

**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 Arkansas  
Contract No: 4600035722  
(hereinafter "Participating State/Entity")

**1. Scope:**

This addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, Tablets including related Peripherals & Services (Bands 1-3) from contract MNWNC-102 led by the State of Minnesota. It is for use by Arkansas state agencies and other entities located in the State that are authorized by the Arkansas Office of State Procurement to utilize state contracts.

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 Arkansas in this Participating Addendum.

**2. Participation:**

All eligible purchasers within the State of Arkansas are authorized to purchase Products and Services under the terms and conditions of this agreement. State agencies **shall** be those defined by Ark. Code Ann. § 19-11-203(30)(A). Political subdivisions **shall** be those defined by Ark. Code Ann. § 19-11-203(19).

**3. Order of Precedence:**

- A. Arkansas's Participating Addendum (PA); Arkansas'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 Contractor under the Terms of Minnesota NASPO ValuePoint Master Agreement.
- B. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
- C. The Solicitation including all Addendums; and
- D. Contractor'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. 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. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references 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.

**4. Participating State Modifications or Additions to Master Agreement:**

These modifications or additions **shall** apply only to actions and relationships within Arkansas.

- A. Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than pre-loaded software products or operating software shall not be procured by Arkansas or any of its Purchasing Entities.
- B. Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to [OSP.ITContracts@dfa.arkansas.gov](mailto:OSP.ITContracts@dfa.arkansas.gov). Reports **shall** be due on or before the last day of the month following the end of the quarter. The contractor **shall** provide an electronic usage report in Excel format which lists, but is not limited to, the following:
  - 1) Vendor Contract Number
  - 2) State

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- 3) Customer Type
- 4) Bill to Name
- 5) Customer PO Number
- 6) Customer Number
- 7) Order Date
- 8) Product/Service Description
- 9) Discounted Unit Price
- 10) Quantity
- 11) Total Price

- C. An administrative fee of one half (1/2) of one (1) percent of the net sales per quarter shall be collected on behalf of the State of Arkansas and **shall** be submitted by the last day of the month following calendar quarter end, in accordance with the following schedule.

Quarter End	Admin Fee Due
June	July 31
September	October 31
December	January 31
March	April 30

The administrative fee shall be submitted to the following address:

Office of State Procurement  
Attn: Contract Administration Fee  
1509 W 7<sup>th</sup> St, Room 300  
Little Rock, AR 72201

- D. Payment for completion of an order under the Participating Addendum is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one half (1/2) of one (1) percent per month on the outstanding balance. Payments may be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charges. Payments may be made via purchasing card if purchasing card is presented at time of order. Contract vendor **shall** not process the purchasing card for payment until after the product has been shipped.
- E. Payment and shipment records relevant to State of Arkansas transactions **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the invoice date of the transaction under this Participating Addendum provided, however, that such government authorities **shall** provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.
- F. The laws of the State of Arkansas shall govern this Participating Addendum. Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State of Arkansas' right of sovereign immunity.
- G. Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel **must** be approved in advance by the State of Arkansas when reimbursement is being sought. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State of Arkansas.
- H. In the event the State of Arkansas no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State of Arkansas may cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. The State of Arkansas shall be responsible for full payment of any Product ordered and/or Service delivered prior to cancellation.

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**I. INDEMNIFICATION**

Exhibit A, Section C "Minnesota Terms and Conditions", Section 17. Indemnification. Is modified by inserting the following language:

Parties agree and acknowledge that neither this Participating Addendum nor the Master Agreement impose any obligation on the State to request indemnification from the Contractor. In the event the State of Arkansas seeks indemnification from Contractor and Contractor agrees to indemnify the State, such indemnity shall be pursuant to the terms and conditions of the Master Agreement, Exhibit A, Section C "Minnesota Terms and Conditions", Section 17. If indemnification is sought pursuant to the terms of the Master Agreement, Contractor shall keep the Arkansas Attorney General apprised of the status of any settlement negotiations, if applicable. If the State of Arkansas elects to decline the indemnification terms pursuant to the Master Agreement (and thereby relieves Contractor of any indemnity obligations), the terms and conditions of the Indemnity provision of the Master Agreement shall not apply.

