

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 10/24/23
BUSINESS UNIT 9000	BUYER MATTHEW CADDY (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

THE CONTRACT PERIOD IS:

NOVEMBER 01, 2023 THROUGH JANUARY 31, 2024

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <http://www.apple.com/education/purchase/contracts/states/ne.html>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$10,000
Laptop: \$10,000
Tablet: \$5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

DocuSigned by:
Matthew Caddy
2D3462CD71A9444...
0/24/2023
YER

DocuSigned by:
Amara Block
4CFF2711162A4A2...
10/27/2023
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
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PAGE 2 of 2	ORDER DATE 10/24/23
BUSINESS UNIT 9000	BUYER MATTHEW CADDY (AS)
VENDOR NUMBER: 509537	

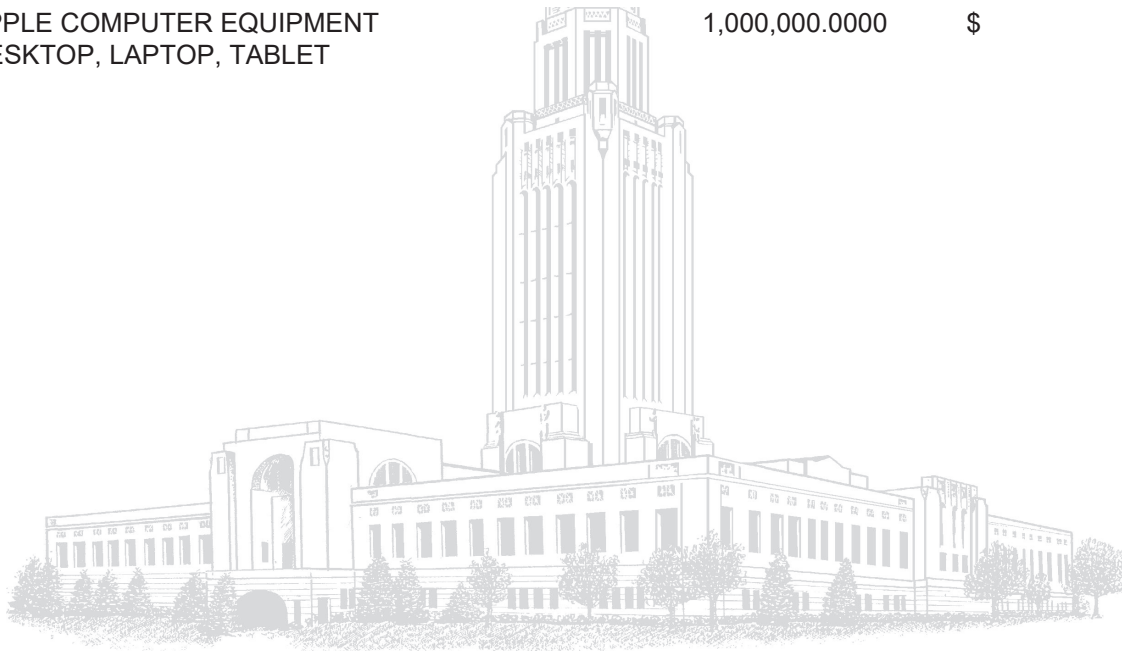
CONTRACT NUMBER
14247 OC

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

Vendor Contact: Ralph Wright
 Phone: 512-415-6199
 E-mail: r_wright@apple.com

PARTICIPATING ADDENDUM AMENDMENT EIGHT (8) AS ATTACHED. (07/19/23 AM)
 PARTICIPATING ADDENDUM AMENDMENT NINE (9) AS ATTACHED. (10/24/23 AM)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



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BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Nine
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
 Master Agreement No: MNWNC-102
 Apple Inc.
 (hereinafter "Contractor")
 And
 State of Nebraska
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

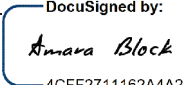
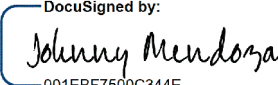
WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The contract period is extended from November 1, 2023 through January 31, 2024.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By:  4CFF2711162A4A2...	By:  001EBF7500C344E...
Name: Amara Block	Name: Johnny Mendoza
Title: Materiel Administrator	Title: Project Coordinator
Date: 10/27/2023	Date: 10/26/2023

AMENDMENT NO. 9 TO NASPO MASTER AGREEMENT NO. MNWNC-102

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Apple Inc., 1 Infinite Loop, Cupertino, CA 95014 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-102, April 1, 2015, through October 31, 2023 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-102 is extended through January 31, 2024, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Apple Inc. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Johnny Mendoza</u> S 001EBF7500C344E... Printed Name Title: <u>Project Coordinator</u> Date: <u>10/10/2023</u> By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u>Elizabeth M. Randa</u> 742DE739C8ED492... Title: <u>Acquisition Management Specialist</u> Date: <u>10/10/2023</u></p> <p>3. Commissioner of Administration Or delegated representative. DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA... Date: <u>10/10/2023</u></p>
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STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 07/19/23
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

THE CONTRACT PERIOD IS:

AUGUST 01, 2023 THROUGH OCTOBER 31, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <http://www.apple.com/education/purchase/contracts/states/ne.html>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$10,000
Laptop: \$10,000
Tablet: \$5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

DocuSigned by:
Dianna Gilliland 23  7/23/2023
F7A5A83D45DE438...
BUYER

DocuSigned by:
Amara Block 7/31/2023
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MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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PAGE 2 of 2	ORDER DATE 07/19/23
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 509537	

