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

Term Contract: 204N

Effective Dates: December 8, 2015 through July 31, 2021

NASPO Valuepoint Master

Price Agreement MNWNC-102:

NASPO Valuepoint Master Agreement MNWNC-102

Participating Addendum: NC Participating Addendum to MNWNC-102

Administrator: Debbie Patterson

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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, Ultrabooks, 2-in1 Laptop/Tablet computers.
- Tablet Units Mobile Computer that provides a touchscreen as the primary means of controls, includes iPads, iPods, etc.
- Peripheral Options Any hardware product that can be attached to, added within, and be supported by, the Desktop Units, the Laptop Units, the Tablet Units, 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 include, but are not limited to, monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc. Executive Branch State agencies shall not purchase any peripherals manufactured by another contractor holding a contract with the State without the approval of the DIT Chief Procurement Officer.

Peripheral Component purchases shall not exceed **\$5000.00** when procured separately from associated Apple Products.

• **Services** – Standard Price-listed Service, Support, and/or Training Products sold under the Apple Inc. brand name.

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

- Commercial Mobile Radio Services or "CMRS" devices such as the iPhone.
- Copiers
- Digital Projectors
- 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 and Printer Peripheral Components
- Software (other than Apple Branded 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
- Web Based Training 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.**

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.

PLEASE NOTE: ALL EXECUTIVE BRANCH STATE GOVERNMENT AGENCIES ARE REQUIRED TO SUBMIT ANY AND ALL PURCHASE REQUESTS UNDER THIS CONTRACT TO THE STATEWIDE IT PROCUREMENT OFFICE FOR REVIEW PRIOR TO ORDERING.

All other entities (Community Colleges, Universities, K-12 Schools, and Local Governments) do not have to submit their requests to the Statewide IT Procurement Office for review at this time.

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

Pricing, Ordering, and Vendor Contact Information

To obtain pricing, click on the appropriate vendor link provided or contact vendor directly per the information listed below

Vendor

Apple Inc.

https://ecommerce.appl e.com/asb2b/public.do? language=en&country= us&segment=GOV-NATFED&subsegment= WSCA

(above link will take you to Apple NASPO State & Local Govt. Store)

STATE AND LOCAL GOVERNMENT

<u>PLEASE NOTE:</u> All Purchase Orders sent via E-Procurement, Email, Fax, or Mail must reference NC STC 204N).

Send State and Local Government Orders To:

Apple Inc.

Attn: NC STC 204N 12545 Riata Vista Circle MS 186-ENT

Austin, TX 78727

Email: govorders@apple.com **Fax:** 855-438-0486

State and Local Government Quote Requests:

Phone: 800-793-9378

Email: <u>sales_administration@apple.com</u>

Apple Inc.

https://ecommerce.appl e.com/asb2b/public.do? language=en&country= us&segment=EDU-K12&subsegment=WSC

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(above link will take you to Apple NASPO Education Store)

K-12 AND HIGHER EDUCATION

<u>PLEASE NOTE:</u> All Purchase Orders sent via E-Procurement, Email, Fax, or Mail must reference NC STC 204N).

Send K-12 and High Education Orders To:

Apple Inc.

Attn: NC STC 204N 12545 Riata Vista Circle MS 186-ED

Austin, TX 78727

Email: institutionorders@apple.com

Fax: 800-590-0325

K-12 and Higher Education Quote Requests:

Phone: 800-800-2775

Email: sales administration@apple.com

Abnormal Quantity

There is <u>no</u> Abnormal Quantity amount for this contract. Per the terms and conditions of the NASPO Valuepoint Master Agreement MNWNC-102, **per unit** configuration costs for and Desktop and Laptops should not exceed **\$10,000** and the **per unit** configuration costs for Tablets should not exceed \$5,000.

Transportation Charges

FOB – Destination

Freight, handling and distribution charges are included in the price of each item.

<u>Delivery</u>

Vendor commercially reasonable efforts to complete delivery, and installation if applicable, within **thirty (30)** consecutive calendar days after receipt of purchase order. Specific delivery instructions must be included on each Agency's Purchase Order.

Return of Merchandise

Vendors 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 thirty (30) 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 Development:** Taught by educators for educators, Apple Professional Development 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 this Addendum and the Master Agreement, and to other and additional mutually agreed upon terms as may be required by the Eligible Purchaser or Vendor. Services shall be described in a Statement of Work ("SOW"), which shall 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 Eligible Purchaser's needs. All SOWs for Executive Branch State agencies are subject to the approval of the DIT Chief Procurement Official.

Amendments

February 21, 2017 – Contract extended through March 31, 2018 by NASPO January 22, 2018 - Contract extended through March 31, 2019 by NASPO February 1, 2019 – Contract extended through March 31, 2020 by NASPO November 26, 2019 – Contract extended through July 31, 2021 by NASPO