

Participating Addendum Number 99999-SPD-T20250630-0001
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
Georgia Department of Administrative Services (DOAS)
and
Apple, Inc. (hereinafter "Contractor")

This Participating Addendum ("PA") is entered into by Georgia Department of Administrative Services ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23003, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Apple, Inc. ("Contractor")
One Apple Park Way,
Cupertino, California 95014

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Tim Lim
Senior Contracts Negotiator
Tlim2@apple.com
(408) 783-7379 - Office

Participating Entity's contact for this Participating Addendum is:

Carl Hall
Contract Management Manager
Carl.hall@doas.ga.gov
(404) 657-4254 - Office

- II. TERM.** This PA is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended unless the PA is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This PA may be used as a convenient source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions, and colleges, and universities, (2) other governmental entities such as state authorities, local government, local boards of education, municipalities, cities, townships, counties, and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract shall be referred to collectively as "Authorized Users."

Pursuant to O.C.G.A. Section 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Authorized Users for the goods and services available to Authorized Users pursuant to this Participating Addendum. The execution of this PA only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Authorized Users are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases. Each Purchasing Entity's obligations and liabilities are independent of every other Purchasing Entity's obligations and liabilities. Termination of or by one Purchasing Entity does not constitute grounds for termination of or by a different Purchasing Entity.

Any order placed by a Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed a sale under, and subject to, the pricing and other terms and conditions of the Master Agreement.

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- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities with the exception of statutory requirements applicable only to the Lead State. 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.
- V. **SERVICES.** All services available through the Master Agreement may be offered and sold by Contractor to local governmental and education agencies. For purposes of clarity, purchases of Services may not be made by state entities pursuant to this Contract without the state entities obtaining written approval from DOAS. All related terms and conditions for services provided will be described in one or more of the following documents:
- (i) "Service Descriptions" used to describe any services purchased by an entity;
 - (ii) Any mutually agreed upon "Statement of Work" ("SOW") executed by the Purchasing Entity and the Contractor or its partner.
- VI. **EQUIPMENT LEASING.** Purchasing Entities that maintain sufficient legal authority may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement, the agreement is separate from this Addendum and between the Contractor and the Purchasing Entity.
- a. Lease agreements entered into by entities of the State of Georgia ("State Entities") must comply with applicable statutory provisions, including but not limited to the following:
 - i. Pursuant to O.C.G.A. § 50-5-64, Multiyear agreements must meet the following requirements: (1) unless (a) all funds required for the contract are maintained by the State Entity in hand at the time of contract execution (meaning that the State Entity has all funds necessary to pay the multiyear obligations and no additional appropriation or revenue are necessary for the State Entity to meet its contractual payment obligations) and (b) all such funds are obligated via State Entity accounting up front, typically via Purchase Order Incumbrance: See 1980 Att'y Gen Op. 80-163 (2) Standard form – O.C.G.A. § 50-5-64(a) requires that leases and lease purchase agreements shall only be executed on a standard form developed by DOAS. (3) Termination of Contract – Contract terminates absolutely at the close of the fiscal year in which it is executed and the fiscal year for any renewals. O.C.G.A. § 50-5-64(a)(1). (4) No Automatic Renewals - Contract terminates at the end of each fiscal year and can only be renewed by positive action taken by the agency. O.C.G.A. § 50-5-64(a)(2). (5) Funding – Contract terminates immediately when funding is no longer available. Agency makes determination as to whether funds are unavailable at its sole discretion. O.C.G.A. § 50-5-64(a)(3). (6) Listing of Obligation – Contract must list the total obligation for the fiscal year and any obligations for renewals. O.C.G.A. § 50-5-64(a)(4). (7) Title - Title to any goods or equipment remains with the supplier until fully paid by the agency. O.C.G.A. § 50-5-64(a)(5). However, for lease purchase agreements, O.C.G.A. § 50-5-65(b) allows agencies to accept title upon execution of the DOAS standard form. Agencies can also transfer title back to the vendor if the agreement is not fully consummated. (8) Interest – Lease Agreement can provide for the payment of interest. O.C.G.A. § 50-5-64(d)
 - ii. **No liens, security interest, or UCC Filings.** The execution or levy against state funds or property is not permitted as there is no waiver of sovereign immunity for such actions in the Constitution or by the General Assembly, security interests, or UCC filings. Agencies only have powers conferred by the legislature. State agencies do not have the authority to grant security interests in public property.

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iii. **No upfront payments for goods/services.** State Entities are not authorized to make payment prior to receipt of goods/services.