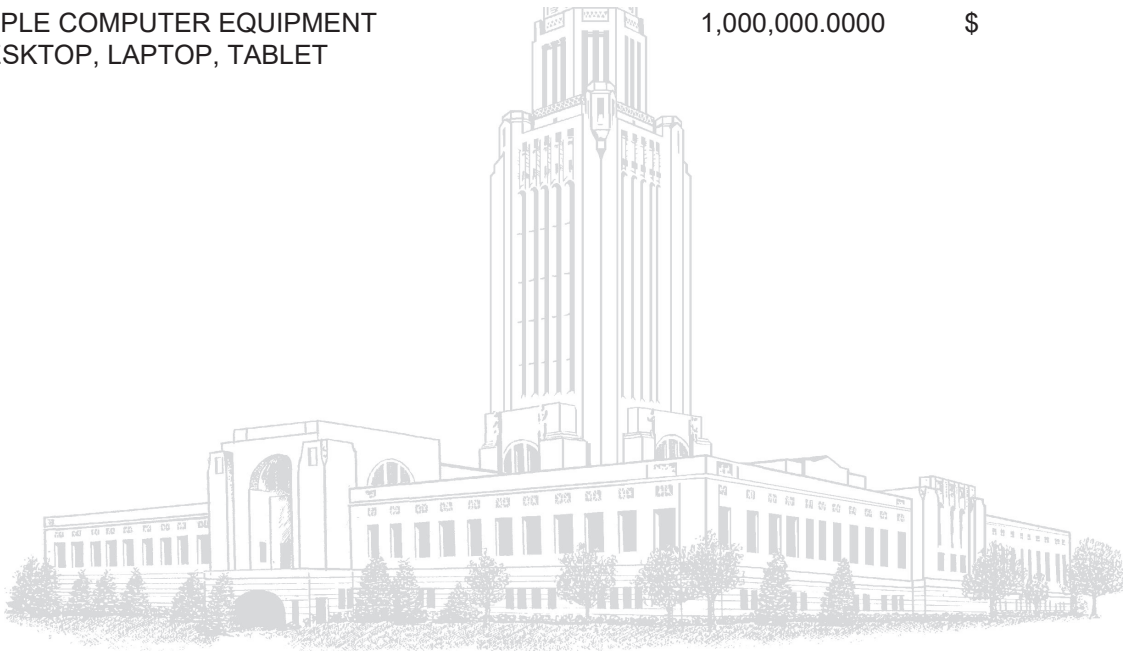
CONTRACT NUMBER
14247 OC

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

Vendor Contact: Ralph Wright
 Phone: 512-415-6199
 E-mail: r_wright@apple.com

PARTICIPATING ADDENDUM AMENDMENT EIGHT (8) AS ATTACHED. (07/19/23 AM)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



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BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Eight
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

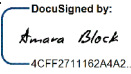
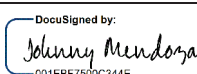
WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The contract period is extended from August 1, 2023 through October 31, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By:  4CFE2711182AA2...	By:  001EBF7500C344E...
Name: Amara Block	Name: Johnny Mendoza
Title: Materiel Administrator	Title: Project Coordinator
Date: 7/31/2023	Date: 7/28/2023

AMENDMENT NO. 8 TO NASPO MASTER AGREEMENT NO. MNWNC-102

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Apple Inc., 1 Infinite Loop, Cupertino, CA 95014 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-102, April 1, 2015, through July 31, 2023 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-102 is extended through October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Apple Inc. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Johnny Mendoza</u> 001EBF7500C344E... Johnny Mendoza Printed Name</p> <p>Title: <u>Project Coordinator</u></p> <p>Date: <u>6/13/2023</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>6/13/2023</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA...</p> <p>Date: <u>6/13/2023</u></p>
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STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 02/07/23
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

CONTRACT NUMBER
14247 OC

THE CONTRACT PERIOD IS:

MARCH 01, 2023 THROUGH JULY 31, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <http://www.apple.com/education/purchase/contracts/states/ne.html>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$10,000
Laptop: \$10,000
Tablet: \$5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

DocuSigned by:

Joy Fischer

2/7/2023

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BUYER

DocuSigned by:

Amara Block

2/7/2023

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MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 02/07/23
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 509537	

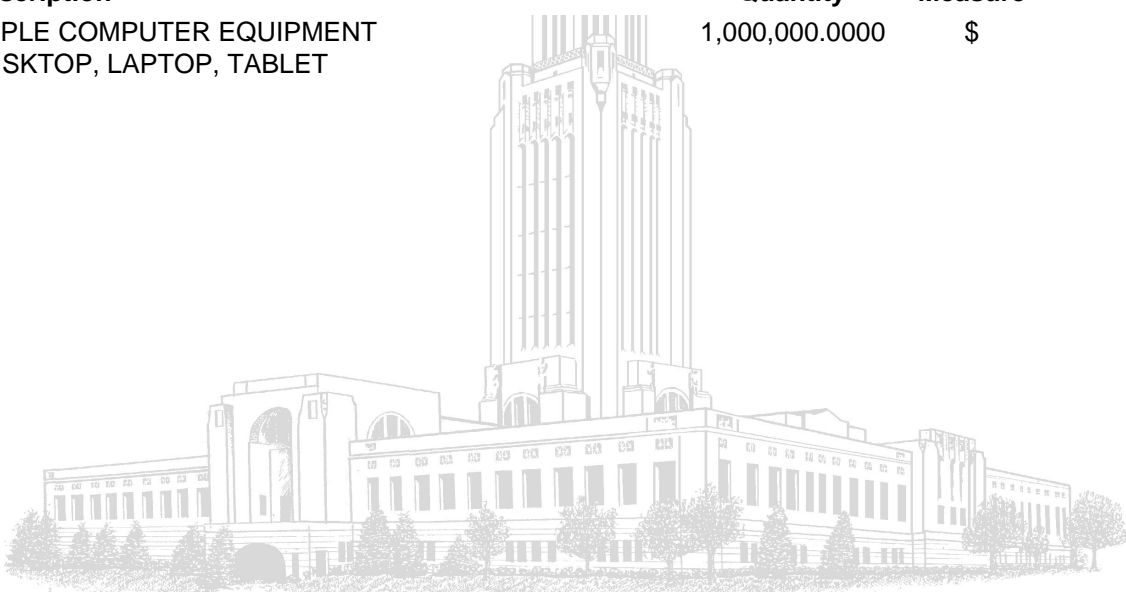
CONTRACT NUMBER
14247 OC

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

Vendor Contact: Ralph Wright
 Phone: 512-415-6199
 E-mail: r_wright@apple.com

PARTICIPATING ADDENDUM AMENDMENT SEVEN (7) AS ATTACHED. (2/7/23 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



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BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Seven
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
 Master Agreement No: MNWNC-102
 Apple Inc.
 (hereinafter "Contractor")
 And
 State of Nebraska
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

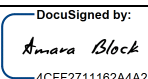

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Effective March 1, 2023 the contract period is extended from March 1, 2023 through July 31, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By:  <small>DocuSigned by: Amara Block 4CEE2711182AA2...</small>	By:  <small>DocuSigned by: Johnny Mendoza 0045B52500C344E...</small>
Name: Amara Block	Name: Johnny Mendoza
Title: Materiel Administrator	Title: Project Coordinator
Date: 2/7/2023	Date: 2/6/2023

