

PARTICIPATING ADDENDUM
NASPO Valuepoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment, Peripherals, & Related Services
Administered by the State of Minnesota
(hereinafter "Lead Entity")
MASTER AGREEMENT
Master Agreement No: 23003
Apple, Inc.

(hereinafter "Contractor" or "Contract Vendor")
and
State of Arkansas
Contract No: 4600055281
(hereinafter "Participating State/Entity")

A. SCOPE:

This participating addendum (PA) covers the NASPO Valuepoint contract for Computer Equipment, Peripherals, & Related Services administered by the State of Minnesota for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.

Awarded Band:

Band 2: Personal Computer Devices – Non-Windows Operating Systems

B. PARTICIPATION:

All eligible purchasers within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products under the terms and conditions of this participating addendum.

C. INDIVIDUAL CUSTOMER:

Each state agency and political subdivision, as a Participating Entity, that purchase products/services **shall** be treated as if they are Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the State has in the Master Agreement and this Participating Addendum. 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.

D. ORDER OF PRECEDENCE:

1. 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 the Lead State's Master Agreement.
2. Lead State's Master Agreement (includes negotiated Terms & Conditions).

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 the 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,

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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 (unless such terms are referenced in the Master Agreement).

E. TECHNOLOGY ACCESS

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that

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does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

F. SHARED TECHNICAL ARCHITECTURE

Solutions **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.transform.ar.gov/information-systems/policies-standards/> and <https://www.transform.ar.gov/information-systems/policies-standards/standards/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

For the avoidance of doubt, Contractor is supplying the hardware as part of this agreement, and configuration of Solutions is the sole obligation of Purchasing Entities.

G. CONFIGURATION LIMITS

The configuration costs that a Contractor may charge shall be based on a single computer configuration and must not exceed the following:

Item	Configuration
Band One	\$ 15,000
Band Two	\$ 15,000
Band Three	\$ 1,000,000
Peripherals	\$ 10,000
Services	\$ 10,000

H. PAYMENTS AND INVOICE PROVISIONS:

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency pursuant to the terms included in Exhibit A, Section 19(a) of the Master Agreement. The purchasing entity may not be invoiced in advance of shipment of any products. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the

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sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. If the Parties mutually agree that there is a bona fide dispute regarding inaccurate quantity or the calculation of the total price of the goods and services for which payment is sought, payment under dispute will not be due until the dispute is resolved by the Parties in good faith. The Parties agree that in no event they will unreasonably withhold their consent regarding the existence of a bona fide dispute.

Contractor **shall** ensure that all invoices are sent directly to the State agency or local public procurement unit that purchased products from them.

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

I. PURCHASE ORDER INSTRUCTIONS:

All Participating Entities issuing valid purchase orders within the jurisdiction of this Participating Addendum should include the following:

1. NASPO Valuepoint Master Agreement number 23003
2. State contract number 4600055281
3. Agency Name, Address, Contact, and Phone-Number
4. Applicable approvals
5. Orders **shall** be made out to the Contractor or Reseller

The Purchasing Entities **shall not be** required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this Agreement.

The parties acknowledge and agree that orders submitted to the Contractor from a Participating Entity through the Participating Entity's business P-Card are authorized purchase orders under the NASPO Valuepoint Master Agreement 4600055281.

J. ADMINISTRATIVE FEE & REPORTING

1. Contractor **must** submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@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
- 3) Customer Type
- 4) Bill to Name
- 5) Customer PO Number
- 6) Customer Number
- 7) Order Date
- 8) Product/Service Description
- 9) Baseline Price

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- 10) Discount Unit Price
- 11) Quantity
- 12) Total Price

2. 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 within 45 days following calendar quarter end, in accordance with the following schedule.

Period End	Admin Fee Due
June 30	August 14
September 30	November 14
December 31	February 14
March 31	May 15

The administrative fee shall be submitted to the following address:

Office of State Procurement
Attn: Contract Administration Fee
501 Woodlane Street, Suite 220
Little Rock, AR 72201

K. GOVERNING LAW:

The laws of the State of Arkansas **shall** govern this agreement. Nothing under this agreement or the Master Agreement **shall** be deemed or construed as a waiver of the State's right to sovereign immunity.

