

204N – Apple Computer Equipment, Peripherals, and Related Services Contract

Term Contract:	204N
Effective Dates:	February 1, 2024 through June 30, 2027
Renewal Options:	One (1) additional one year renewal option
NASPO ValuePoint Master Price Agreement:	Apple - NASPO ValuePoint Master Agreement 23003
Participating Addendum:	NC Participating Addendum to 23003
Administrator:	Debbie Patterson
Email:	debbie.patterson@nc.gov
Phone:	919-754-6619

Scope

This contract **includes** Microcomputers as defined below:

- **Desktop Units** – Personal Computers intended for regular use at a single location, includes Desktops, Workstations, and All-in-Ones.
- **Laptop Units** – Personal Computers intended for mobile use, includes Notebooks and 2-in1 Laptop/Tablet computers.
- **Tablet Units** – Mobile Computer that provides a touchscreen as the primary means of controls, includes iPads, etc.
- **Software** - Software is restricted to operating systems, Apple branded commercial off-the-shelf (COTS) software, or any Third-Party applications that come pre-loaded as standard on Apple Products. Any software purchased must be related to the procurement of equipment.
- **Peripheral Options** - Peripherals means any hardware product that can attach to, work with, and be supported by, the Desktops, Laptops, or Tablets in scope of the contract, and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals may be manufactured by a third party; however, executive branch State agencies shall not purchase any peripherals manufactured by another contractor holding a contract with the State without the approval of the NCDIT Chief IT Procurement Officer. Peripherals considered within the scope of this Participating Addendum include, but are not limited to, monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc.

For State Agencies as defined in N.C.G.S. §147-33.81 and subject to N.C.G.S. §147.33.95, Peripheral purchases shall not exceed **\$25,000.00** when procured separately from associated Apple Products.

- **Services** – Standard Price-listed Service, Support, and/or Training Products sold under the Apple Inc. brand name. Services must be related to the procurement of equipment.

This contract **does not include** the following products:

- Commercial Mobile Radio Services or “CMRS” devices such as the iPhone
- Wireless Phone and Internet Services.
- Digital Projectors
- Servers
- Mass Storage except standard internal or external system hard drives.
- Networking Hardware (e.g. Hubs, Routers, and Switches) except for Network Interface Cards (NIC) and cables necessary to attach a personal computer to a network.
- Printers, Copiers, and Related Peripheral Components
- Software (other than operating systems, Apple branded commercial off-the-shelf (COTS) software, or any Third-Party applications that come pre-loaded as standard on Apple Products).
- Uninterruptible Power Systems (UPS) and Surge Protectors
- IT Temporary Professional Services
- Audio Visual Products such as Digital Cameras, Televisions, and Whiteboards.

This contract is a **CONVENIENCE** Statewide TERM Contract for the use of **Executive Branch State Governmental Agencies** and **non-State Agencies** as permitted by law. Non-State Agencies presently include the **North Carolina University System** and its member campuses, **Instructional components of the Department of Public Instruction, Instructional components of the Department of Community Colleges,** as well as **Local** (Municipal and County) **Governments.**

There is no minimum order size or spending limit on this contract.

Apple’s authorized resellers may offer prices lower than those offered by Apple under this contract. Non-Academic Entities including State Agencies and Local Governments are encouraged to obtain price quotes from alternate sources for Apple products and to use the best available pricing. Entities must follow their normal procurement rules when not using this contract.

Agencies with the need to acquire equipment not covered by this contract are required to comply with IT Procurement Rules, Policies and Procedures.

Abnormal Quantity

There is **no** Abnormal Quantity amount for this contract. Per the terms and conditions of the NASPO ValuePoint Master Agreement 23003, **per unit** configuration costs for Desktop, Laptops, and Tablets should not exceed **\$15,000**.

Vendor	
Apple Inc.	<u>Quote Requests for Higher Education</u> Paul Petrogeorge, Inside Account Executive Phone: 919-902-9190 Email: Paulpetro@apple.com

Transportation Charges

FOB – Destination

Freight, handling and distribution charges are included in the price of each item. **If Agency has any special delivery requirements, the Agency must contact Vendor in advance of purchase order issuance to determine if any additional shipping charges apply.**

Delivery

Vendor shall make commercially reasonable efforts to promptly notify the Agency listed on the purchase order, upon determining that a purchase order will not ship within **thirty (30) calendar days** of receipt, provided the Agency has provided a contact email address and/or phone number on the purchase order. The notification should indicate the anticipated delivery date.

Return of Merchandise

Vendor does not generally accept unopened, stock balance returns. Agency must contact Vendor directly to request approval to return product. Vendor shall not charge any restocking fee for unopened hardware that is **mutually agreed** to be returned within fourteen (14) days of delivery.

Warranty

Apple warrants the Apple-branded hardware product and accessories contained in the original packaging ("Apple Product") against defects in materials and workmanship when used normally in accordance with Apple's published guidelines for the "Limited Warranty" period associated with the product. Any Third Party options/accessories are subject to the applicable manufacturer's warranty.

Extended Warranties/Service Options

Extended warranty/service options to include quicker resolution of hardware problems and after hour support may be offered. Agencies may elect to enroll in one or more extended service options offered by issuing appropriate Purchase Order for said option. Any Extended Warranty/Service agreements shall be subject to the terms of this contract.

Taxes

Prices do not include North Carolina sales or use taxes.

Value Added Services

Apple Value Added Services under the contract may include:

- **Professional Learning:** Taught by educators for educators, Apple Professional Learning offers different workshops designed to teach core skills and integrate Apple Products into curriculums. Workshops are conducted at institutions, Apple hosted destinations, or online via iTunes U.
- **Setup Services:** Technician Level Services associated directly with a purchase of Apple Products such as unpacking, set-up, imaging, asset tagging, etc.
- **Integration Services:** Collaboration services to architect an integration – provide client management, directory services, Open Directory, iTunes U, and customize the experience with ample knowledge transfer.
- **Deployment Services:** Collaboration services to coordinate pre-deployment activities – imaging, staging, project scope, scheduling, and communications – through deployment risk mitigation and post deployment activities that ensure success.

Acquisition of such services shall be subject to the NC Participating Addendum and the Master Agreement, and to other and additional mutually agreed upon terms as may be required by the Purchasing Entity or Vendor. Services shall be described in a SOW, which may include specific terms detailing the services, the time for performance, the payment amounts and contingencies for payment, acceptance provisions, test or other verification against specifications and SOW details, and such other terms as may be necessary or proper for the Purchasing Entity's needs. **All SOWs for State agencies are subject to the approval of the NCDIT Chief IT Procurement Officer.**

Amendments

2025-04-15: NASPO & Apple amended and extended the contract through June 30, 2026 (Amendment 1).

2026-02-10: Updated Apple Higher Education contact information. NASPO & Apple amended and extended the contract through June 30, 2027 (Amendment 2)