AMENDMENT NO. 7 TO NASPO MASTER AGREEMENT NO. MNWNC-102

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Apple Inc., 1 Infinite Loop, Cupertino, CA 95014 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-102, April 1, 2015, through February 28, 2023 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-102 is extended through July 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Apple Inc. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Johnny Mendoza</u> Signature: 001EBF7500C344E...</p> <p>Printed Name <u>Johnny Mendoza</u></p> <p>Title: <u>Project Coordinator</u></p> <p>Date: <u>12/27/2022</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> Signature: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>1/3/2023</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> Signature: 68D02A26D7604BA...</p> <p>Date: <u>1/3/2023</u></p>
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STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
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Telephone: (402) 471-6500
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PAGE 1 of 2	ORDER DATE 07/12/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

CONTRACT NUMBER
14247 OC

THE CONTRACT PERIOD IS:

AUGUST 01, 2022 THROUGH FEBRUARY 28, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <http://www.apple.com/education/purchase/contracts/states/ne.html>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$10,000
Laptop: \$10,000
Tablet: \$5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

DocuSigned by:
Joy Fischer
8D62163E89CA4C2...

BUYER

DS
PK

DocuSigned by:
Amara Block
4CFF2711162A4A2

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 07/12/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 509537	

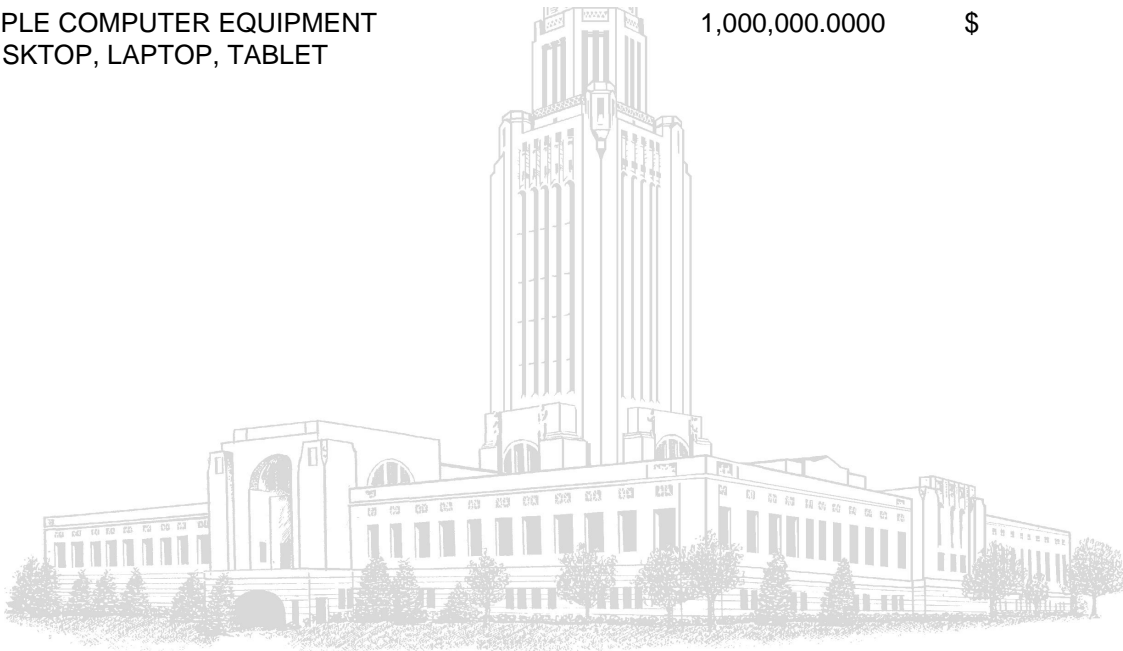
CONTRACT NUMBER
14247 OC

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

Vendor Contact: Ralph Wright
 Phone: 512-415-6199
 E-mail: r_wright@apple.com

PARTICIPATING ADDENDUM AMENDMENT SIX (6) AS ATTACHED. (7/12/22 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



DS
JF

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Six
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102 Apple
Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective August 1, 2022

1. **CHANGES**: The purpose of this Amendment Six is as follows:

- a. Contract Period: Extended from August 1, 2022 through February 28, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By: <small>DocuSigned by:</small> <i>Amara Block</i> <small>46FF8714162344A2...</small>	By: <small>DocuSigned by:</small> <i>Johnny Mendoza</i> <small>001EBF7500C344E...</small>
Name: Amara Block	Name: Johnny Mendoza
Title: Materiel Administrator	Title: Project Coordinator
Date: 7/14/2022	Date: 7/1/2022

AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNWNC-102

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Apple Inc., 1 Infinite Loop, Cupertino, CA 95014 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-102, April 15, 2015, through July 31, 2022 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

- 1. That NASPO Master Agreement No. MNWNC-102 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. Apple Inc. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Johnny Mendoza</u> Signature: EBF7500C344E... Printed Name: <u>Johnny Mendoza</u></p> <p>Title: <u>Project Coordinator</u></p> <p>Date: <u>5/18/2022</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> Signature: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/18/2022</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u>Luke Jannett</u> Signature: 0266C0BD85EF44DE...</p> <p>Date: <u>5/18/2022</u></p>
--	---

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 07/08/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2021 THROUGH JULY 31, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <<http://www.apple.com/education/purchase/contracts/states/ne.html>>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).


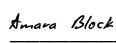
The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

