



**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

Administered by the State of Minnesota (hereinafter "Lead State")

COOPERATIVE PURCHASING MASTER AGREEMENT

Master Agreement No: 23003

Apple Inc.

(hereinafter "Contractor")

and

State of Washington

(hereinafter "Participating State")

WASHINGTON CONTRACT No.: 05820

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Apple Inc., a California Profit Corporation ("Contractor") and is dated and effective as of February 01, 2024 or the date of last signature, whichever is later. This Participating Addendum shall terminate upon the expiration or the termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.

- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the competitive procurement for Computer Equipment, Peripherals & Related Services led by the State of Minnesota for use by state agencies and other entities located in the Participating State if authorized herein or by that state's statutes to utilize state contracts. 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. 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.

Awarded Bands:

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

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. For the avoidance of doubt, Participating Entity represents that any Purchasing Entity that places an order acknowledges and agrees to be bound by the terms and conditions of this Participating Addendum. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) CONTRACT USAGE AGREEMENT PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a [Contract Usage Agreement \(CUA\)](#) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

(d) **ORDERS.** By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

3.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON’S STATEWIDE PAYEE DESK: RESERVED.**

3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

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

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

Contractor shall indicate the contract number with the quarterly sales report. Reports will be submitted via email to Enterprise Services.

3.4. **VENDOR MANAGEMENT FEE:** Excluding all orders at an Apple Retail Store, Contractor agrees to remit a vendor management fee ("VMF") payable to Enterprise Services for an amount equal to one percent (1%) of the net invoiced sales of products and services under this Participating Addendum (less any charges for taxes or shipping). Fees will be submitted to Enterprise Services via ACH payment.

3.5. **PRICELIST.** The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services. The Contractor shall be compensated for goods or services ordered by the Purchasing Entity, with pricing from the NASPO Valuepoint catalog.

3.6. **INVOICES.** Enterprise Services will invoice Contractor quarterly based on contract sales

reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- DES Invoice number associated with payment, subject to restrictions in banking/accounting system.
- This Washington Contract No.: **05820**
- The NASPO Master Agreement No.: **23003**
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

Enterprise Services reserves the right, upon thirty (30) days advance written notice, to reduce, or eliminate the VMF for subsequent purchases.

3.7. NONDISCRIMINATION.

- (a) **NONDISCRIMINATION REQUIREMENT.** During the term of this Participating Addendum, Contractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). Apple will require subcontractors to maintain and/or institute a policy for nondiscrimination compliance.
- (b) **OBLIGATION TO COOPERATE.** Contractor shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor has engaged in discrimination prohibited by this Participating Addendum pursuant to RCW 49.60.530(3).
- (c) **DEFAULTS : RESERVED**
- (d) **REMEDIES FOR BREACH: RESERVED.**

3.8. CONTRACTOR REPRESENTATIONS: Contractor makes each of the following representations as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Contract, and shall provide commercially reasonable notice to Enterprise Services.

- (a) **QUALIFIED TO DO BUSINESS.** Contractor represents that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- (b) **TAXES.** Contractor represents that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- (c) **LICENSES; CERTIFICATIONS.** Contractor shall maintain necessary licenses and registrations.
- (d) **SALES TAX.** Contractor represents that, for all sales to Purchasing Entities in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- (e) **WAGE VIOLATIONS.** Contractor represents that, during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- (f) CIVIL RIGHTS. Contractor represents and warrants that Contractor abides by the requirements of [41 CFR 60-1.4\(a\)](#), [41 CFR 60-300.5\(a\)](#) and [41 CFR 60-741.5\(a\)](#), as applicable. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (g) EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION): RESERVED.
- (h) OCIO POLICY & SECURITY COMPLIANCE:
Contractor shall maintain an Information Security program that contains substantive elements, where appropriate, of various different information security frameworks and that as a whole is compliant with all applicable regulations, contractual, and legal requirements. As such, Contractor shall apply controls where appropriate from several security frameworks such as NIST SP 800, ISO 27000, and CIS Top 18. Additional information about Contractor's approach to security can be found at the below sites:

General security information: <HTTPS://WWW.APPLE.COM/SUPPORT/SECURITY/>

Privacy: <HTTP://WWW.APPLE.COM/PRIVACY/>

Apple Platform Security: <HTTPS://SUPPORT.APPLE.COM/GUIDE/SECURITY/WELCOME/WEB>

- (i) GREEN/SUSTAINABLE. Contractor represents that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington’s green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, ‘green products’ that provide equivalent performance. Accordingly, Contractor should use commercially reasonable efforts to meet these requirements required by applicable federal and state law under this Participating Addendum:
 - 1. APPLICABLE POLICIES
 - a. [Electronic Products Recycling Program](#). Contractor shall adhere to Washington State’s Electronic Products Recycling Program and its requirements to both manufacturers and retailers of electronic equipment.
 - 2. PROHIBITED MATERIALS
 - a. [Expanded polystyrene](#). Contractor shall adhere to Washington State Department of Ecology’s ban on expanded polystyrene void filling packaging (packing peanuts).
 - 3. PROCUREMENT PRIORITIES
 - a. [Nonmercury-Added Products](#). State Agencies and institutions of higher education are directed to purchase products that contain no mercury or the least amount of mercury-added compounds or components where commercially available and economically feasible.