- b. Leases for local government, municipalities, cities, townships, counties, and other political subdivisions of the State of Georgia must comply with applicable statutory provisions, ordinances, and regulations pertaining to leasing and contract duration, including those relating to multi-year contracts.
- c. **Equipment Trade-in Program.** Contractor does not have a trade-in program at this time. To the extent there is a trade-in program in the future, the Parties will agree to trade-in program terms and conditions at that time in writing.
- d. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within fourteen (14) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

VII. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

Purchasing Entities may provide their Purchase Orders with alternative or additional requirements or terms required to comply with the funding source being used by the Purchasing Entity, including requirements and terms related to the use of federal funds. If these additional requirements are provided, a Purchasing Entity will identify such alternative or additional requirements and terms in the Order or purchasing documentation. Contractor will evaluate such requirements and terms on a transactional basis and may either provide its written acceptance to comply with the requirements and terms set forth therein or respond with its compliance with specific relevant federal requirements. At such point, the Purchasing Entity may either accept Contractor's specific relevant requirements by including them as an attachment to the Order or purchasing documentation (replacing the original alternative terms with the negotiated terms), or the Purchasing Entity may reject Contractor's requested revision to the Purchasing Entity's terms and not move forward with a purchase.

VIII. **MODIFICATIONS TO MASTER AGREEMENT TERMS.** This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, or additions. 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.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

- A. Paragraph 23 of Exhibit A to the Master Agreement, entitled "Payment," is modified as follows: by striking the second sentence regarding overdue account charges.
- B. Reserved.

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IX. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by and construed in accordance with Georgia law. Any provision of the PA or related terms and conditions that are in direct conflict with applicable laws of the State of Georgia shall be deemed unenforceable. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Addendum, such proceeding shall solely be brought in the Superior Court within Fulton County, Georgia.

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

For Contractor:

Tim Lim
Senior Contracts Negotiator
tlim2@apple.com
(408) 783-7379 - Office

For Participating Entity:

Carl Hall
Contract Management Manager
carl.hall@doas.ga.gov
(404) 657-4254 - Office

With a copy to the General Counsel
Georgia Department of Administrative Services
200 Piedmont Ave SE, Suite 1804
Atlanta, Georgia 30334

XI. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XII. **LEGAL COMPLIANCE.**

- a. This Agreement is entered into pursuant to O.C.G.A. § 50-5-50 et seq. The parties acknowledge that as a public entity, Purchasing Entity's obligations are subject to any applicable laws.
- b. Any and all services or equipment offered and furnished must comply with applicable State and federal laws. Contractor, its employees, agents, and subcontractors shall comply with all applicable federal and state laws. To the best of its knowledge, the provisions of O.C.G.A. Section 45-10-20 et seq. have not been violated by Contractor under the terms of this Contract. Contractor certifies that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. The Contractor warrants that no person or selling agency (except bonafide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency.
- c. Pursuant to O.C.G.A. § 13-10-91, if the Contractor is providing services under the contract with total compensation of \$2,500 or greater, the Contractor must provide a notarized affidavit(s) in the form specified at <https://www.audits2.ga.gov/resources/other/immigration/>.
- d. Contractor agrees that all terms and conditions for any products and services offered pursuant to this PA must comply with O.C.G.A. § 50-5-64.1.
- e. Contractor shall maintain applicable purchase orders and invoices directly related to Contractor's payments made by an Authorized User to Contractor under this Participating Addendum for five (5)

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years from the invoice date of the transaction under the Participating Addendum. The Auditor of the State of Georgia or any authorized officer of the State shall have the right, exercisable at any reasonable time during normal business hours and upon prior notice to Contractor, to audit any applicable purchase orders and invoices pertaining directly to the products and services acquired under this Participating Addendum. Upon request, Contractor shall deliver the required purchase orders and invoices on the date mutually agreed upon, and at the location specified by DOAS or State Auditor or duly authorized officer of the State of Georgia.

- XIII. **SEXUAL HARASSMENT PREVENTION.** Pursuant to O.C.G.A. § 45-20-4 and Executive Order 01.14.19.02, the State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons, including other employees, contractors, and customers, in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Contractor agrees to comply with its own Business Conduct Policy against sexual harassment as outlined in <https://www.apple.com/compliance/pdfs/Business-Conduct-Policy.pdf>.

- XIV. **DRUG-FREE WORKPLACE.** Contractor hereby certifies as follows:
- a. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Participating Addendum; and
 - b. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Participating Addendum; and
 - c. Contractor will require any new subcontractors hired by Contractor after the signing of the Participating Addendum to work on any job assigned under this Participating Addendum to comply with paragraph 7 of subsection (b) of Code Section 50-24-3."
 - d. Evidence of Contractor's compliance programs for similar federal laws shall be deemed good faith efforts to comply with the Georgia Drug-free Workplace Act; this includes the inclusion of similar federal language in subcontracts.
 - e. Contractor may be suspended, terminated, or debarred if it is determined that:
 - i. Contractor has made false certification herein above; or
 - ii. Contractor has violated such certification by failing to carry out the requirements of O.C.G.A. Section 50-24-3(b).

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- XV. **ADMINISTRATIVE FEES AND SALES REPORT SUBMISSION.** Contractor agrees to provide a utilization report on net sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	July - September	October 31
Second	October - December	January 31
Third	January - March	April 30
Fourth	April - June	July 31

The sales report shall include the net sales and other revenues, including commissions charged for the period. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted.