DocuSign Envelope ID: 4CFF2711162A1A2

 Joy Fischer BUYER

 Amara Block
 MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

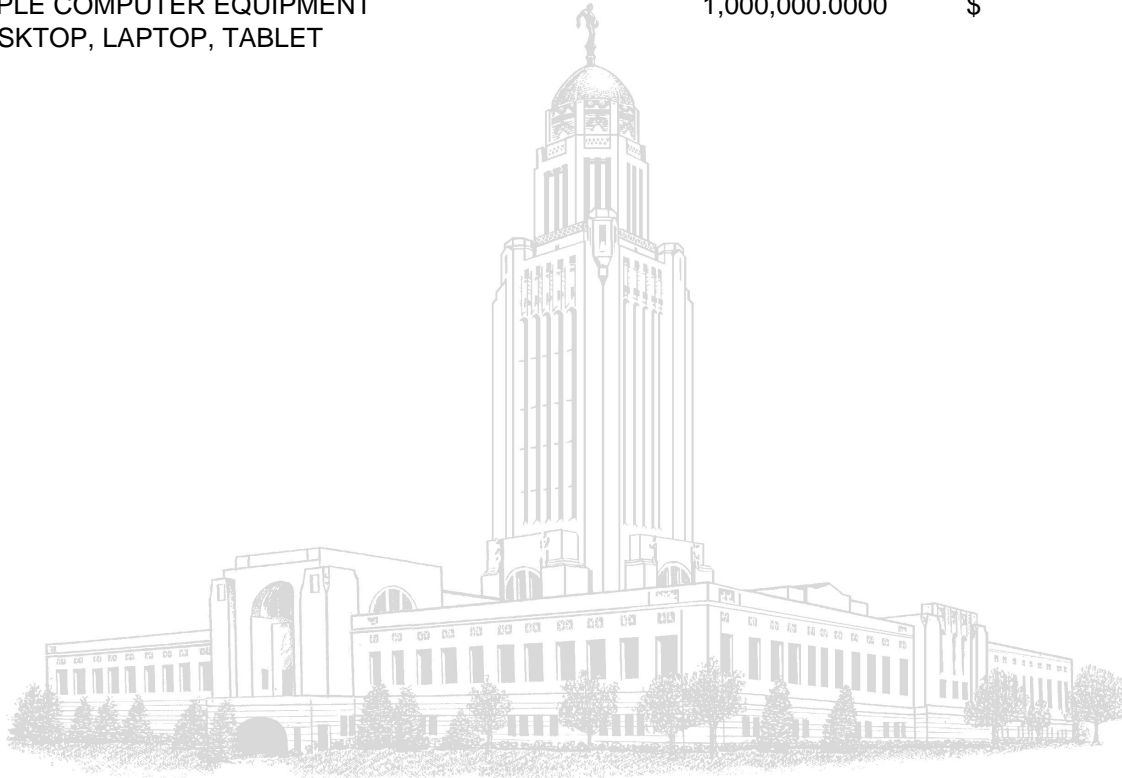
CONTRACT NUMBER
14247 OC

PAGE 2 of 2		ORDER DATE 07/08/21	
BUSINESS UNIT 9000		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 509537			

Vendor Contact: Ralph Wright
 Phone: 512-415-6199
 E-mail: r_wright@apple.com

THIS IS THE FIFTH RENEWAL OF THE PARTICIPATING ADDENDUM AS AMENDED (07/08/21 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



DS
JF
 BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Five
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agree by the parties to amend the Contract as follows:

Effective August 1, 2021

1. **CHANGES**: The purpose of this Amendment Five is as follows:

- a. Contract Period: Extended from August 1, 2021 through July 31, 2022.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

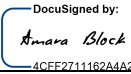

PARTICIPATING ADDENDUM
Amendment Five
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 2 of 2

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By:  <small>4CFE2711162A4A2</small>	By: 
Name: Amara Block	Name: Johnny Mendoza
Title: Materiel Administrator	Title: Project Coordinator
Date: 7/13/2021	Date: 05/19/2021

AMENDMENT NO. 5 TO NASPO MASTER AGREEMENT NO. MNWNC-102

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Apple Inc., 1 Infinite Loop, Cupertino, CA 95014 (“Contractor” or “Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-102, April 15, 2015, through July 31, 2021 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-102 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Apple Inc.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Johnny Mendoza
DocuSigned by: Signature EBF7500C344E...
 Johnny Mendoza
Printed Name

Title: Project Coordinator

Date: 5/5/2021

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Elizabeth Randa
DocuSigned by: 742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/6/2021

3. Commissioner of Administration

Or delegated representative.

By: Andy Doran
DocuSigned by: 68D02A26D7604BA...

Date: 5/6/2021

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 03/16/20
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2020 THROUGH JULY 31, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <<http://www.apple.com/education/purchase/contracts/states/ne.html>>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

3/16/20

BUYER
MATERIEL ADMINISTRATOR
3/16/2020

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

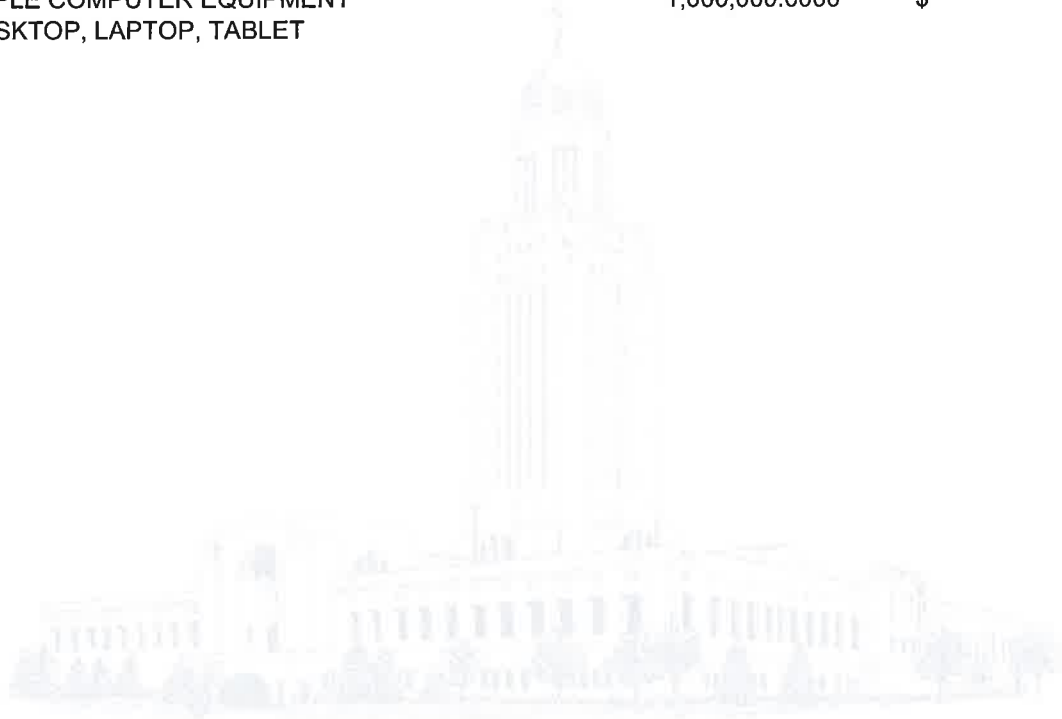
CONTRACT NUMBER
14247 OC

PAGE 2 of 2	ORDER DATE 03/16/20
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	

Vendor Contact: Ralph Wright
Phone: 512-415-6199
E-mail: ralph.wright@apple.com

THIS IS THE FOURTH RENEWAL OF THE PARTICIPATING ADDENDUM AS AMENDED (03/16/20 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



A handwritten signature in blue ink, appearing to be 'NA', is written over a horizontal line.