**J. Limitation of Liability**

The Parties acknowledge that solely as it pertains to the State of Arkansas' Participating Addendum, the maximum limitation of liability under this Participating Addendum shall not exceed ten million U.S. dollars 10,000,000 in the aggregate.

**K. CONFIDENTIAL INFORMATION shall** only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105). In the event the State or political subdivision are disclosing any documents marked "Confidential" related to Contractor pursuant to the Arkansas Freedom of Information Act, the State or political subdivision shall take reasonable steps to notify Contractor prior to disclosure.

**L. The Contractor shall not** be using subcontractors in conjunction with this Participating Addendum. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.

**M. Leasing shall not** be authorized under this Participating Addendum.

**N. The following configuration limits are based on a single computer configuration:**

<b>Item</b>	<b>Configuration</b>
Server/Storage	\$ 500,000
Desktops/Laptops	\$ 100,000
Tablets	\$ 50,000
Peripherals	\$ 50,000
Services	\$ 10,000

The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the Purchasing Entity
- Services are linked to items the entity has purchased through a current or past transaction

**5. Purchase Order Instructions:**

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum **shall** include the following:

- A. NASPO ValuePoint Contract number **MNWNC-102**
- B. State contract number **SP-16-0019**
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders **shall** be made out to the Contractor

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6. **Orders** Any Order placed by and shipped to the State of Arkansas for a Product and/or Service available from the Contractor under the Master Agreement **shall** be deemed to be a sale under (and governed by the prices and other terms and conditions) of this Participating Addendum and the Master Agreement.
7. **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 an inside delivery fee **must** be charged, and is clearly specified on the Purchasing Entity's order, the Contractor **shall** notify the Purchasing Entity in advance, in order for the Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.
8. **Performance Standards**  
 In accordance with Act 557 of 2015, all state agencies are required to include Performance Standards for the purchase of Services. Performance Standards **shall** be mutually agreed to and signed by both parties.
9. **Individual Customer**  
 Each State of Arkansas agency and political subdivision, as a Participating Entity, that purchases Products/Services **shall** be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision **shall** be responsible to follow the terms and conditions of the Master Agreement; and they **shall** have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.
10. **Primary Contacts:**  
 The primary contact individuals for this Participating Addendum are as follows (or their named successors):

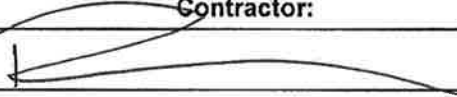
<b>Lead State</b>	Name	Sue Kahle	
	Address	50 Sherburne Ave, Room 112, St Paul, MN 55155	
	Telephone	651-201-2434	
	E-mail	Susan.kahle@state.mn.su	
<b>NASPO ValuePoint</b>	Name	Tim Hay	
	Address	201 East Main St, Suite 1405, Lexington, KY 40607	
	Telephone	503-428-5705	
	E-mail	thay@wsca-naspo.org	
<b>Contractor</b>	Name	Ralph Wright	
	Entity	Education K12 & Higher Education	State & Local Government
	Telephone	1-800-800-2775	1-800-793-9378
	E-mail	institutionorders@apple.com	govorders@apple.com
<b>Participating Entity</b>	Name	Jaime Motley	
	Address	1509 W 7th St 3rd Floor, Little Rock, AR 72201	
	Telephone	501-371-6065	
	E-mail	Jaime.Motley@dfa.arkansas.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 Participating Addendum.

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 State of Arkansas  
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This Participating Addendum and the Master Agreement number MNWNC-102 (administered by the State of Minnesota) 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions shall be hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State. Except as otherwise provided in this Participating Addendum, no modification to this Participating Addendum will be binding unless in writing and signed by an authorized representative of each party.

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

State of Arkansas:	Contractor:
By: <i>Randy Wright</i>	By: 
Name: <i>Randy Wright</i>	Name: <i>Rebecca Whitaker</i>
Title: <i>Asst. Admin.</i>	Title: <i>Manager, US Contract Operations</i>
Date: <i>11/23/15</i>	Date: <i>11/23/15</i>