

## For Apple Subcontractors

These provisions are incorporated into any and all agreements currently existing between Apple Inc and Provider. By entering into an agreement with Apple Inc, and continuing to perform thereunder, Provider acknowledges and consents to the applicable provisions contained herein. It is the sole responsibility of Provider to comply with the appropriate requirements. Provider agrees to indemnify and hold harmless Apple for failure to comply with any obligations in these provisions. If you have any questions or concerns, please send an email detailing your concern to [contracts@apple.com](mailto:contracts@apple.com).

### Applicable Law:

Provider is solely responsible and liable for complying with any and all applicable local, state or federal laws, including background check requirements, finger printing obligations, and any security measures or requirements necessary to visit a public school campus or public school district property. Provider agrees to stay up-to-date on and will comply with any and all applicable law changes or school district policy changes, and will ensure that all of its employees are familiar with any and all requirements necessary to visit a particular public school campus or public school property.

### Federal Provisions:

- (a) The Provider certifies to the best of his or her knowledge and belief that:
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) The language of this certification shall be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (b) Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
- (c) **As applicable, Provider shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to disability or protected veteran status.**

## **State-specific provisions:**

The following provisions are required by each State listed here and Provider agrees to comply with the following legal and statutory requirements.

### **Alabama**

#### **Affidavit of Alabama Immigration Compliance**

Providers performing work or providing services in the state of Alabama are in compliance with Alabama Immigration law. The Affidavit of Alabama Immigration Compliance must be signed, notarized and returned. A PDF of the required affidavit is available at <http://images.apple.com/legal/docs/al-subcontractor-affidavit.pdf>

#### **Alabama Immigration Law Compliance**

Provider agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in the State of Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Provider shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Provider's hiring practices to execute an affidavit to this effect on the form supplied by the applicable educational institution and return the same to such institution. Provider shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the applicable educational institution may require to confirm Provider's enrollment in the E-Verify Program. Provider agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the contracted project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Provider receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the applicable educational institution and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Provider shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Provider violates any term of this provision, the related contract will be subject to immediate termination by the applicable educational institution. To the fullest extent permitted by law, Provider shall defend, indemnify and hold harmless the applicable educational institution from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Provider's failure to fulfill its obligations contained in this paragraph.

### **Arizona**

#### **Records and Audit**

In accordance with A.R.S. § 35-214, Provider shall retain all data, book and other records ("records") relating to the Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Provider shall produce the original of any or all such records.

#### **Insurance**

Prior to commencing any work, any Provider shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. Provider will

provide proof of worker's compensation insurance, which waives all subrogation rights against the prime contractor and Member.

## **Connecticut**

### **State of CT Non-Discrimination Provision**

(1) Provider agrees and warrants that in the performance of the applicable contract such Provider will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Provider that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Provider further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Provider that such disability prevents performance of the work involved; (2) Provider agrees, in all solicitations or advertisements for employees placed by or on behalf of Provider, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) Provider agrees to provide each labor union or representative of workers with which Provider has a collective bargaining Agreement or other contract or understanding and each vendor with which Provider has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Provider's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Provider agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a- 56, 46a- 68e, 46a-68f, and 46a-86; and (5) Provider agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Provider as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, Provider agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(1) Provider agrees and warrants that in the performance of the applicable contract such Provider will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Provider agrees to provide each labor union or representative of workers with which such Provider has a collective bargaining Agreement or other contract or understanding and each vendor with which such Provider has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of Provider's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Provider agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) Provider agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Provider which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

### **Affirmation of Receipt of State Ethics Law Summary**

Provider performing work or providing services in the state of Connecticut must review and comply with CT State Ethics Law. Providers must provide an Affirmation of Receipt of State Ethics Laws. A PDF of the required

affirmation document is available at <http://images.apple.com/legal/docs/et-ethics-affirmation.pdf>

## **Florida**

### **Employment Eligibility Verification**

Provider understands and agrees to comply with the provisions of Section 448.095, Florida Statutes. Provider certifies that it is registered with and uses the E-Verify system, and will continue to use the E-Verify system, to verify the work authorization status of all new employees of Provider.