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Four
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agree by the parties to amend the Contract as follows:

Effective April 1, 2020

1. **CHANGES**: The purpose of this Amendment Four is as follows:

- a. Contract Period: Extended from April 1, 2020 through July 31, 2021.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

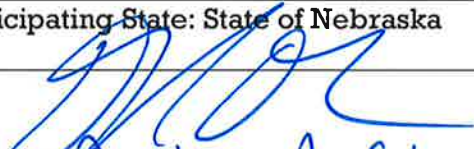
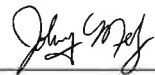
PARTICIPATING ADDENDUM
Amendment Four
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 2 of 2

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By: 	By: 
Name: Douglas D Carlson	Name: Johnny Mendoza
Title: Materiel Administrator	Title: Project Coordinator
Date: 3/16/2020	Date: 02/19/2020

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 03/12/19
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2019 THROUGH MARCH 31, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <<http://www.apple.com/education/purchase/contracts/states/ne.html>>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

3/14/19
pk Nancy Storant 3/13/19
BUYER
3/14/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

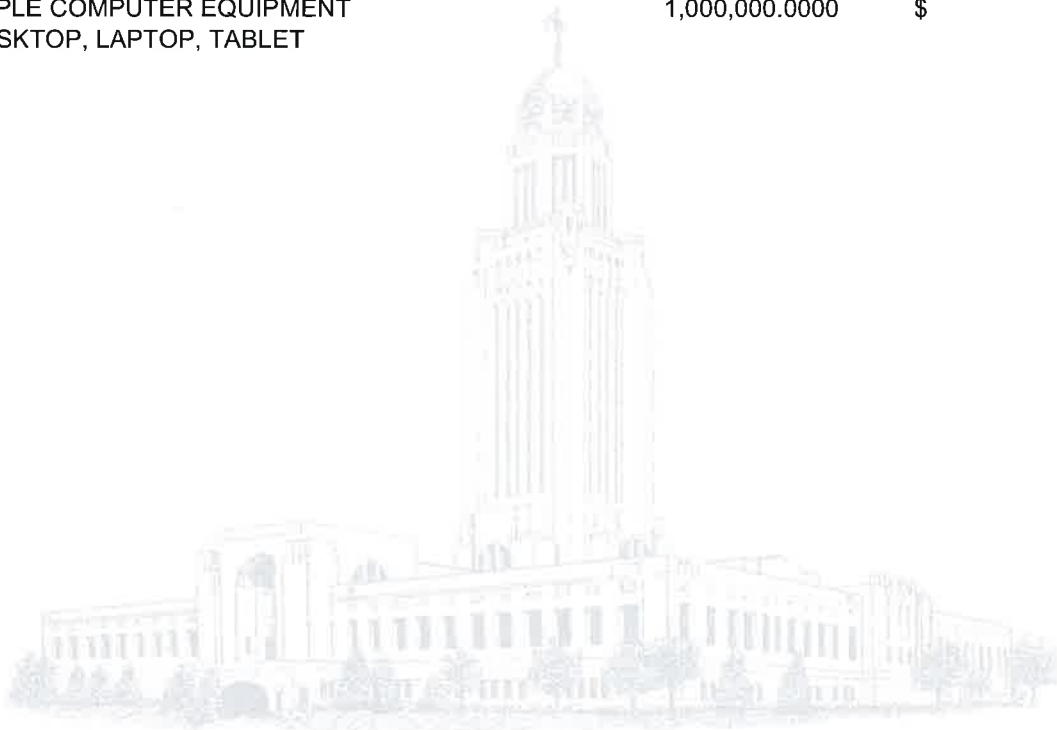
CONTRACT NUMBER
14247 OC

PAGE 2 of 2		ORDER DATE 03/12/19	
BUSINESS UNIT 9000		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 509537			

Vendor Contact: Ralph Wright
 Phone: 512-415-6199
 E-mail: ralph.wright@apple.com

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AMENDED (ms 03/12/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



NS
 BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Three
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agree by the parties to amend the Contract as follows:

Effective April 1, 2019

1. **CHANGES**: The purpose of this Amendment Two is as follows:

- a. Contract Period: Extended from April 1, 2019 through March 31, 2020.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.



PARTICIPATING ADDENDUM
Amendment Three
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 2 of 2

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By: 	By: 
Name: Douglas D Carlson	Name: VANESSA BOENIG
Title: Materiel Administrator	Title: MANAGER, CONTRACT OPS
Date: 3/18/19	Date: 2-4-2019

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 03/26/18
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC PO BOX 846095 DALLAS TX 75284-6095	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2018 THROUGH MARCH 31, 2019

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <<http://www.apple.com/education/purchase/contracts/states/ne.html>>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

3/27/18
PK

BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

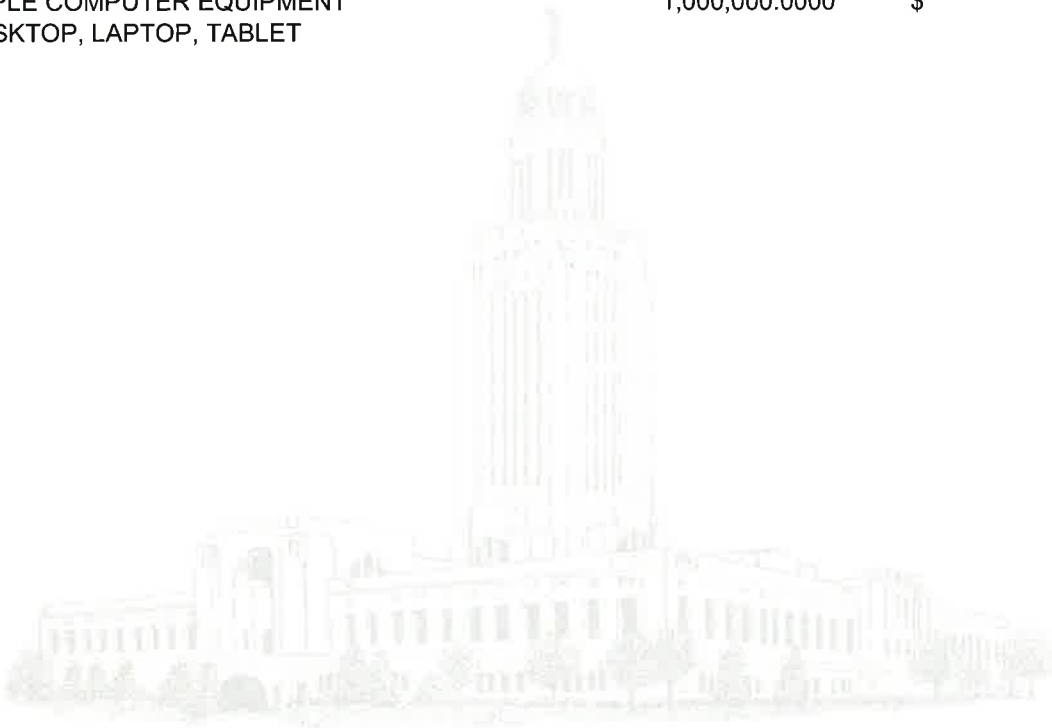
CONTRACT NUMBER
14247 OC

PAGE 2 of 2	ORDER DATE 03/26/18
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	

