

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM (“Addendum”)**



**Computer Equipment, Peripherals & Related Services (2023-2028)
Administered by the State of Minnesota (“Lead State”)**

MASTER AGREEMENT NO. 23003

Apple Inc. (“Contractor”)

And

The State of Louisiana (“Participating State”)
Participating State Contract Number: 4400028673

The following products or services are included under this Participating Addendum and State Contract Number 4400028673:

- Band 2, Personal Computer Devices – Non-Windows Operating Systems: Desktop, Laptops, and Tablets

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400028673:

- Professional Services, as defined in La. R.S. 39:1556(42)
- Consulting Services, as defined in La. R.S. 39:1556(10)
- Equipment Leasing*
- Rentals
- Trade-In Program
- Takeback Program
- Alternative Financing Methods*

***Note:** Any lease or finance agreement shall be subject to a separate Apple Master Lease Purchase Agreement.

1. Scope

This Participating Addendum covers the Computer Equipment, Peripherals & Related Services contracts led by the State of Minnesota along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

For the avoidance of doubt, the 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.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Louisiana’s statutes to use state contracts are subject to the prior approval of the State of Louisiana’s Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State’s program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400028673 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana and will terminate upon termination of the Master Agreement, as amended, unless this Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400028673 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. Modifications and/or Additions to the Master Agreement

A. Configuration Dollar Limits:

The following configuration limits will apply to this Participating Addendum and State Contract Number 4400028673.

- Desktop per unit/configuration costs should not exceed \$100,000 each
- Peripherals per unit cost should not exceed \$50,000 each

For the purpose of this Participating Addendum and State Contract Number 4400028673, "Configuration" is defined as "a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work."

For the avoidance of doubt, Purchasing Entities will have the sole obligation of monitoring these Configuration Dollar Limits for its purchases.

B. Services:

All Services available through this Participating Addendum and State Contract Number 4400028673 may be offered and sold by the Contractor to Purchasing Entities. All Services provided will be described in one or more of the following documents:

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

C. Installation:

Installation is to be used only at the time of the purchase of the component(s) from State Contract Number 4400028673.

D. Administrative Fee or Rebate:

Excluding all orders at an Apple Retail Store, the Contractor agrees to remit an administrative fee payable by check to the Louisiana DOA-Office of State Procurement (OSP) for an amount equal to one percent of the net invoiced sales of products and services under this Participating Addendum and State Contract Number 4400028673 (less any charges for taxes or shipping) greater than two million five hundred thousand dollars (\$2,500,000) during the Contractor fiscal quarter. For the avoidance of doubt, the quarterly administrative fee will be calculated as follows: 0.01 times [net quarterly sales less 2,500,000]. The Contractor shall indicate State Contract Number 4400028673 on the remittance and include the remittance check with the quarterly sales report in accordance with the schedule included in the Usage Reports section.

The payment of fees is to be sent through U.S. Mail or Courier Delivery to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802.

E. Usage Reports:

Excluding all orders at an Apple Retail Store, the Contractor agrees to provide a quarterly report on net sales of products and services under this Participating Addendum and State Contract Number 4400028673 (less any charges for taxes and/or shipping) to the State Procurement Analyst (SPA) for State Contract Number 4400028673 in accordance with the following schedule:

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

Contractor shall indicate State Contract Number 4400028673 on the quarterly sales report. Reports will be submitted via email to the SPA.

F. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

G. Amendments:

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the State in writing to the Contractor within 20 calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

H. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400028673 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

I. Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673; this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 shall

terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

J. Governing Law:

This Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

K. Taxes:

Any applicable taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be calculated and collected on the Contractor's invoices. Participating Entity or Purchasing Entity will provide proof of tax-exempt status that must be on file at the Contractor's Support Center for any order to be treated as a tax-exempt transaction.

L. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment shall be via EFT payments sent directly from the State's bank directly to the payee's bank.

M. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

N. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

O. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673. The Contractor agrees to notify the State of Louisiana if the Contractor becomes aware of violations of the Code of Governmental Ethics related to the performance of services called for in this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 at any time during the term of this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673.

P. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor purchase orders and invoices directly pertaining to this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 for a period of five (5) years from the date of final payment made under this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 or as required by applicable State and Federal Law. Records shall be made available by the Contractor in a mutually agreed manner during normal working hours for this purpose.

Q. Record Retention:

The Contractor shall maintain all purchase orders and invoices in relation to this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673 for a period of at least five (5) years after final payment.

R. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their Company's officers or executive directors are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Participating Addendum and State Contract Number 4400028673 and debarment from future contracts.

S. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

T. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

U. Insurance Requirements:

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400028673, or any order issued pursuant to State Contract Number 4400028673. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400028673 or any order issued pursuant to State Contract Number 4400028673.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400028673 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400028673.

7. Primary Contacts

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

Contractor

Name	Tim Lim
Address	One Apple Park Way, Mail Stop 39-3MAL Cupertino, CA 95014
Telephone	408-783-7379
E-mail	Tlim2@apple.com

Participating State

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3 rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

8. Signature Authority

Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

9. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this

Participating Addendum and/or State Contract Number 4400028673 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

10. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: Apple Inc.
Signature:  Deputy Director	Signature: 
Name: Tom Ketterer	Name: Johnny Mendoza
Title: Director of State Procurement	Title: Project Coordinator
Date: 01/24/2024	Date: 1/24/2024