Provider will provide to Apple, including within 48 hours of Apple's request, a written affidavit stating: "Provider certifies to Apple that Provider does not employ, contract with, or subcontract with an unauthorized alien."

## **Georgia**

### **Drug Free Workplace:**

Provider agrees that it will provide a drug-free workplace for its employees by complying with the provisions of paragraphs (1), (2), (3), (4), and (6) of Georgia Code Section 50-24-3, subsection (b) and by notifying Apple of any criminal drug statute conviction for a violation occurring in the workplace involving the Provider or its employees within five days of receiving notice of the conviction.

Provider will provide to Apple, including within 48 hours of Apple's request, a signed written certification stating: "As part of the Agreement, Provider certifies to Apple that a drug-free workplace will be provided for Provider's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Georgia Code Section 50-24-3."

### **E-Verification:**

Provider will provide to Apple, including with 48 hours of Apple's request, a written affidavit attesting to the same information provided in subparagraphs (A), (B), and (C) of Georgia Code Section 13-10-91 (b), a template form of which can be found at <https://www.audits2.ga.gov/resources/other/immigration/>.

## **Illinois**

### **Certification regarding Lobbying—Contracts, Grants, Loans and Cooperative Agreements**

The Provider certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was

made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Provider agrees and warrants it shall submit all necessary certifications to the relevant authorities as required by Section 1352, title 31, U.S. Code.

### **Indiana**

Provider agrees to comply with Indiana Code 22-5-1.7-11-13 and will use the E-Verify system when delivering services to the governmental entities. Provider subcontractors shall not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.

### **Los Angeles Unified School District**

If Provider is performing work or providing services for the Los Angeles Unified School District ("LA District"), Provider must complete a Certification of Compliance to Los Angeles Unified School District Code of Conduct. A PDF of the required document is available at <http://images.apple.com/legal/docs/lausdcertification.pdf>.

### **Standards of Performance**

Provider agrees to perform in accordance with the requirements of the applicable contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing work of a similar nature.

### **Vehicle Safety and Security**

Provider's personnel operating vehicles on LA District property shall use extreme caution at all times - maximum speed is 5 M.P.H.

### **Audit and Inspection of Records**

Provider shall maintain, and the LA District shall have the right to examine and audit all the books, records, and documents directly related to Provider's performance under the contract.

Provider shall make said evidence/records available to the LA District at the LA District's or Provider's offices (to be specified by the LA District) at all reasonable times and without charge to the LA District. Said evidence/records shall be provided to the LA District within twenty (20) business days of a written request from the LA District. Provider shall, at no cost to the LA District, furnish assistance for such examination/audit.

Provider shall keep and preserve all such records for a period of at least three (3) years from, as applicable: (i) the invoice date; or (ii) the creation or receipt of the document. The LA District's rights shall also include receiving assistance from and conferring with Provider's employees that, subject to mutual agreement by the LA District and Apple (referred to hereinafter as, the "Parties"), have knowledge of the records directly related to the applicable contract, at times and locations as mutually agreed to by the Parties. Notwithstanding the foregoing, nothing herein shall be deemed a waiver of any rights or protections afforded to either Party under the law.

