

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://gsd.mt.gov/>

T.C. #: WSCA-TC-B27158
APPLE, INC.

WESTERN STATES CONTRACTING ALLIANCE

Title: COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES

CONTRACT TERM	FROM	May 6, 2010	CONTRACT STATUS	NEW (X)
	TO	August 31, 2012		RENEW ()
VENDOR ADDRESS	Apple, Inc. 1 Infinite Loop, 38-2CM Cupertino, CA95014		ORDER ADDRESS	See Participating Addendum
ATTN:	Michael Tallof			
PHONE:	408-974-3245			
FAX:	408-974-4908			
E-MAIL:	Taloff@apple.com			

REMARKS:

Current pricing is available at <http://www.mmd.admin.state.mn.us/wsca/wsca.htm> Click on the "2009-2014 Contracts" link at the top of the page. Then find the manufacturer you're looking for and click on their link for pricing and other specific information.

This contract is considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the WSCA named contract holder(s), unless an exception is granted by the State Procurement Bureau. The University System, at its discretion, has optional use of this contract.

This contract is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) shall not exceed \$300,000 each. Desktop per unit/configuration cost shall not exceed \$100,000. Printers of all types and monitors per unit/configuration costs shall not exceed \$50,000 each.

IFB/RFP No.: WSCA


 Robert Oliver, Contracts Officer

DATE: May 25, 2010

AUTHORIZED SIGNATURE

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014 COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES MASTER PRICE AGREEMENT NUMBERB 27158

Between

Apple Inc

[hereinafter "Contractor"]

and

STATE OF MONTANA

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

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1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by the Montana University System and all registered Montana Cooperative Purchasing Organizations only. State Agencies are not authorized to purchase under this Addendum. These entities have been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014.

2. Participation

Use of specific WSCA/NASPO cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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. Changes:

Additions:

Reporting and Fees: Contractor shall provide the State of Montana quarterly utilization reports for all purchasing activity during same period within this section. These reports shall be provided in the same format as submitted to WSCA/NASPO PC Contracts reporting person.

Access to Records: (a). Upon at least 60 days' notice prior written notice to Contractor, the Contractor shall provide during normal business hours the state Legislative Auditor or its authorized agents (collectively "Examiners") sufficient access to those records of Contractor required to made available by 18-1-118, MCA. The purpose of this access is to allow the Legislative Auditor to determine if the parties have complied with the terms of this Addendum.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

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(b). If Contractor believes that it will be disclosing confidential information to the Examiners, then the Contractor shall provide that information to the Examiners with an appropriate legend identifying the information as confidential, proprietary, or the like. In a letter accompanying delivery of the information, Contractor's legal counsel shall state that counsel believes the information is protected under Montana law. If Contractor does not physically mark the information with a confidential or proprietary or similar legend, then the Examiners have no obligation to keep the information confidential and may disclose the information without incurring any liability to Contractor.

(c). The Examiners or their legal counsel shall then make an independent determination whether the information is exempt from disclosure under Montana's laws (e.g. trade secret information or information involving individual or public safety). If the Examiners agree with Contractor regarding the confidentiality designation, then the Examiners shall protect that information as they do other confidential information in their possession. If a person requesting to review this confidential information files a court action to gain access to such information, then Contractor at its sole cost shall defend the action and pay any resulting judgment or attorney fees or costs awarded against the Contractor or the State. If the State and the Contractor disagree regarding the designation of confidential information, then the Examiners shall not disclose the information unless: (i) a person requests this information under Montana's public disclosure laws, or (ii) the Examiners determine they otherwise must disclose the information (e.g. to a legislative committee). In either case, the Examiners shall provide written notice (which in this case may be by fax, email or letter) to the Contractor of such public request or the Examiners' need to otherwise disclose the information. Contractor shall have 10 business days from receipt of the Examiners' written notice to seek at its sole cost judicial relief to protect the information. If the Contractor does not pursue such relief or the relief is not granted within the 10 business days, then the Examiners may disclose the information without incurring any liability to Contractor.

(d). Contractor shall not be required to furnish any records concerning any of its transactions with other parties, pricing offered to other parties, or any other materials not within the scope of 18-1-118, MCA.

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Compliance with Laws: The Contractor shall, in performance of work under this Addendum comply with the federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 to the extent they are applicable to the Services required of Contractor under this Addendum. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform under this Addendum will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under this Addendum."

Technology Access for Blind or Visually Impaired: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of this equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA).

Compliance with State Plans: The Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard, on the condition that Customer first conducts a review of the Contractor's activities that are alleged to be non-compliant, as required by Section 2-17-514(2) of the Montana Code Annotated, and the parties agree to first work together to modify the non-compliance plan(s) or draft new plan(s) that are compliant. If these efforts are unsuccessful, Customer retains the statutory right to cancel this Addendum.

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4. Lease Agreements

Leasing of covered equipment is authorized under this Addendum. The purchasing entity is responsible for reviewing any lease agreement prior to entering said agreement.

5. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Bernadette Kopischke
112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Michael Taloff
1 Infinite Loop, MS 90-2CM, Cupertino, CA 95014
Telephone: 408-974-3245
Fax: 408-974-4908
E-mail: Taloff@apple.com

Participating State

Robert Oliver
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
Phone: (406) 444-0110

PARTICIPATING ADDENDUM

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Fax: (406) 444-2529

E-mail: roliver@mt.gov

6. Servicing Subcontractors:

Apple may utilize all Contractor authorized business partners in the state of Montana to perform services.

All orders are to be issued directly to:

Apple Inc
12545 Riata Vista Circle, MS 198-3ED
Austin, TX 78727
Fax: 800-490-0325

And all payments are to be issued to:

Apple Inc
PO Box 84095
Dallas, TX 75284

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number WSCA-TC-B27158 and the Master Price Agreement Number B27158.

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8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when Contractor is notified by purchasing entity that a specific purchase or purchases are being made with ARRA funds, Contractor shall comply with the reporting requirements currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Purchasing entity is responsible for informing Contractor as soon as the purchasing entity is aware that ARRA funds are being used for a purchase or purchases. Contractor shall provide the required report to the purchasing entity with the invoice presented to the purchasing entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master 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.

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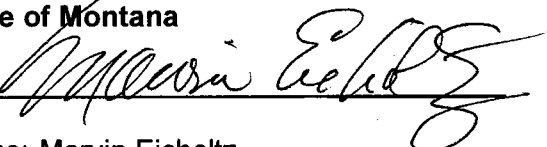
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.


State of Montana

By: 

Name: Marvin Eicholtz

Title: Administrator, General Services Division

Date: 5/6/10

 for 5/4/2010
Date

Dick Clark, CIO
State of Montana

APPLE, Inc.

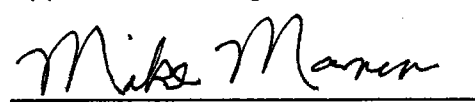
By: 

Name: Stephen Stavos

Title: Sr. Mgr. Contracts

Date: 4/28/10

Approved as to Legal Content:

 4/29/10
Date

Mike Manion, Chief Legal Counsel
Department of Administration