

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota

MASTER AGREEMENT

Master Agreement No: MNWNC-102

Apple Inc.

And

State of Oklahoma by and through the Office of Management and Enterprise Services

THIS PARTICIPATING ADDENDUM (this "Addendum") is entered into effective as of October __, 2015 (the "Effective Date") by and between the State of Oklahoma through the Office of Management and Enterprise Services (the "State of Oklahoma" or "Participating State") and Apple Inc. ("Contractor"). The State of Oklahoma and Contractor are sometimes collectively referred to herein as the "Parties". Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Master Agreement (as negotiated) among the State of Minnesota ("Lead State"), Contractor and those states entering into a Participating Addendum thereto (the "Master Agreement").

WHEREAS, the Master Agreement is further identified as Master Agreement No. MNWNC-102 and is effective April 1, 2015 through March 31, 2017 (the Effective Date through March 31, 2017, is referred to herein as the "Effective Period");

WHEREAS, the Master Agreement contemplates that all authorized entities in any state are welcome to use the Master Agreement through WSCA-NASPO Cooperative Procurement Program (WSCA-NASPO) with the approval of such state's chief procurement official and provides that any such state reserves the right to add state-specific terms and conditions and modify the scope of the contract in such state's Participating Addendum as allowed by the Master Agreement; and

WHEREAS, this Addendum is the State of Oklahoma's Participating Addendum contemplated by the Master Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope: This Addendum allows for the purchase of the following Computer Equipment/Services: Any and all Products and Services led by the Lead State along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State that are authorized by that state's statutes to utilize state contracts, and which receive 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, and the Master Agreement identifies the bands awarded to the Contractor, (Band 1: Desktop, Band 2: Laptop and Band 3: Tablet). The configuration limits and restrictions for the Master Agreement are provided with the Participating State in this Participating Addendum. 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 contracts are subject to the prior approval of the respective state chief procurement official. Notwithstanding anything to the contrary in the Master Agreement, all issues of interpretation and eligibility for participation are solely within the authority

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of the state's chief procurement official.

2. Participating State's Modifications and Additions to the Master Agreement:

Master Agreement Terms and Conditions, Section A. General Terms, Conditions & Instructions, Sub-section 15. Notices is hereby modified to add the following provision:

If a party is to give notice under the Participating Addendum, all notices shall be addressed as follows:

If sent to the State of Oklahoma:

James L. Reese, II
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

A. Administrative Fees

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 1. Administrative Fees is hereby modified to add the following provision:

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. The "Contract Usage Report" shall include the following: (i) the applicable State contract number, (ii) the report amount(s), (iii) the reporting period covered and (iv) the applicable State agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless of whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods shall be as follows:

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January through March, due April 30
April through June, due July 31
July through September, due October 31
October through December, due January 31

All Contract Usage Reports shall be delivered to:
E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one half of one percent (.5%) on all sales transacted by any Purchasing Entity under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum provided that Contractor has been provided notice and a thirty (30) day good faith opportunity to cure such delay or failure. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to Oklahoma-based Purchasing Entities..

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES per the due dates in Section A.c. above.

Contractor agrees to notify OMES ISD Procurement via the email address set forth above twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:
Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105

B. Assignment/Subcontract

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 5. Assignment/Subcontract is hereby modified to add the following provision:

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For Oklahoma-based Purchasing Entities, Contractor shall provide written notice of any proposed assignment, subcontract, transfer, sublet, or delegation to the State of Oklahoma under the notice provisions contained herein (the "Notice"). The Notice shall include (i) the entity name, (ii) to the extent applicable, the employee name(s), and (iii) the nature of the products or services to be provided and/or performed by the proposed assignee, delegate, sublessee or subcontractor. Contractor shall not assign, sell, transfer, subcontract, or sublet rights, or delegate responsibilities under the Participating Addendum without prior written approval of the State of Oklahoma. Purchasing Entity reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance or misconduct, or for other similar reasons. Notwithstanding anything to the contrary herein, if Contractor is permitted to utilize subcontractors in support of this Master Agreement, Contractor shall remain solely responsible for its obligations under the terms of this Master Agreement and for its acts and omissions and those of its agents, employees and permitted subcontractors.

Each state represented by NASPO ValuePoint participating in the Master Agreement independently has 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 this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the Master Agreement. No partners will be utilized by Contractor under this Addendum. In the event Contractor elects to add partners, Contractor will receive written approval from the State of Oklahoma for such partners. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf. A list of Apple Authorized Service Providers can be found at: <https://locate.apple.com>.