Any information provided shall be provided in a format accessible and readable by the LA District. Provider's failure to provide records or access, as referenced above, may preclude Provider from receiving up to twenty-five thousand dollars (\$25,000) in any payment due under the terms of the contract until such **records/access** are provided to the LA District. For the avoidance of doubt, Provider will receive from the LA District the amounts withheld under this

paragraph when the records/access are provided, within thirty (30) business days of such provision. Any information, books, records and documents made available in the course of any audits pursuant to this section are the sole and exclusive property of Provider and the confidential information of Provider, and will be maintained in strict confidence by the LA District except as required under the provisions of the California Public Records Act. Prior to the commencement of any LA District audit, Provider shall identify what constitutes a trade secret, proprietary information or confidential information. The LA District will agree to the non-disclosure of any trade secrets, proprietary information, or confidential information that the LA District obtains or may obtain as a result of the audit, so long as such trade secrets, proprietary information or confidential information were previously identified as such by Provider, unless disclosure is required by law or court order. If disclosure is required by law or court order, the LA District shall notify Provider in writing. Provider shall have thirty (30) days upon receipt of such notice to object to the disclosure or seek protective treatment of the information prior to disclosure. Subject to all applicable laws, the LA District acknowledges that all information provided by Provider to LA District, other than public records such as those available under a public bid process, will be classified as the confidential information of Provider.

### **Fingerprinting**

Provider shall comply with the requirements of California Education Code Sections 45125.1 and 45125.2, at no additional cost to the LA District. These requirements include, but are not limited to the following:

- a. Any employee or agent of Provider who may have contact with pupils must submit his or her fingerprints to the California Department of Justice (“CA DOJ”) in a manner authorized by the CA DOJ to determine whether the employee or agent has been arrested or convicted of any crime. Provider will be responsible for any expenses arising from its compliance with this Section, including, but not limited to, the payment of any fee required for fingerprinting or the processing thereof.
- b. Provider shall not permit an employee or other person requiring fingerprinting to come in contact with pupils until the CA DOJ has ascertained that the person has not been convicted of a felony as defined in Education Code Section 45122.1. Upon Provider’s receipt of such clearance from CA DOJ, Provider shall certify in writing to LA District that Provider has not and none of its employees or agents who are required by LA District to submit their fingerprints to the CA DOJ and who may come in contact with pupils have not been convicted of a felony as defined in Section 45122.1.
- c. Provider shall remove immediately from the LA District property any employee or agent (including employees or agents of its subcontractors) who has been arrested or convicted of any serious or violent felony, as defined by California Penal Code Sections 667.5 and 1192.17.

NOTE: Compliance with this requirement is only necessary if Provider will be required to perform any type of services on LA District school property.

### **Louisiana**

#### **Israel Boycott**

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Provider with five or more employees, Provider certifies it is not engaging in a boycott of Israel and will, for the duration of its contractual obligations, refrain from a boycott of Israel.

Provider will provide to Apple, within 48 hours of Apple’s request, a signed written certification stating that it is not engaging in a boycott of Israel and will, for the duration of its contractual obligations under the Agreement, refrain from a boycott of Israel.

## **Maryland**

Provider affirms that it will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. Additionally, Provider will also affirm that the contractors, sub-contractors, and service providers they bring as resources to the eligible purchasers of the University System of Maryland (on behalf of the member institutions of the Maryland Education Enterprise Consortium) contract with Apple will comply with this law. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

## **Massachusetts**

### **Certification of Nonsegregated Facilities - FAR 52.222-21 (FEB1999) Prohibition of Segregated Facilities**

“Segregated Facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Provider agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where Segregated Facilities are maintained. Provider agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

## **Michigan**

### **Non-Discrimination Clause**

In the performance of any applicable contract or purchase order resulting, Provider agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions for privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or handicap. Provider further agrees that every subcontract entered into for the performance of any applicable contract or purchase order will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to Act No. 453 of the Public Acts of the State of Michigan of 1976, as amended, and any breach thereof may be regarded as a material breach of the contract or purchase order.

## **Minnesota**

### **E-Verify Certification**

For a contract for services valued in excess of \$50,000, Provider certifies that as of the date of services first performed on behalf of the Minnesota, Provider will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the Minnesota.

Provider is responsible for providing its certification by utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryifySubCertForm.doc>. Provider certification must be made

available to Apple for submission to the State within 48 hours of Apple's request.