Vendor Contact: Ralph Wright
Phone: 512-415-6199
E-mail: ralph.wright@apple.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED (bb 03/26/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



A handwritten signature in blue ink, appearing to be 'NS', located above the 'BUYER INITIALS' text.

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Two
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. ("Contractor").

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

WHEREAS, the terms of the Contract specifically state that the Contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective April 1, 2018

1. **CHANGES**: The purpose of this Amendment Two is as follows:

- a. Contract Period: Extended from April 1, 2018 through March 31, 2019.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.



**PARTICIPATING ADDENDUM
 Amendment Two
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
 Computer Equipment
 Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
 Master Agreement No: MNWNC-102
 Apple Inc.
 (hereinafter "Contractor")
 And
 State of Nebraska
 (hereinafter "Participating State/Entity")**

Participating State Contract Number 14247 OC

Page 2 of 2

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By: 	By: 
Name: David D Zwart	Name: ELSA HOR DEBNEY
Title: Materiel Administrator	Title: US CONTRACT MANAGEMENT
Date: 3/27/18	Date: 3/16/18

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 03/29/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC 12545 RIATA VISTA CIR AUSTIN TX 78727-6524	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2017 THROUGH MARCH 31, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <<http://www.apple.com/education/purchase/contracts/states/ne.html>>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

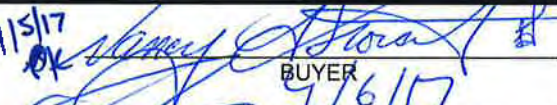
The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.)

4/5/17
OK

BUYER
4/6/17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

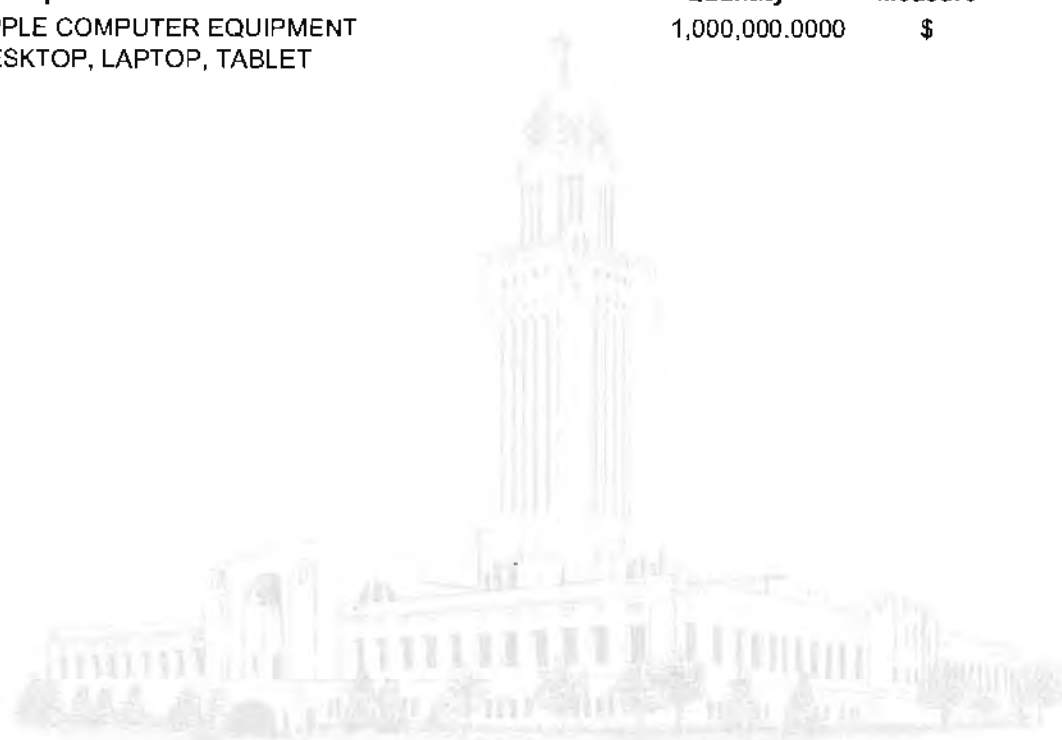
CONTRACT NUMBER
14247 OC

PAGE 2 of 2	ORDER DATE 03/29/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	

Vendor Contact: Ralph Wright
Phone: 512-415-6199
E-mail: ralph.wright@apple.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED (ss 3/29/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



A handwritten signature in blue ink, appearing to be the initials 'NA', located above the 'BUYER INITIALS' label.

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment One
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Apple Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-102 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14247 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective April 1, 2017

1. **CHANGES**: The purpose of this Amendment One is as follows:

- a. Contract Period: Extended from April 1, 2017 through March 31, 2018.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

**PARTICIPATING ADDENDUM
 Amendment One
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
 Computer Equipment
 Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
 Master Agreement No: MNWNC-102
 Apple Inc.
 (hereinafter "Contractor")
 And
 State of Nebraska
 (hereinafter "Participating State/Entity")**

Participating State Contract Number 14247 OC

Page 2 of 2

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

Participating State: State of Nebraska	Contractor: Apple Inc.
By: 	By: 
Name: Bo Botelho	Name: Rebecca Consolvo
Title: Materiel Administrator	Title: Manager, US Contract Operations
Date: 2/6/17	Date: 3/21/17

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14247 OC

PAGE 1 of 2	ORDER DATE 12/16/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 509537	
VENDOR ADDRESS: APPLE INC 12545 RIATA VISTA CIR AUSTIN TX 78727-6524	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 21, 2015 THROUGH MARCH 31, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-102

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Apple, Inc. NASPO ValuePoint website: <<http://www.apple.com/education/purchase/contracts/states/ne.html>>

The Apple, Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$20,000).