L. VENUE AND JURISDICTION:

Venue for any claim, dispute, or action concerning an order placed against the contract **shall** be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

M. TRAVEL EXPENSES:

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. Approved expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

N. CANCELLATION:

1. **For Convenience.** Either Party may cancel this Agreement for any reason by giving the other Party written notice of such cancellation sixty (60) days prior to the date of cancellation.
2. **For Default.** Either Party may cancel this Agreement for default for the reasons set forth in Exhibit A, Section 44 of the Master Agreement by giving a written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for default, the terminating Party will advise the other Party in writing of the reasons why the terminating Party is considering cancelling the Agreement, and provide the other Party with an opportunity to avoid cancellation for

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default by curing any deficiencies identified in the notice of cancellation for default prior to the date of proposed cancellation.

O. CONFIDENTIAL INFORMATION:

Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Statutes.

P. CONTINGENT FEE:

The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

Q. DISCLOSURE AND CERTIFICATIONS:

1. DISCLOSURE

Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor **shall** submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the State.

2. RESTRICTION OF BOYCOTT OF ISRAEL (for contracts valued at \$1,000 or greater)

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel. By signing this Participating Addendum, a Prospective Contractor agrees and certifies that they do not, and **shall not** for the duration of the contract, boycott Israel.

3. ENERGY, FOSSIL FUEL, FIREARMS, & AMMUNITION BOYCOTT RESTRICTION (for contracts valued at \$75,000 or greater)

Pursuant to Arkansas Code Annotated § 25-1-1102, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. By signing this Participating Addendum, a Prospective Contractor agrees and certifies that they do not, and **shall not** for the duration of the contract, boycott the energy, fossil fuel, firearms, and/or ammunition industries.

4. EQUAL OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into a contract. *EO Policies* **must** be submitted in electronic format with this Addendum. The submission of an *EO*

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Policy is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor **must** submit a written statement to that effect.

5. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS (for services contracts)

Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with an unauthorized alien as defined in 8 USC § 1324a (h)(3).. By signing this Participating Addendum, the Contractor agrees and certifies that they do not employ or contract with illegal immigrants and that they **shall not** employ or contract with illegal immigrants during the aggregate term of the contract.

6. RESTRICTION OF SCRUTINIZED COMPANIES

Pursuant to Arkansas Code Annotated § 25-1-1203, a state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor.

7. PERFORMANCE STANDARDS (for services contracts)

Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education **must** include performance standards when purchasing services. Performance standards **shall** be mutually agreed upon by the parties hereto for any services purchased.

R. VENDOR REGISTRATION:

In order to receive payment, Contractor **must** register online at Vendor Services at <https://www.ark.org/vendor/index.htm>.

In the event of any conflict or inconsistency between the terms of this Addendum, the Master Agreement, and the terms of the online registration above, the parties agree the terms of this Addendum shall control. The parties further agree that any online registration terms that impose any additional obligations, alter, or have the effect of altering any provision of this Addendum or the Master Agreement will be unenforceable.

S. SUBCONTRACTORS:

Subcontractors shall not be used under this Addendum.

T. LEASING:

Leasing shall not be authorized under this Participating Addendum.

U. TERMS:

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

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V. PRIMARY CONTACTS:

The primary contacts for this participating addendum are as follows (or their named successors):

1. Lead Entity

Name:	Minnesota Office of State Procurement
Contact Person:	Beth Randa
Address:	112 Administrative Bldg., 50 Sherburne Ave., Saint Paul, MN 55155
Telephone:	651-201-3122
E-Mail:	Elizabeth.Randa@state.mn.com

2. Contractor

Company Name:	Apple, Inc.
Contact Person:	Timothy Lim
Address:	One Apple Parkway, Cupertino CA 95014
Telephone:	408-783-7379
E-Mail:	Timlim2@apple.com

3. Arkansas Contact

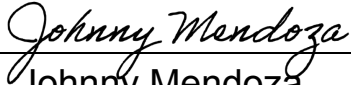
Company Name:	TSS Office of State Procurement
Contact Person:	Shane Phillips
Address:	501 Woodlane Street, Suite 220, Little Rock, Arkansas 72201
Telephone:	501-324-9322
E-Mail:	Shane.Phillips@arkansas.gov

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 Addendum.

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This Participating Addendum and Master Agreement # 23003 (administered by the State of Minnesota), together with its exhibits (including any terms referenced in the Master Agreement), 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 Addendum or 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 are 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.

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

Participating Entity: State of Arkansas	Contractor: Apple Inc
Signature: 	Signature: 
Name: Jessica Patterson	Name: Johnny Mendoza
Title: State Procurement Director	Title: Project Coordinator
Date: 8/29/2024	Date: 8/27/2024