C. Cancellation for Non-appropriation of Funds

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 6. Cancellation is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide fifteen (15) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, the non-appropriation of funds shall not relieve any Purchasing Entity, including but not limited to a State agency, of payment obligations for any customized Products

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ordered (once customized), Products delivered and accepted (Acceptance shall be interpreted pursuant to the terms of the Master Agreement, Exhibit B, Section 28) or Services rendered. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order (except as indicated above), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

D. Delivery

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 10. Delivery is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Contractor acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

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.

E. Force Majeure

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 11. Force Majeure is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities as well as Contractor's obligations thereto, for the avoidance of doubt, the definition of Force Majeure shall not include, or be related to, but could cause the following occurrences:

- a. Late delivery of equipment, supplies, or materials or any oversold condition of the market; or

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- b. Inability of either the Contractor or approved subcontractor to acquire or maintain any required insurance, bond, license, or permit.

If any party is delayed by an event of Force Majeure, said party shall promptly provide written notice of the onset of such event to the other party. The party claiming delay and/or non-performance due to such event of Force Majeure shall use its best efforts to continue performance to the extent possible during such event and shall resume full performance as soon as reasonably practicable.

F. Governing Law

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 12. Governing Law is hereby modified to add the following provision:

The Parties agree that this Addendum is subject to Oklahoma State law. Oklahoma agrees to the terms and conditions of the Master Agreement (as negotiated) only to the extent the terms and conditions are not in conflict with this Participating Addendum, applicable State law, or both.

With respect to Oklahoma-based transactions and Oklahoma-based Purchasing Entities, any claims, disputes, or litigation relating to or arising out of the Master Agreement or Purchasing Addendum or any other document directly related thereto (collectively, the "Contract Documents"), or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

Venue for any action, claim, dispute, or litigation relating in any way to or arising out of the Contract Documents shall be in Oklahoma County, Oklahoma.

G. Laws and Regulations

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 18. Laws and Regulations is hereby modified to add the following provision:

For Oklahoma-based transactions and Oklahoma-based Purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws and rules that are expressly applicable to Contractor's delivery of products and/or

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services under the Participating Addendum and this Master Agreement including:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375; and
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1352 and as implemented at 45 C.F.R. part 93.

Contractor shall, at all times during the Effective Period, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise- and/or other business-tax payments to the State of Oklahoma, as applicable.

H. Payment

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 24. Payment is hereby modified to add the following provision:

Provided Participating Entity or Purchasing Entity is qualified for credit, which may be reviewed periodically by Contractor, payment is due no later than net 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order. As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Any applicable late fees or interest shall be incurred after forty-five (45) days of nonpayment and when applicable, shall be paid in accordance with Oklahoma law. A Purchasing Entity shall be deemed in default of this Participating Addendum if payment is provided after forty-five (45) days.

I. Records Administration and Audit

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 26. Records Administration and Audit is hereby modified to add the following provision:

With respect to Oklahoma-based transactions and Oklahoma-based Purchasing Entities,

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Contractor is required to maintain or supervise the maintenance of applicable purchase orders and invoices necessary to properly account for Contractor's performance directly related to payments made by a Purchasing or Participating Entity relative to this Master Agreement and the Participating Addendum for the duration of five (5) years from the invoice date of the transaction under this Participating Addendum. Contractor will use commercially reasonable efforts to provide the aforementioned documents for two (2) years beyond the five (5) years referenced above.

J. Title of Product

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 30. Title of Product is hereby modified to add:

Purchasing Entity or Participating Entity shall not jointly develop any "Contract Vendor Information" as defined in the Master Agreement, under this Participating Addendum.

K. Warranty

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 32. Warranty is hereby modified to add the following provisions:

For the avoidance of doubt, the Limited Warranty referenced herein means Contractor's Limited Warranty is available at: <http://www.apple.com/legal/warranty/>.

L. Accessibility Standards

Master Agreement Terms and Conditions, Section C. Minnesota Terms and Conditions, Sub-section 2. Accessibility Standards is hereby replaced with the following provision:

For Oklahoma-based Purchasing Entities, Contractor's VPATs state the degree to which they comply with applicable federal and State laws, rules and regulations related to information technology accessibility, as applicable to Contractor Vendor as the provider of information technology products and services under the Participating Addendum and this Master Agreement. Contractor's VPAT can be located at the following address: <http://www.apple.com/accessibility/resources/>. Notwithstanding anything to the contrary, nothing in this Participating Addendum shall obligate Contractor to develop new products specifically for the use of Oklahoma-based Purchasing Entities.

