

**NASPO Value Point Computer Equipment,
Peripherals & Related Services**

**State of Arizona
State Procurement Office**
1802 W Jackson St., #100
Phoenix, AZ 85007

Participating Addendum

Contract No. CTR068608

Contractor: Apple Inc.

In accordance with A.R.S. §41-2632, AAC R2-7-1002, Cooperative Purchasing, the following document shall relay all additional requirements for the State of Arizona in its use and participation in the NASPO Value Point contract for Computer Hardware Equipment, Peripherals & Related Services (the "Master Contract"), as awarded by the State of Minnesota, Lead State, for this competitively procured contract.

Contractors are strongly encouraged to read this document in its entirety. All requirements stated within this document are allowable under any respective Master Contract, and shall be viewed as such. Any attempt to modify or change this document without consent from the State of Arizona shall result in the nullification of this contract.

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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

07-284621-R

Federal Employer Identification No.:

942404110

E-mail: contracts@apple.com

Phone: 408-996-1010

Fax: 866-784-4003


Signature of Person Authorized to Sign Offer

Apple Inc.

Company Name

One Apple Park Way, Cupertino, California 95014

Address

Cupertino

CA

95014

City

State

Zip

Johnny Mendoza

Printed Name

Project Coordinator

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246. State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The offer is Hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract (as defined below) shall henceforth be referred to as Contract No.

CTR068608

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this 22nd day of October, 2024



Procurement Officer.

1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State), as well as authorized Cooperative Members, have an ongoing requirement for the products and services as described herein. This NASPO Value Point Participating Addendum ("PA") is developed by and for the State of Arizona. This PA is based on the award of a competitively solicited procurement, performed in concert with NASPO Value Point and the State of Minnesota.

2. Background

In 2023, the State of Minnesota completed awarding competitively solicited offers from national and regional Contractors for the provision of computer hardware and associated services. Specifically, the categories of equipment include three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. Per the procedure outlined on the NASPO Value Point website and other materials, an interested participating state, must develop a Participating Addendum (PA) with the Contractors of their choosing.

The PA must adhere to the requirements of the Master Contract as awarded and negotiated by the State of Minnesota. However, each individual PA may stipulate specific requirements, such as terms and conditions and other contract features are mandated or desired by each participating State.

3. State of Arizona Requirements

The State of Arizona shall engage various Contractors through the PA process and award. For this particular PA, the Contractor shall be: **Apple** Inc. As per award, the Contractor shall provide the following equipment as specified in the Master Contract (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) The Contractor is awarded the following Band(s): Band 2, Personal Computer Devices – Non-Windows Operating Systems

For clarity, the definitions as used in the Master Contract shall be used, but have been modified for this PA. The definitions are as follows:

Desktop - A personal computer intended for regular use at a single location. Typically comes in several units connected together during installation: (1) processor, (2) display monitor, (3) input devices, i.e., keyboard and mouse. **Desktop virtualization endpoints such as zero and thin clients shall also be included if available from this Contractor.**

Laptop - Is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. This Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under this Band.

Peripherals - A peripheral means any hardware product that can be attached to or added within or networked with computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. **Peripherals are defined as including accessories.** Peripherals may be manufactured by a third party, however, If Contractor is notified that a proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer in order to offer such Peripherals under this PA.

Accessory - Accessories do not extend the functionality of the computer, but enhances the user experience i.e. mouse pad, monitor stand. **For the purposes of this proposal accessories are considered peripherals.**

Tablet - A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. **Tablet band shall include notebooks, ultrabooks, and netbooks that are touchscreen capable.**

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Services - Broadly classed as installation/de-installation, maintenance support, *minimal operation training*, migration, and optimization of products offered or supplied. These types of services shall include the following:

- A. Warranty Services;
- B. Equipment Maintenance;
- C. Installation, and De-installation;
- D. Factory Integration (software or equipment components);
- E. Asset Management;
- F. Pre-Implementation Design;
- G. Disaster Recovery Planning and Support; and
- H. Equipment Operation Training

4. Participation Addendum Restrictions. Please refer to Section 5 (Restrictions) in the Master Contract.

5. Product Use Licensing. Contractor's standard licensing terms accompanying any Apple Product shall control the use of the Apple Product.

