



**2014-2019**  
**MN NASPO ValuePoint COMPUTER EQUIPMENT**

**(Desktops, Laptops, Tablets, Servers, and Storage  
including Related Peripherals & Services**

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint 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  
State of Alaska  
(hereinafter "Participating State/Entity")  
Participating State Contract Number 2015PC0002

1. **Scope:** This addendum covers the Computer Equipment/Services contract 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 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/entity 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 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:**

**Required Reports:**

Contractor must submit quarterly sales reports which coincide with the Apple fiscal calendar to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, invoice date, invoice price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July through September  
 Second Quarter: October through December  
 Third Quarter: January through March  
 Fourth Quarter: April through June

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

<b>Contractor</b>	
<b>Name</b>	Ralph Wright
<b>Address</b>	11921 Freedom Drive, Ste. 600 MS 188-RE, Reston, VA 20191
<b>Telephone</b>	512-415-6199
<b>Fax</b>	
<b>E-mail</b>	ralph.wright@apple.com

<b>Participating Entity</b>	
<b>Name</b>	Victor Leamer
<b>Address</b>	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
<b>Telephone</b>	907 465-5678
<b>Fax</b>	907 465-2189
<b>E-mail</b>	victor.leamer@alaska.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 Contractors partners' participation will be in accordance with the terms and conditions set forth in the

aforementioned Master Agreement. No partners will be utilized by Contractor under this Addendum. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.

7. **Terms.** The Participating State/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.

Contractor acknowledges that Participating Entity or Purchasing Entity is a political subdivision of the State of Alaska. Parties agree that this Addendum is subject to Alaska State laws and any provision of the Addendum that is in direct conflict with any Alaska State laws shall be deemed unenforceable.

8. **Orders:** Any Order placed by and shipped to a Participating Entity or Purchasing Entity for a Product and/or Service available from Contractor under the 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..

9. **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.

10. **Services.** The terms of the Master Agreement shall apply each time Participating Entity or Purchasing 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.

11. **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 the Participating Entity or Purchasing Entity in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contractor.

12. **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.

13. **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.

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

15. **Licensing.** Contractor's standard licensing terms accompanying any Apple Product

shall control the use of the Apple Product.

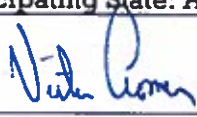
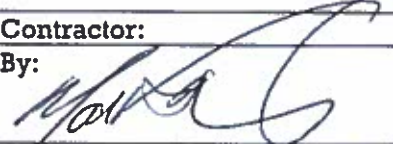
16. Acceptance Testing. Contractor shall provide certain Apple-branded hardware to a Participating Entity or Purchasing Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>

17. 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/>.

18. 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/>.

19. Entire Agreement; Modifications. Neither Contractor nor Participating Entity or Purchasing 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.

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

Participating State: Alaska	Contractor:
By: 	By: 
Name: Victor Leamer	Name: Mark R. Hohlfeld
Title: Contracting Officer	Title: Dir. US Sales Ops
Date: 6/26/15	Date: 06/26/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

[Please email fully executed PDF copy of this document to [PA@NASPO ValuePoint.org](mailto:PA@NASPO ValuePoint.org) to support documentation of participation and posting in appropriate data bases]