M. Indemnification

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Master Agreement Terms and Conditions, Section C. Minnesota Terms and Conditions, Sub-section 17. Indemnification is hereby modified to add the following statement:

If indemnification is sought (pursuant to the terms of the Master Agreement, Section C. Minnesota Terms and Conditions, Sub-section 17), Contractor shall keep the Oklahoma Attorney General apprised of the status of any settlement negotiations.

N. Limitation of Liability

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 33. Limitation of Liability is hereby modified to add the following statement:

The Parties acknowledge that solely as it pertains to the State of Oklahoma's Participating Addendum, the maximum limitation of liability under this Participating Addendum shall not exceed ten million U.S. dollars 10,000,000 in the aggregate.

O. Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 13. Foreign Outsourcing of Work is hereby modified to add the following provision:

Contractor shall not store, access or process data belonging to Oklahoma-based Purchasing Entities outside of the United States of America without the prior written approval of the Participating State, which approval may be given or withheld at the sole and absolute discretion of the Participating State, but which shall not be unreasonably withheld. The Parties agree and acknowledge that commercial services (including, but not limited to iTunes and iCloud services) are excluded from the scope of this Participating Addendum. For the avoidance of doubt, the Parties assume that Participating Entity's users will not travel outside the United States of America with any Products purchased under this Participating Addendum.

P. Definitions

Master Agreement Terms and Conditions Exhibit G. Definitions is hereby modified to add the following paragraph to the end of the definition of "Purchasing Entity":

With respect to the State of Oklahoma, the defined term "Purchasing Entity" shall include the State of Oklahoma and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political

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subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

Q. Primary Contacts

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

<u>Contractor</u>	
Name	Ralph Wright
Address	12545 Riata Vista Circle, Austin, TX 78727
Telephone	512-415-6199
Fax	N/A
E-mail	ralph.wright@apple.com

Sales order contact:

-By Phone

Education K12 and HiEd:

1-800-800-2775

1-800-590-0325 (FAX)

State and Local Government:

1-800-793-9378

1-855-438-0486 (FAX)

-By Email (Submit Purchase Orders Only)

institutionorders@apple.com (Education)

govorders@apple.com (Government)

Participating Entity:

Name	IT Statewide Initiatives Lead
Address	5005 N. Lincoln Blvd. Ste.200, Oklahoma City, OK 73105
Telephone	405-521-4772
Fax	N/A
E-mail	purchasing@omes.ok.gov

R. Orders

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Any order placed by and shipped to a Participating State or any Purchasing Entity for a product and/or service available through the 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.

S. Leasing

The Parties acknowledge and agree that (i) the Master Agreement provides that Participating State may enter into lease agreements if it has the authority to do so; and (ii) Participating State and Contractor reserve the right, but have no obligation, to lease equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties.

T. Services

The terms of the Master Agreement as modified by this Participating Addendum 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:

- a. "Service Descriptions" used to describe any services purchased by an entity; or
- b. Any mutually agreed upon "Statement of Work" ("SOW") executed by the Parties.

U. Acceptance Testing

As it applies to Section 28 of the Master Agreement Terms and Conditions, B, WSCA-NASPO Terms and Conditions, Contractor shall make available to the Participating Entity or Purchasing Entity a process by which the Participating Entity or Purchasing Entity can evaluate and test certain Contractor-branded hardware. Any Acceptance Testing of this type shall be pursuant to the terms and conditions of the Contractor Equipment Loan Agreement which will be provided by the Contractor upon request, prior to Participating Entity or Purchasing Entity placing an order.

V. Entire Agreement; Modifications.

Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable except as modified by the Parties in writing. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

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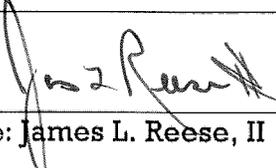
[Signature Page Follows]

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

Participating State:	Contractor:
By: 	By: 
Name: James L. Reese, II	Name: Rebecca Whittaker
Title: Chief Information Officer	Title: Manager, US Contract Operations
Date: 10-19-15	Date: 10/15/15

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]**