6. Leasing and Rental Options

Leasing and rental options are allowable for the acquisition of the awarded equipment, if the Contractor provides this option. A Master Lease or Master Rental Agreement will not be negotiated by the State unless the State is the Ordering Entity. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any leasing or rental documents. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. The following shall apply to all State agencies, boards and commissions. All cooperative members shall seek guidance from their internal Finance Department for applicability:

- A. Capital and operating lease agreements, as well as straight rental agreements, between the Contractor and any Eligible Agency or Ordering Entity are allowable under this Contract.
 - 1. Capital leases are those agreements which transfer title or ownership of the leased property at the end of the lease or contain a provision for a bargain purchase option; and
 - 2. Operating leases are those agreements where agencies do not obtain title to or ownership of, only the temporary possession and use of, the leased property.
- C. Any State entity entering into a lease agreement as allowed herein shall follow the policies outlined in the State of Arizona Accounting Manual. Any questions as to the State's policy should be directed to the ADOA General Accounting Office. Inquiries can be sent via email to gaopolicy@azdoa.gov.
- D. To ensure compliance with Article 9, Section 5 of the State of Arizona Constitution installment purchase agreements, or those agreements where title to the property is transferred to the lessee at the inception of the agreement, shall be prohibited under this Contract. For the avoidance of doubt, nothing in this Section shall prohibit capital leases under this Contract.

7. Configuration Limits

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

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ITEM	CONFIGURATION
Band One	\$15,000
Band Two	\$15,000
Band Three	\$1,000,000
Peripherals	\$10,000
Service	Addressed separately

8. Reporting

The Contractor shall provide sales reports as outlined in the Master Contract. More importantly for this PA, is Contractor's compliance to Item 8, Administrative Fee and Usage Reports as stated in the Special Terms and Conditions of this document.

9. EPEAT. Please refer to Exhibit C, Section 5 (EPEAT Registration or other US EPA Recommended Specification, Standard, or Ecolabel under the Environmentally Preferable Purchasing (EPP) Program) in the Master Contract.

10. Utilization of Partners. Please refer to Exhibit A, section 10 (Contractor Verification) of the Master Contract.

11. Current Product and Pricing Schedules

The Contractor is responsible to ensure that any changes made to the Product and Pricing Schedules are current and are accurate for all NASPO participants, including the lead state.

12. Reserved

13. Ordering Instruments

Any order for equipment, or services, shall be placed with the Contractor by either a valid purchase order or a government/commercially sponsored procurement card (P Card), at time of order.

Regarding additional fees for credit card payments, please refer to section 23 of the Master Contract.

14. 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/accqessibility/resources/>

15. 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/accqessibility/resources/>

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1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract for the products as listed herein.

2. Term of Contract

The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect unless terminated, cancelled, or extended as otherwise provided herein. The initial term shall expire on June 30, 2025, in order to coincide with the NASPO ValuePoint Master Contract, with the option to extend it by all parties through a duly executed amendment, with a maximum aggregate including all extensions not to exceed five (5) years, unless the Master Contract is terminated or expired.

3. Reserved.

4. Master Contract and Participating Addendum Order of Precedence

As stated in the Participating Addendum of record, as posted on the NASPO Value Point website, the contract order of precedence for this PA is as follows:

- 4.1 State of Arizona Participating Addendum;
- 4.2 Minnesota NASPO ValuePoint Master Agreement; and
- 4.3 Purchase Order.

5. Non-Exclusive Contract

This Contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.

6. Eligible Agencies

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion provided that such eligible members are education institutions or state and local government entities. In order to participate in this Contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts.

7. Estimated Quantities

The State anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

8. Administrative Fee and Usage Reports

Effective January 1, 2024, the State of Arizona modified its Cooperative Procurement Administrative Fee Policy, implementing the change in two parts. Starting on January 1st, 2024, the Administrative Fee increased from One percent (1%) to One and a half percent (1.5%). On January 1st, 2025, the Administrative Fee will increase from One and a half percent (1.5%) to Two percent (2%). After January 1st, 2025, the Administrative Fee going forward will be

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Two Percent (2%). Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

<https://spo.az.gov/suppliers/usage-reporting>.