The Contractor agrees to remit an administrative reporting fee payable by check to the DOAS for an amount equal to one-half percent (0.5%) of the net invoiced sales of products and services under this Participating Addendum (less any charges for taxes or shipping) derived under this Participating Addendum. The Contractor shall indicate the contract number T20250630 and include the remittance check with the quarterly sales report.

Quarterly sales reports shall be sent at the agreed-upon schedule above to travis.horsley@doas.ga.gov AND contract.management@doas.ga.gov. If either of these emails is to change, at the discretion of the DOAS, Apple Inc. Will be notified within a 10-day window.

For payment of fees through U.S. Mail or Courier Delivery:

Check Remittance

State of Georgia Department of Administrative Services

Fiscal Services

200 Piedmont Ave

Suite 1820 WT

Atlanta, GA 30334

ACH Remittance

PeopleSoft Agencies

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Vendor#: 0000000061, Location#: 2

State of Georgia Department of Administrative Services JP Morgan Chase Bank, NA

ACH ROUTING#: 044000037

WIRE ROUTING#: 044000037

ACCOUNT#: 510933638

XVI. STATE OF GEORGIA PAYMENT METHODS. See NASPO Master Agreement, Section 23 (Payments).

All purchases made by Authorized Users shall be exempt from sales tax. It is the responsibility of the Authorized User's representative to provide the Authorized User's tax identification number as needed at the point of sale.

The State of Georgia provides for the use of multiple payment methods, including Purchasing Card (PCard) and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of Contractor payment.

The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

The State of Georgia PCard may be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Contractor agrees to accept payment via PCard and shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard.

The Contractor represents that State of Georgia payments will be processed, transmitted, and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for P-Card in resolving any issues or disputes.

XVII. BUSINESS REVIEW MEETINGS. The Contractor must participate in Business Review ("BR") meetings at DOAS' request. During the BR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The BR meeting will also focus on the status of service level agreements, marketing efforts, and key performance indicators agreed to by Contractor and DOAS. The BR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous sales statistics, strategies to grow sales volume, marketing plan, development/monitoring of a Contractor service "scorecard."

XVIII. PARTICIPATION IN CONTRACT DISPUTES. A Party hereto must escalate a dispute or controversy by providing the other. The Parties agree to attempt to resolve any dispute or controversy in good faith. Except as required by law, neither the Party nor its representatives may disclose the existence, content, or results of any dispute resolution efforts without the prior written consent of all Parties.

Consistent with its statutory authority, the Georgia Department of Administrative Services (hereinafter "DOAS") is acting solely in a representative capacity and on behalf of Purchasing Entities. Accordingly, DOAS is not a party to any Agreements entered into by the Purchasing Entities with the contractor pursuant to this agreement unless DOAS itself makes a purchase pursuant to the Agreement. DOAS need not be joined as a party to any dispute that may arise out of this Agreement. With regard to any Agreements

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entered into by the Purchasing Entities with the contractor pursuant to this agreement, the officers, agents, and employees of DOAS are acting solely in their official capacity and need not be joined as a party to any dispute that may arise out of that agreement.

In addition to any dispute resolution procedures otherwise required under this addendum or any informal negotiations that may occur between the State and Contractor, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this PA may be commenced without first giving fourteen (14) calendar days written notice to the other Party of the claim, and the intent to initiate a civil action.

- XIX. THIRD-PARTY BENEFICIARY.** This Agreement is made solely and specifically among and for the benefit of the Parties hereto (including Purchasing Entities) and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. Notwithstanding the foregoing, NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- XX. ASSIGNMENT.** This PA may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other Party, which shall not be unreasonably withheld.
- XXI. HEADINGS.** The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.
- XXII. PUBLICITY.** Contractor agrees not to refer to DOAS or Purchasing Entities in such a manner as to state or imply that its services, products or software is endorsed or preferred by Purchasing Entities, the State of Georgia, or any unit of either. The foregoing shall not prohibit Contractor from identifying a Purchasing Entity as a customer in a customer list.
- XXIII. Reserved.**
- XXIV. WAIVER & MODIFICATION.** The provisions of this PA may not be modified or waived except by another agreement in writing executed by authorized representatives.
- XXV. DEBARRED, SUSPENDED, AND INELIGIBLE STATUS.** Contractor certifies that, at the time of execution of this agreement, Contractor has not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. I Subpart 9.4.
- XXVI. CERTIFICATION REGARDING SALES AND USE TAX.** By executing the Contract, Contractor certifies it is either registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. Contractor also acknowledges that the State may declare the Contract void if the above certification is false. Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

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SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has the legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Johnny Mendoza
Signature
Johnny Mendoza
Printed Name
Project Coordinator
Title
2/14/2024
Date

PARTICIPATING ENTITY:

Jim Barnaby
Signature
Jim Barnaby
Printed Name
Deputy Commissioner
Title
2/16/2024
Date