- b. [Electronics Products Purchasing Preference](#). State Agencies and institutions of higher education are directed to purchase applicable electronics (e.g., servers, computers and displays, imaging equipment, mobile phones, and televisions) with an [EPEAT](#) Registry listing at the Bronze level or higher, or products that meet another environmental standard that reduces the use of hazardous substances.
- c. [Recycled Product Procurement](#). State Agencies and institutions of higher education are directed to purchase printer models that will efficiently utilize one hundred percent recycled content white cut sheet bond paper.

3.9. CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:

- (a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Master Agreement as conditioned by this Participating Addendum.
- (b) PURCHASE ORDERS. To utilize the NASPO ValuePoint Master Agreement, Purchasing Entity is instructed to include the following information on each order submitted to Contractor:
 - Washington Contract Number 05820;
 - Lead State Master Agreement Number 23003;
 - Purchase Order amount; and;
 - Purchaser's contact information (i.e., name, address, telephone number, email).
- (c) INVOICES. Invoice shall contain identifiable information regarding the applicable order(s).

3.10. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES

(a) TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Participating Addendum and Purchasers may suspend or terminate applicable Purchase Orders upon thirty (30) days written notice, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Participating Addendum or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. Purchasing Entity will reimburse Contractor for Goods ordered and/or Services performed until the effective date of said notice. Except as stated in this provision, Participating Entity and Purchasing Entity are not liable for any penalties that accrue after the effective date of the notice.

(b) TERMINATION FOR CONVENIENCE: Reserved.

(c) NO AUTOMATIC RENEWAL: Reserved.

(d) PURCHASER OBLIGATIONS – EXPIRATION: Reserved.

(e) CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION: Reserved.

4. **LEASE AGREEMENTS:** If Enterprise Services or Purchasing Entities have the authority to do so, they may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement, that agreement is separate from this Participating Addendum and between Contractor and the Purchasing Entities. In addition, state agencies and institutions of public higher education are not authorized to lease equipment pursuant to the Master Agreement and should consult with DES Technology Leasing.
5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State

Attn: Leilani Konecny
State of Washington
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360)407-8249
Email: leilani.konecny@des.wa.gov
CC: DESContractsTeamCypress@des.wa.gov

Contractor

Attn: Tim Lim
Apple Inc.
One Apple Park Way, MS/581-CNTR
Cupertino, CA 95014
Tel: (408)783-7379
Email: tlim2@apple.com

6. **SUBCONTRACTORS:** Subcontractors, referred to in the Master Agreement in part as Apple Authorized Service Providers, are not authorized to accept payment directly from Purchasers.
 - (a) **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that subcontractors utilized in the performance of this contract adhere to applicable terms and conditions.
7. **CONTRACTOR'S AUTHORIZED FULFILLMENT PARTNERS:** Reserved.
8. **ORDERS:** Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Purchaser for goods/services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.
9. **TRAVEL COSTS:** Travel costs, if any, must be approved by Purchaser as set forth in the Purchase Order; Provided, however, that any such costs must be in accordance with the Washington Office of Financial Management's State Administrative & Accounting Manual (SAAM).

10. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (d) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.
- (e) **AMENDMENTS AND CONFLICTS.** 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. Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

EXECUTED as of the last signature date below.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Elena McGrew*
Elena McGrew

Its: Statewide Enterprise Procurement Manager

Date: 2/29/2024

APPLE INC.,
A CALIFORNIA PROFIT CORPORATION

By: *Johnny Mendoza*
Johnny Mendoza

Its: Project Coordinator

Date: 2/29/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	NASPO PARTICIPATING ADDENDUM AMENDMENT	
	Contract No.:	05820
APPLE INC. Apple Inc. 12545 Riata Vista Circle MS 521-BID Austin, TX 78727	Amendment No.:	First
	Effective Date:	October 1, 2024

FIRST AMENDMENT

TO

**NASPO PARTICIPATING ADDENDUM CONTRACT No. 05820
 COMPUTER EQUIPMENT, RELATED PERIPHERALS & SERVICES (NVP)**

This First Amendment (“Amendment”) to Contract No. 05820 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and APPLE INC., a California Profit Corporation (“Contractor”) and is dated as of October 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 05820 dated effective as of 2/1/2024 (“Contract”).
- B. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

1. **PAY EQUALITY.** The following provision is added to the end of section 3.7 (Contractor Representations and Warranties) as a new subsection:
 - (j) **WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS.** Contractor represents and warrants that, among Contractor’s employees, ‘similarly employed’ individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor’s workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

APPLE INC.,
A CALIFORNIA PROFIT CORPORATION

By: *Johnny Mendoza*
Name: Johnny Mendoza
Title: Project Coordinator
Date: 10/8/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Kimberly Kirkland*
Name: Kim Kirkland
Title: IT Procurement Supervisor
Date: 10/28/24