If a lower administrative fee percentage is assessed by the State of Arizona against any other contractor, (i) the State will immediately notify Contractor of the lower administrative fee, and (ii) the administrative fee in this Contract shall be adjusted to match the lower administrative fee.

Method of Assessment. At the completion of each quarter, the Contractor reviews all sales under their Contract in preparation for submission of their Usage Report. The Contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative ("Co-Op Buyers") and assesses one and a half percent (1.5%) of this amount in their Usage Report. The Contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the Contractor submits their Usage Report and if applicable, a check in the amount of one and a half percent (1.5%) of their net invoice sales (less any charges for taxes, shipping, or returns) from eligible purchasers. Contractor agrees to provide the State its standard usage report, which will contain the following data:

- Sold-to Customer Name
- Apple Customer Number
- Purchase Order Number
- Apple Sales Order Number
- Order Entry Date
- Invoice Number
- Invoice Date
- Quantity
- Unit Price
- Total Price
- Apple Part Number
- Material Description
- Ship-to Name
- Ship-to Address (city, street, state, zip)

The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY 02, October through December	Due January 31
FY 03, January through March	Due by April 30
FY 04, April through June	Due by July 31

Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: coop@azdoa.gov.

Administrative Fees shall be made out to the "State Procurement Office" and paid online or mailed to:

**Department of Administration State
Procurement Office
ATTN: "Statewide Contracts Administrative Fee"
1802 W. Jackson St., #100
Phoenix, AZ 85007**

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers

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and State Purchasing Cooperative customers.

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract. Contractor shall always be afforded proper advanced notice and ability to cure.

9. Licenses

The Contractor has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization and has been duly qualified to transact business and is in good standing under the laws of the State of Arizona.

10. Authorization to Purchase

Authorization for the purchase of equipment or services shall be made only upon the issuance of a Purchase Order or a government/commercial procurement card/credit card. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform up to the amount on the Purchase Order or the accepted quotation document. The State shall not have any legal obligation to pay for goods or services in excess of the amount indicated on the Purchase Order or accepted quotation document. No further obligation for payment shall exist unless:

- 10.1 The Purchase Order is changed or modified with an official Change Order that is accepted by Contractor, and/or
- 10.2 An additional Purchase Order is issued for the purchase of good and services under this Contract.

11. Invoicing

All billing notices or invoices shall be sent to the agency whose address appears on the contract release order/purchase order as the 'bill to address', or to the email shared by the State for billing purposes. Such invoice should contain, at a minimum, the information listed below.

- 11.1 The purchase order number;
- 11.2 Name of the contractor;
- 11.3 Contractor's representative to contact concerning billing questions.
- 11.4 Contractual payment terms and invoice date;
- 11.5 Applicable taxes; and
- 11.6 Description of work products delivered.

12. Compliance with Applicable Laws

The Materials supplied under this Contract shall comply with all applicable Federal and state laws, and the Contractor shall maintain all applicable licenses and permit requirements. Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession.

Regarding services standards, please refer to Section 10, Exhibit A of the Master Contract.

13. Price Adjustment. Please refer to Exhibit A, Paragraph 13 (Price and Rate Guarantee Period) in the Contract.

14. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name

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prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor shall complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State shall indicate consent on the form. A written Contract Amendment shall be signed by both parties and a new W-9 form shall be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

15. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action may result in the contract cancellation, in accordance with section 10.5 of the Uniform Terms and Conditions of this PA.

16. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

17. First Party Limitation of Liability. Please refer to Exhibit A, Paragraph 35 (Limitation of Liability) in Master Contract.

18. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges the Contractor shall maintain strict adherence to all policies, standards, and procedures.

For the avoidance of doubt, Parties agree that site access is not contemplated under this PA.

19. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

20. Insurance Portability and Accountability Act of 1996

Customer shall not use the Materials or any component or function thereof: (i) in any way that would involve Contractor creating, receiving, maintaining or transmitting protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Contractor or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Participating Entity, neither any Purchasing Entity or any third party. For the avoidance of doubt, the parties agree that nothing in this Section shall prohibit the Participating Entity or the Purchasing Entities from using Materials; provided, however, that such entities ensures that any such use of Materials does not involve Contractor creating, receiving, maintaining or transmitting protected health information. Participating Entity and the Purchasing Entities agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Participating Entity or the Purchasing Entities' breach of this Section and to reimburse

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Contractor for any losses incurred by it relating to those reporting obligations.

21. **Indemnification.** Please refer to Exhibit A, Paragraph 34 (Indemnification) in the Master Contract.
22. **Intellectual Property Indemnification.** Please refer to Exhibit A, Paragraph 34 (Indemnification) in Master Contract.
23. **Insurance.** Please refer to Exhibit A, Paragraph 28 (Insurance) in the Master Contract.
24. **Requirements for A.R.S. § 41-4401, Government Procurement: e-Verify Requirement**

The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to termination of the Contract.

25. **Primary Contacts.** The primary contact individuals for this Participating Addendum are as follows:

Contractor

Sales Contact Information:

Education K12 and HiEd:

Phone for general sales questions: 1-800-800-2775

Email for order inquiries and quotes: EducationSupport@apple.com

State and Local Government:

Email for general sales questions: statelocalsales@apple.com

Email for order inquiries: governmentsso@apple.com

Email for quotes: agovquotes@apple.com

Contractor Contact (for questions concerning contractual matters):

Contact: Tim Lim, Contract Manager
Address: Apple Inc.
One Apple Park Way, MS 39-3MAL
Cupertino, CA 95014
Phone: 408-783-7379
Email: tlim2@apple.com OR contracts@apple.com

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 Contract.

26. Reserved.

27. **Protection of State Cybersecurity Interests.** The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
28. **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offerer to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Master Contract, the PA and any Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer and Contractor that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* has the meaning provided to such term on Section 3 of the Scope of Work section of this PA.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. Arizona state law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.AC.) Title 2, Chapter 7.

Terms. The Participating Entity or Purchasing Entity is agreeing to the terms of the Master Agreement and this Addendum only to the extent the terms are not in conflict with Arizona state law.

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

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract up to the effective date of this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. Please refer to Section 4 of the Special Terms and Conditions section of this PA.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their

agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Pursuant to NASPO ValuePoint Master Agreement # 23003, Exhibit B, Section 7, State Audits, and under A.R.S. § 35-214 and § 35-215, the books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to this Contract or transaction are subject to examination by the State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction. The State reserves the right to delegate an agent duly authorized by the State to conduct the examination under this section.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations related to non-discrimination, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and only five (5) years from the invoice date of the transaction under this Contract, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract. Any inspector or auditor shall comply with the confidentiality terms of this Contract.
- 3.4. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.5. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.6. Property of the State. Please refer to Exhibit A, Paragraph 20(a) (Ownership) in the Master Agreement.
- 3.7. Reserved
- 3.8. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.10. Offshore Performance of Work Prohibited: Please refer to Section 16 of the Special Terms and Conditions section of this PA.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41. Contractor shall submit a

complete and accurate invoice and payment shall be made no later than 30 days from the invoice date.

- 4.2. Delivery. Unless stated otherwise in the Contract, all Products shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination. 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 them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor. Prices of the Products will be subject to section 18 of Exhibit A of the Master Contract.

4.3. Applicable Taxes.

- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes. In the event taxes are due, the Ordering Entity shall pay all applicable local sales or use taxes, duties and other

imposts, if any, due on account of purchases hereunder. Proof of tax-exempt status must be on file at Contractor's support center for any order to be treated as a tax-exempt transaction.

- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract. Notwithstanding the foregoing, the State and any Purchasing Entity will fulfill its payment obligations to Contractor for orders placed and/or shipped and services performed.

- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State shall give thirty (30) days notice to the Contractor, in order to take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the contractor;
4.5.2. Cancel the Contract; or
4.5.3. Cancel the contract and re-solicit the requirements.

Notwithstanding the foregoing, in the event this contract is canceled due to the non-appropriation of funds described above, the State shall upon the date of cancelation pay for products and services ordered prior to the date of cancelation.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by

reference the terms and conditions of this Contract. For the avoidance of doubt, Contractor will not use any Subcontractors under this PA, of which Authorized Service Providers are considered Subcontractors.

6. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and liability - Refer to Master Agreement, Exhibit B, Paragraph 4 Risk of Loss or Damage**

8. **Warranties**

8.1. Liens.

The Contractor warrants that the Products supplied under this Contract are free of liens and shall remain free of liens.

7.2 Refer to Master Agreement

7.3 Refer to Master Agreement

7.4. Compliance With Applicable Laws. The Products and services supplied under this Contract shall comply with all applicable Federal and state laws, and the Contractor shall maintain all applicable license and permit requirements.

7.5. Survival of Rights and Obligations after Contract Expiration or Termination Please see Master Agreement Section B Paragraph 22. Survivability.

7.6 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 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. **State's Contractual Remedies**

9.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or provided by the contract.

9.2. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive as the State is still afforded the rights and remedies it is entitled to under Arizona state law.

10. **Contract Termination**

10.1. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor

of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

10.4. **Termination for Convenience.** Upon thirty (30) days prior written notice to Contractor, the State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and Products shipped before the effective date of the termination.

10.5. **Termination for Default.**

10.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide thirty (30) days' prior written notice of the termination and the reasons for it to the Contractor.

10.6. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.7. **Effects of Termination.** In the event of termination of the PA, the Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Products shipped before the effective date of the termination.

11. **Dispute Resolution.**

In the event of any dispute or controversy between the State and Contractor, the parties shall try to resolve the dispute in a fair and reasonable way. The parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each party. If the parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining party's written notice to the other party of such dispute or controversy, then either party must, by written notice to the other party, request non-binding mediation to be conducted in the state of Arizona. Each party shall bear its own expenses in connection with the mediation, except that Contractor shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Contractor by the State under this Addendum, the parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in this Contract.

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder (and administrative review).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator. State Procurement Office, 1802 West Jackson Street, Number 100, Phoenix, Arizona, 85007

13. **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.

	Attachment B: Participation in Boycott of Israel		Arizona Department of Administration State Procurement Office
	Contract No.: CTR068608		
	Description: Computer Equipment, Peripherals & Related Services		

Attachment B: Participation in Boycott of Israel

Please note that if any of the following apply to this Contract, then the Contractor shall select the “Exempt Contract or Contractor” option below:

- The Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. “Boycott” means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
 2. “Company” means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. “Public entity” means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all Contractors must select one of the following:

☒ The Contractor does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.

☐ The Contractor does participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*

☐ **Exempt Contract, or Contractor.**

Indicate which of the following statement(s) applies to this Contract:

- ☐ Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Apple Inc.		
Contractor Name		
One Apple Park Way		
Address		
Cupertino	CA	95014
City	State	Zip


Signature of Person Authorized to Sign
Johnny Mendoza
Printed Name
Project Coordinator
Title

	Attachment C: Forced Labor of Ethnic Uyghurs Ban	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068608	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment C: Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☒
 The Contractor does not use, and agrees not to use during the term of the contract, any of the following:

 - Forced labor of ethnic Uyghurs in the People’s Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- ☐
 The Contractor does use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- ☐
Exempt Contractor: Select all statements that apply to the Contractor:
 - ☐ Contractor is a sole proprietorship;
 - ☐ Contractor has fewer than ten (10) employees; and/or
 - ☐ Contractor is a non-profit organization.

Apple Inc.
Contractor Name
One Apple Park Way
Address
Cupertino, CA 95014
City, State, ZIP

	
Signature of person authorized to sign	
Johnny Mendoza / Project Coordinator	
Printed name and title	
Contact email address	Contact phone number