

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

NASPO MASTER AGREEMENT
Master Agreement No.: 23003
Apple Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
Commonwealth Office of Technology (COT)
(hereinafter "Participating Entity")
Commonwealth Master Agreement #: MA 758 2400000209

This Participating Addendum, ("PA" or "Commonwealth Master Agreement") is entered into, by and between Commonwealth of Kentucky, Commonwealth Office of Technology ("Participating Entity", "Customer", or "COT") and Apple, Inc. ("Contractor" or "Vendor").

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Tim Lim
TimLim2@apple.com
(973) 960-5187

Participating Entity's contact for this Participating Addendum is:

Jenifer Taylor, KCPM
Assistant Director
Jenifer.Taylor@ky.gov
502-564-652

Participating Entity's COT contact for this Participating Addendum is:

Stephanie R. Williams NIGP-CPP, CPPO,
CPPB, MPA
COT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

II. TERM. This Participating Addendum is effective February 01, 2024 and will terminate upon termination of the NASPO Master Agreement 23003, as amended, unless this Participating Addendum is terminated sooner in accordance with the terms set forth herein. The Commonwealth reserves the right to extend this PA based on NASPO's contract renewals or extensions. This Participating Addendum shall expire on June 30, 2025 per the NASPO Master Agreement 23003.

III. PARTICIPATION AND USAGE. All State Agencies to include Executive Branch State Agencies, non-Executive Branch State Agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized by the Commonwealth of Kentucky state statutes are authorized to use this PA.

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, the laws of the Commonwealth of Kentucky.

All terms in this Participating Addendum shall be read as applicable only to the extent permitted by Kentucky law and no term in direct conflict with any applicable Kentucky law, shall be given effect.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the NASPO Master Agreement 23003 and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. For the avoidance of doubt, the NASPO 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. The scope of this PA shall include the following awarded band(s):

- **Band 2** – Personal Computer Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets (excluding Desktop)

See NASPO website for available products, services and pricing. The Apple links below are subject to change at Apple's discretion without notice.

- Participating Entity-specific Pricing
https://s3-us-west-2.amazonaws.com/naspovaluepoint/1687812718_Apple_ExD.pdf
- NASPO MASTER AGREEMENT 23003
https://s3-us-west-2.amazonaws.com/naspovaluepoint/1687812667_Apple_23003_MasterAgreement.pdf
- Apple NASPO WEBSITE
[Portfolio Contractor - NASPO ValuePoint](#)
- a. **Services.** All services available through the NASPO Master Agreement 23003 may be offered and sold by Contractor to Purchasing Entities as it relates to the above listed band(s).
- b. **Equipment Leasing.** Leasing is not contemplated by this Participating Addendum. If financing is through a lease agreement, that agreement is separate from this PA and between Contractor and the Purchasing Entity.
- c. **Equipment Trade-in Program.** All requests for equipment trade-ins shall be negotiated and approved by the Commonwealth Office of Technology (COT) and the Contractor.
- d. **Contractor Partners. Apple will not use resellers in this PA.**

VI. AMENDMENTS AND CONFLICTS. Any amendment to the NASPO Master Agreement 23003 shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. The Commonwealth cannot procure goods/services that are not included as part of the Contractor's NASPO Master Agreement.

Any conflict between this Participating Addendum, and the NASPO Master Agreement 23003 will be resolved in favor of this Participating Addendum.

VII. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Commonwealth Master Agreement Number, MA 758 2400000209 on the Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the NASPO Master Agreement 23003, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity. Quotes that include additional terms and conditions or do not reference the Commonwealth Master Agreement Number, MA 758 2400000209 will not be accepted.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

Excluding all orders at an Apple Retail Store, Apple agrees to remit an administrative fee payable to FINANCE AND ADMINISTRATION CABINET **Office of Procurement Services** for an amount equal to one half percent (0.5 %) of the net invoiced sales of products and services under this Agreement (less any applicable charges for taxes or shipping). No taxes will be charged for sales of products or services to entities which are exempt from taxation under applicable state or federal law. The Participating Entity, or any applicable Purchasing Entity, will provide to Apple with a tax exemption certificate upon request.

Contractor shall submit to Participating Entity a Sales Report documenting all Contractor's net sales made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to Jenifer Taylor, Commonwealth Buyer, at Jenifer.Taylor@ky.gov. The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter, and the related administrative fee shall be remitted no later than sixty (60) calendar days after the end of each calendar quarter. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name;
- Total of Net Sales; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

Payment of Administrative Fee:

The Contractor shall timely remit Administrative Fees via check or EFT, including reference to this Participating Addendum, Commonwealth Master Agreement MA 758 2400000209, and mailed to the address below:

FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
Jenifer Taylor, KCPM
200 Mero St., 5th Floor Frankfort, KY 40622

IX. FEDERAL FUNDING REQUIREMENTS. Purchasing Entities may provide with their Purchase Orders alternative or additional requirements or terms required to comply with the funding source being used by the Purchasing Entity, including requirements and terms related to the use of federal funds. If providing these additional requirements, a Purchasing entity will clearly identify such alternative or additional requirements and terms in the Order or purchasing documentation. 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.

X. All devices ordered under the Executive Branch will be entered by Participating Entity under the Commonwealth's Apple Business Manager.

Apple customer number: 633810

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

For Contractor:

Tim Lim
TimLim2@apple.com
(973) 960-5187

For Participating Entity:

Jenifer Taylor, KCPM
Assistant Director
Jenifer.Taylor@ky.gov
502-564-6522

Stephanie R. Williams NIGP-CPP, CPPO,
CPPB, MPA
COT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

XI. 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. 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.

Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Apple, Inc.
Signature: 	Signature: 
Name: Jim Barnhart	Name: Johnny Mendoza
Title: Deputy CIO	Title: Project Coordinator
Date: 2-1-24	Date: 2/1/2024
Commonwealth of Kentucky Office of Procurement Services (OPS)	
Signature: 	
Name: Kathy Robinson	
Title: Executive Director	
Date: 2/1/2024	