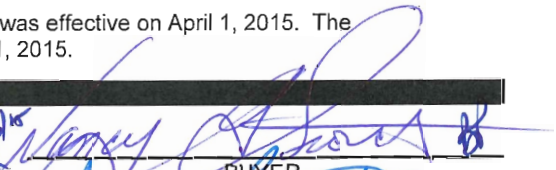

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14247 OC and the Apple, Inc. NASPO ValuePoint Master Agreement Number MNWNC-102.

Leasing by the State of Nebraska is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Apple, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO/ValuePoint/Apple, Inc. Participating Addendum became effective on December 21, 2015.

12/16/15
PK

BUYER

MATERIEL ADMINISTRATOR
12-16-15

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

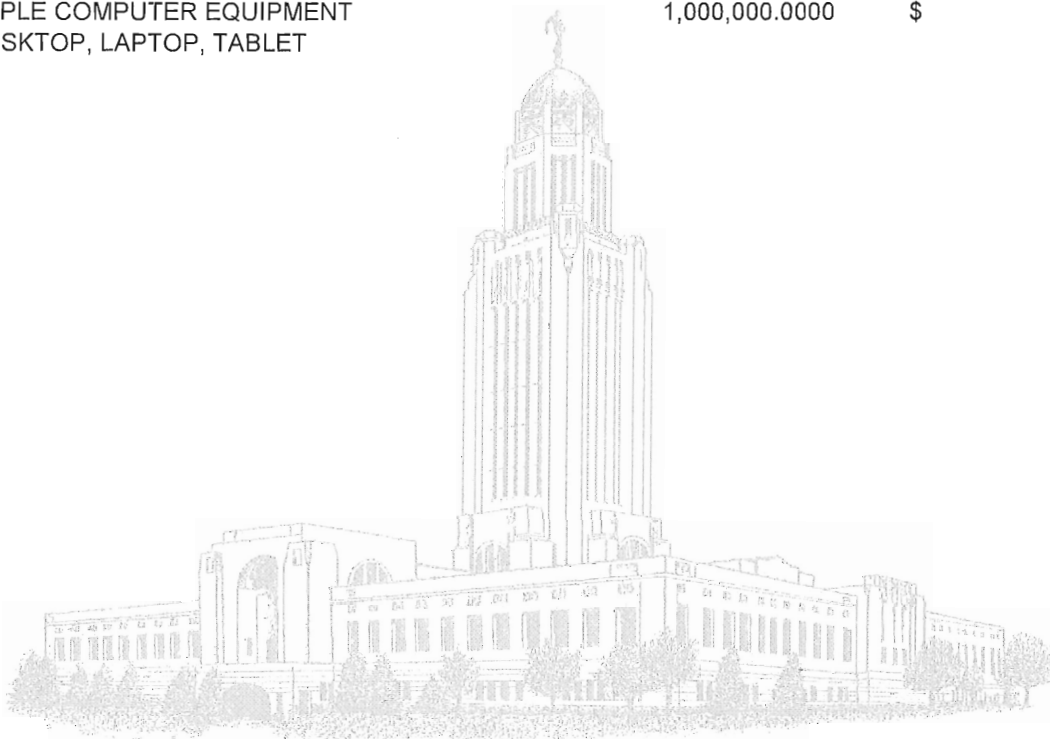
CONTRACT NUMBER
14247 OC

PAGE 2 of 2		ORDER DATE 12/16/15	
BUSINESS UNIT 9000		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 509537			

Vendor Contact: Ralph Wright
Phone: 512-415-6199
Email: ralph.wright@apple.com

(12/16/15 djo)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	APPLE COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	1,000,000.0000	\$	1.0000



BUYER INITIALS

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 1 of 15

1. Scope: This addendum covers the NASPO ValuePoint Computer Equipment contracts led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

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/entity 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.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity'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 Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation

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 this 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,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 2 of 15

including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor. The Contractor's end user license agreement and warranty agreement shall control use of the product. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

a. CONTRACT PERIOD

Upon mutual execution by the parties through March 31, 2017 with the option to extend the contract up to 36 months upon written agreement by both parties.

**b. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY
EMPLOYMENT / NONDISCRIMINATION**

The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor will comply with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract.

c. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, State, and federal laws, ordinances, rules, orders and regulations.

d. OWNERSHIP OF INFORMATION AND DATA

See Exhibit A, Terms and Conditions, Section B.30 of the WSCA-NASPO Master Agreement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 3 of 15

e. **INDEPENDENT CONTRACTOR**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment with Contractor (including without limit claims of discrimination against the Contractor, its officers or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

f. **CONTRACTOR RESPONSIBILITY**

The Contractor is solely responsible for fulfilling the Addendum, with responsibility for all services offered and products to be delivered as stated in the Addendum. The Contractor shall be the point of contact regarding all contractual matters. Nothing in this Participating Addendum shall obligate Contractor to be the sole point of contact for products that are not manufactured by Contractor.

Following execution of the contract, the Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel.

Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

g. **STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The Contractor shall not knowingly, at any time, recruit or employ any State employee or agent who is working with the Contractor in relation to this contract.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 4 of 15

h. **CONFLICT OF INTEREST**

The Contractor certifies that there does not now knowingly exist any relationship between the Contractor and any person or entity that is or gives the appearance of a conflict of interest related to this contract or project.

The Contractor certifies that it shall not knowingly take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Contractor certifies that it will not knowingly employ any individual known by Contractor to have a conflict of interest.

i. **ERRORS AND OMISSIONS**

The Contractor shall not take advantage of any errors and/or omissions in this contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

j. **ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska with Contractor's consent. There shall be no charge to the State for any assignment hereunder.

k. **ASSIGNMENT BY THE CONTRACTOR**

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party without the prior written consent of the State, which will not be unreasonably withheld. This clause shall not prohibit Contractor's use of Apple Authorized Service Providers, which can be found at <https://locate.apple.com>.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 5 of 15

1. **GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all applicable Nebraska statutory and regulatory law.

m. **ADVERTISING**

The Contractor and State agree not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from both parties.

n. **SITE RULES AND REGULATIONS**

The Contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

o. **EARLY TERMINATION**

See Exhibit A, Terms and Conditions B.6, Cancellation of the WSCA-NASPO Master Agreement.

p. **BREACH BY CONTRACTOR**

See Exhibit A, Terms and Conditions, B.9, Defaults & Remedies of the WSCA-NASPO Master Agreement.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 6 of 15

