

AMENDMENT NO. 4 TO CONTRACT 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 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-102, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment; 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 Contract Vendor in a fully executed amendment to the Contract.


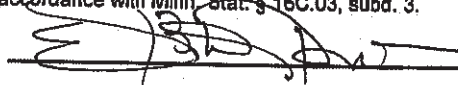

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

- 1. That Contract No. MNWNC-102 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, 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>By: <u></u> Signature</p> <p><u>JOHNNY MENDOZA</u> Printed Name</p> <p>Title: <u>PROJECT COORDINATOR</u></p> <p>Date: <u>11/18/19</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>By: <u></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>11/18/2019</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u></p> <p>Date: <u>11/19/2019</u></p>
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AMENDMENT NO. 3 TO CONTRACT 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 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-102, April 1, 2015, through March 31, 2019 ("Contract"), to provide Computer Equipment; 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 Contract Vendor in a fully executed amendment to the Contract.

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

1. That Contract No. MNWNC-102 is extended through March 31, 2020, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2019, 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.

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>By: <u>Vanessa Boenig</u> Signature</p> <p>Vanessa Boenig Printed Name</p> <p>Apple Inc. Manager, US Bids & Contract Operations Mgmt Title</p> <p>Date: <u>1-24-2019</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>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>1.25.2019</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u>Kia Xiang</u> Date: <u>1/25/2019</u></p>
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AMENDMENT NO. 2 TO CONTRACT 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 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-102, April 1, 2015, through March 31, 2018 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and 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 Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

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

- 1. That Contract No. MNWNC-102 is extended through March 31, 2019, at the same prices, terms, and conditions.
2. The following clause is hereby incorporated as the last clause of Exhibit A to the Notification of Award.

Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053). The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business.

This Amendment is effective beginning April 1, 2018, 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.

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: [Signature] Vanessa Boenig Title: Manager, US Bids & Contract Operations Mgmt Date: 1-4-2018
2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. By: [Signature] Bonnie Lundgren Title: Acquisition Management Specialist Date: 1/9/18
3. COMMISSIONER OF ADMINISTRATION Or delegated representative. By: [Signature] Andy Doran Date: 1/9/18



Certificate of Authority

I, Gene D. Levoff, Assistant Secretary of Apple Inc., a California corporation ("Apple"), do hereby certify that, pursuant to Apple's current Worldwide Signature Authority Policy For Sales Agreements, Vanessa Boenig, Senior Manager, in Bids and Contracts Management has authority to sign, on behalf of Apple, all bids and contracts for the sale or service of Apple products and the sale of Apple services to higher education, government, and commercial customers.

A handwritten signature in black ink, appearing to read "Gene D. Levoff", is written over a horizontal line.

Gene D. Levoff
Assistant Secretary

A handwritten date "1-4-2018" is written in black ink over a horizontal line.

Date

Apple
1 Infinite Loop
Cupertino, CA 95014

T 408 996-1010
F 408 996-0275
www.apple.com

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Apple Inc. Date December 20, 2017

Authorized Signature: *Karen Greene* Telephone number: 512-674-8754

Printed Name: Karen Greene Title: Senior Project Manager

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283

WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **APPLE INC** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **10/5/2017**

Certificate expiration date: **10/4/2021**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr

AMENDMENT NO. 1 TO CONTRACT 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 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-102, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and 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 Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

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

1. That Contract No. MNWNC-102 is extended through March 31, 2018, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2017, 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.

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>By: <u><i>Vanessa Boenig</i></u> Signature</p> <p>Printed Name <u>Vanessa Boenig</u></p> <p>Title: <u>Bids & Direct Operations Contracts Manager</u></p> <p>Date: <u>1/27/2017</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>By: <u><i>Andy Deen</i></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/1/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u><i>Lucas J. Junttila</i></u></p> <p>Date: <u>2/8/2017</u></p>
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Certificate of Authority

I, Charles N. Charnas, Associate General Counsel and Assistant Secretary of Apple Inc., a California corporation ("Apple"), do hereby certify that, pursuant to Apple's current Worldwide Signature Authority Policy For Sales Agreements, Vanessa Boenig, Contract & Bids Manager, in Sales and Contracts Management has authority to sign, on behalf of Apple, all bids and contracts for the sale or service of Apple products and the sale of Apple services to higher education, government, and commercial customers.

Charles N. Charnas

Charles N. Charnas
Associate General Counsel and
Assistant Secretary

1/27/2017

Date

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).


BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Apple Inc. Date January 24th, 2017
Authorized Signature:  Telephone number: 512-674-6505
Printed Name: Matt Baker Title: Sr. Project Manager, US Bids & Contracts

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>
Email: compliance.mdhr@state.mn.us

TC Metro: 651-539-1095 Toll Free: 800-657-3704
TTY: 651-296-1283



Minnesota Department of
HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

APPLE COMPUTER, INC. is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 9/4/2013 to 9/4/2017.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155
Tel 651.539.1100 • TTY 651.296.1283 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • www.humanrights.state.mn.us

Apple Inc. Contract Usage Instructions

Purchase Orders are direct from Apple Inc. For all Apple Inc. Purchase Orders please refer to the following link where you will find contact information, products, and pricing.

<https://www.apple.com/education/purchase/contracts/states/ct.html>

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, and Storage including Related
Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102

Apple Inc.
(hereinafter "Contractor")
and
The State of Connecticut, All Using State Agencies, Municipalities,
Political Subdivisions, Boards of Education and Not-for-Profit Organizations
(hereinafter "Participating State")
Contract No: 13PSX0280

1. Scope: This addendum ("Participating Addendum" or "Addendum") between the State of Connecticut as the Participating State and Apple Inc. as Contractor, allows for the purchase of the following: computer equipment: desktops, laptops, tablets, and related peripherals. The Master Agreement administered by the State of Minnesota and any Exhibits and amendments thereto ("Master Agreement") are expressly incorporated by reference herein. The Participating State hereby represents that those authorized purchasers who are executive agencies of Connecticut and other entities located in Connecticut which have been authorized by the State Chief Procurement Official of Connecticut may use this Participating Addendum for the purchase of products offered by Contractor.

This Participating Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to MASTER AGREEMENT TERMS AND CONDITIONS; B. WSCA-NASPO TERMS AND CONDITIONS, Section 6 Cancellation.

2. Participation: All entities located within the Participating State, including all State Agencies, Municipalities, Political Subdivisions, Boards of Education and Not-for-Profit Organizations (each such entity, an "Authorized Purchaser"), may order products in accordance with the terms and conditions of this Participating Addendum. By placing an order under this Participating Addendum, each Authorized Purchaser agrees to be bound by the terms and conditions of this Participating Addendum and the Master Agreement. For the purposes of such order, each Authorized Purchaser shall be responsible for its compliance with and breach(es) of such terms and conditions.

3. Order of Precedence:

- a. The Participating State's Participating Addendum. The Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Minnesota NASPO ValuePoint Master Agreement;
- b. The Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms and Conditions);
- c. The Solicitation including all Addendums; and
- d. Contractor 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 the Master Agreement are only those that are expressly accepted by the Lead State, in writing, and attached to the Master Agreement. No other terms and conditions apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Terms: The Participating State agrees to the terms of the Master Agreement only to the extent the terms do not violate sovereign immunity and do not conflict with applicable Connecticut state law.

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

Contractor

Name	Ralph Wright
Address	5505 W. Parmer Lane, Bldg 7, Austin, Texas 78727-6524
Telephone	(512) 674-7739
Fax	
E-mail	Ralph.wright@apple.com

Participating State

Name	Gregory Mooney
Address	450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Telephone	860-713-5755
Fax	
E-mail	Gregory.Mooney@ct.gov

6. Partner Utilization: No partners will be utilized by Contractor under this Addendum. Contractor may contract with an Apple Authorized Service Provider or professional services provider who may perform services on its behalf. The professional services provider shall be contractually obligated to comply with applicable state law. The Participating State reserves the right to remove a professional services provider for its failure to comply with applicable state law. All services provided shall be subject to the terms and conditions of the Master Agreement and a mutually agreed upon statement of work.

7. Orders: Any order placed by and shipped to the Participating State or Authorized Purchaser for products and/or services under this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order mutually agree in writing that another contract or agreement applies to such order.

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

9. 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>

10. 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>

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

12. Effective Date: This Participating Addendum is effective on the last date it is signed by both parties below and ends on the date of expiration or termination of the Master Agreement.

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

State of Connecticut	Apple Inc.
By: 	By: 
Name: <i>Devin Marquez</i>	Name: Vanessa Boenig
Title: <i>Manager Procurement Proj. & Services</i>	Title: Apple Inc.
Date: <i>5/9/2018</i>	Date: Manager, US Bids & Contract Operations Mgmt
	<i>5/9/2018</i>