be utilized by Contractor under this PADD. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.

11. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with the laws of the State of Idaho.

12. Orders: Any Order placed by an Ordering Entity for a Product 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. All orders placed by Ordering Entities within the State must include the Participating State contract number: **PADD 16-0010** as well as the Lead State Master Agreement number: **MNWNC-102**.

13. 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 Order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on Ordering Entity’s order, the Contractor will notify the Ordering Entity in advance so that the Ordering Entity has an opportunity to determine if the additional cost will affect the decision to utilize the Contract.

14. Records Maintenance/Audit Rights: Contractor shall maintain or supervise the maintenance of applicable purchase orders and invoices necessary to properly account for all payments made to Contractor pursuant to the PADD. These records shall be retained by Contractor for three (3) years from the date of invoice Contractor agrees to allow State and State purchasing staff access to applicable purchase orders and invoices directly related to the PADD for audit. Such access will be during normal business hours or by appointment. In the event payments under this Addendum are made from federal funds obtained by the PADD, the Contractor is responsible for compliance with applicable federal requirements imposed on those funds.

15. Order of Precedence:

15.1 The State’s Participating Addendum (“PADD”); the State’s PADD 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;

- 15.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
- 15.3 The Solicitation including all Addendums; and,
- 15.4 Contractor's response to the Solicitation.

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

18. 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.

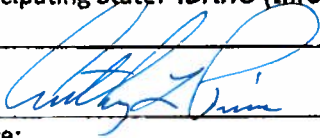
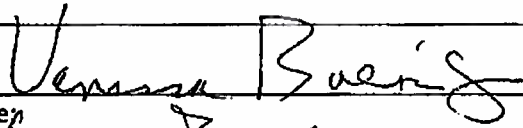
19. Payment. Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, Payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

20. Acceptance Testing: As it applies to Section B, Paragraph 28 of the Master Agreement Terms and Conditions, Contractor shall make available to the Ordering Entity a process by which the Ordering Entity can evaluate and test certain Contractor-branded hardware. Any Acceptance Testing of this type shall be pursuant to the terms and conditions of the Contractor Equipment Loan Agreement, to the extent not in conflict with Idaho law, which will be provided by the Contractor prior to Ordering Entity placing an order where Acceptance Testing would be applicable. Acceptance Testing shall be pursuant to terms and conditions mutually agreed upon by and between the Ordering Entity and Contractor.

21. Entire Agreement: This PADD and the Master Agreement No. MNWNC-102, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. 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 in Section 15, above. Contractor 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. Any different or additional provisions in purchase orders, invoices or similar documents issued by Ordering Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated and agreed to by Contractor and the State. Notwithstanding the foregoing, Contractor's software license and warranty agreements shall control the use of the product.

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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of the last party to sign below.

Participating State: IDAHO (through SDE)	Contractor: APPLE INC.
By: 	By: 
Name: Anthony L. Pirc	Name: VANESSA BOENIG
Title: Chief Procurement Officer	Title: MANAGER, BIDS & CONTRACTS
Date: 10/21/15	Date: 10/21/2015