- q. **ASSURANCES BEFORE BREACH**
See Exhibit A. Terms and Conditions B.9, Defaults & Remedies of the WSCA-NASPO Master Agreement.
- r. **FORCE MAJEURE**
See Exhibit A. Terms and Conditions B.11, Force Majeure of the WSCA-NASPO Master Agreement.
- s. **PRODUCT DELIVERY**
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.
- The Contractor agrees to use commercially reasonable efforts to deliver Products to the State of Nebraska within thirty (30) days after acceptance of a valid Purchase Order.
- t. **PROHIBITION AGAINST ADVANCE PAYMENT**
Payments shall not be made until contractual deliverable(s) are received and accepted by the State, as defined in Section B.28 the Master Agreement.
- u. **PAYMENT**
Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments using a purchasing card may only be made by a political subdivision of the State of Nebraska authorized to use purchasing cards. Purchasing cards must be presented at the time the order is placed. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 7 of 15

electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the Contractor prior to receipt, and the Contractor hereby waives any claim or cause of action for any such services/goods.

v. **INVOICES**

Invoices for payments must be submitted by the Contractor to the agency requesting the services/goods with detail to support payment of those goods and/or services. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice other than amount due shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

w. **AUDIT TIME LIMITATIONS**

All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Addendum.

x. **TAXES**

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704.15. Exemption by statute precludes the furnishing of State exemption certificates.

y. **CHANGES IN SCOPE/CHANGE ORDERS**

Upon mutual written agreement, the State may, request changes within the general scope of the contract. Mutually agreed changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 8 of 15

The State may, at any time work is in progress, by written mutual consent, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. Changes in work and the amount of compensation to be paid to the Contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract.

z. LEASE AGREEMENTS

Only political subdivisions of the State are authorized to enter leases under this Participating Addendum.

aa. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any State or federal law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

bb. CONFIDENTIALITY: See Exhibit A, Terms and Conditions, B.7, Confidentiality, Non-Disclosure and Injunctive Relief of the WSCA-NASPO Master Agreement.

cc. LIMITATION OF LIABILITY

The State of Nebraska agrees to the terms and conditions of the Limitation of Liability as stated in the Master Agreement under Section 33. The Parties acknowledge that solely as it pertains to the State of Nebraska Participating Addendum, the maximum aggregate liability under this Participating Addendum shall not exceed ten million U.S. dollars 10,000,000 in the aggregate.

dd. INDEMNIFICATION

See Terms and Conditions, Section C 17, Indemnification of the WSCA-NASPO Master Agreement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 9 of 15

ee. **TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that Contractor comply with the changed standard at a cost mutually acceptable to the parties.

Notwithstanding the foregoing, compliance with the Nebraska Technology Access Standards shall be to the extent that compliance does not conflict with Contractor's security policies.

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/accessibility/resources/>.

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/accessibility/resources/>.

ff. **ANTITRUST**

See Terms and Conditions, Section B 4, Assignment of Antitrust Rights of the WSCA-NASPO Master Agreement.

gg. **TIME IS OF THE ESSENCE**

Time for delivery and payment is of the essence in this contract. See Section 4(i) (Product Delivery) for the timeframe of delivery and Section B 24 for the timeframe of payment.

hh. **DRUG POLICY**

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-102

Apple Inc.

(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 10 of 15

ii. **EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

jj. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or the State of Nebraska from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred in Nebraska. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred in Nebraska during the term of this contract.

kk. **POLITICAL SUB-DIVISIONS**

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts. If the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-102

Apple Inc.

(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 11 of 15

Participating Entity(s) are purchasing under this Participating Addendum, Contractor shall assume it has the right to do so.

II. **REPORTS**

The Contractor shall also provide via email to the State of Nebraska primary contact person quarterly utilization reports containing, at a minimum, the following information pertaining to State of Nebraska utilization:

- 1) Purchase order number;
- 2) Description;
- 3) Quantity; and
- 4) Invoice Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December	January 31
March	April 30
June	July 31
September	October 31

mm. **ADMINISTRATIVE FEE /REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one percent (1%) of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractor's NASPO ValuePoint pricing to the State of Nebraska shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the associated reporting schedule:

<u>Period End</u>	<u>Fee Due</u>
December	January 31
March	April 30

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 12 of 15

June
September

July 31
October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the Contractor's fiscal calendar. The report shall be in the format developed by the Lead State and as agreed to by both parties. The report will be provided in secure electronic format and/or submitted electronically via email to the State contact listed in the Addendum.

nn. **ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**

All Administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

oo. **SERVICES**

The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All 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 parties.

pp. **LICENSING**

Contractor's licensing terms accompanying any Apple Product shall control the use of the Apple Product.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 13 of 15

qq. **ACCEPTANCE TESTING**

Contractor shall provide certain Apple-branded hardware to a Participating Entity or Purchasing Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

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

Contractor

Name	Ralph Wright
Address	11921 Freedom Drive, Ste. 600 MS 188-RE Reston, VA 20191
Telephone	512-415-6199
E-mail	Ralph.wright@apple.com

Participating Entity

Name	Nancy Storant
Address	Nebraska Administrative Services Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	nancy.storant@nebraska.gov

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 14 of 15

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Any approved partners will be listed on the Contractor's State/Entity's website. This clause shall not prohibit Contractor's use of Apple Authorized Service Providers, which can be found at <https://locate.apple.com>.

7. 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 applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service 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 unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. 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 Participating Addendum or the Master Agreement (as negotiated). Any different or additional provisions in purchase orders, invoices or similar documents issued at any time (excluding Statements of Work) are hereby deemed refused and such refused provisions will be unenforceable. Except as otherwise provided in this Participating Addendum, no modification to this Participating Addendum or the Master Agreement (as negotiated) will be binding unless in writing and signed by an authorized representative of each party.


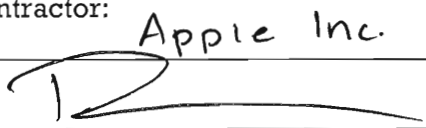
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
 Master Agreement No: MNWNC-102
 Apple Inc.
 (hereinafter "Contractor")
 And
 State of Nebraska
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14247 OC

Page 15 of 15

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

Participating State:	Contractor:
By: 	By:  Apple Inc.
Name: Marilyn Bottrell	Name: Rebecca Whittaker
Title: Materiel Administrator	Title: Manager, US Contract Operations
Date: 12-21-13	Date: 12/9/15

For questions on executing a participating addendum, please contact:
 NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]