### **Security Practices and Preventive Controls**

Provider will use reasonable commercial efforts to ensure that any services performed by Provider under the applicable contract that involve assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping Minnesota goods, including goods intended to be but not yet delivered to Minnesota, meet Apple's security policies and procedures (hereinafter "supply chain security").

Apple's detailed security content can be found at the below sites:

General security information: <https://www.Apple.com/support/security/>

Privacy: <http://www.apple.com/privacy/>

iOS Security: [https://www.apple.com/business/docs/iOS\\_Security\\_Guide.pdf](https://www.apple.com/business/docs/iOS_Security_Guide.pdf)

OS X Security: [https://training.apple.com/pdf/psx\\_wp\\_security\\_108.pdf](https://training.apple.com/pdf/psx_wp_security_108.pdf)

### **Insurance Requirements - Coverages**

Provider is required to maintain and furnish satisfactory evidence of the following insurance policies:

Commercial General Liability Insurance. Provider is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the applicable contract whether the operations are by Provider or by anyone directly or indirectly employed by Provider under the applicable contract.

Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please provide to: [contracts@apple.com](mailto:contracts@apple.com)
- State of Minnesota named as an Additional Insured, to the extent permitted by law

1. **Commercial Automobile Liability Insurance.** Provider is required to maintain Commercial Automobile Liability insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the applicable contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile. Provider shall file evidence of Provider's insurance with Apple.

2. **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Provider must provide Workers' Compensation insurance for all its employees in accordance with the statutory

requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Provider from Workers' Compensation insurance or if Provider has no employees in the Minnesota, Provider must provide a written statement to Apple, signed by an authorized representative, indicating the qualifying exemption that excludes Provider from the Minnesota Workers' Compensation requirements. If during the course of the applicable contract Provider becomes eligible for Workers' Compensation, Provider must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

## **Montana**

Provider agrees that the hiring of persons to fulfill Provider's duties in the applicable contract will be made based on merit and qualifications; and there will be no discrimination based on race, color, sex, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the applicable contract.

## **Nebraska**

### **Employment Nondiscrimination**

Provider shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. Provider agrees that it will not discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status or national origin. Provider will endeavor to comply with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of the applicable contract.

### **Insurance Requirements**

Provider shall throughout the term of the applicable contract maintain insurance as specified in this section and provide the State via [contracts@apple.com](mailto:contracts@apple.com) a current Certificate of Insurance/Acord Form (COI) verifying the coverage. Provider shall not commence work on the applicable contract until the insurance is in place.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the related contract or within three (3) years of termination or expiration of such contract, Provider shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by the related contract for the term of such contract and three (3) years following termination or expiration of such contract.

If by the terms of any insurance a mandatory deductible or self-insured retention is required, or if Provider elects to increase the mandatory deductible amount, Provider shall be responsible for payment of the amount of the deductible or self-insured retention in the event of a paid claim.

Notwithstanding any other clause in the applicable contract, the State of Nebraska may recover up to the liability limits of the insurance policies required herein.

Notwithstanding anything to the contrary in the related contract, Provider may self-insure any or all of these insurance requirements so long as Provider maintains an audited net worth of \$100,000,000.

**1. WORKERS' COMPENSATION INSURANCE**

Provider shall take out and maintain during the life of the applicable contract the statutory Workers' Compensation and Employer's Liability Insurance for all of Provider's employees to be engaged in work on the project under such contract. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State of Nebraska. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

Provider shall take out and maintain during the life of the applicable contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Provider performing work covered by such contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under such contract, whether such operation be by Provider or by anyone directly or indirectly employed by Provider, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State of Nebraska, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State of Nebraska shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

| <b>REQUIRED INSURANCE COVERAGE</b>                                                                                                                                                                                                                                                                            |                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>COMMERCIAL GENERAL LIABILITY</b>                                                                                                                                                                                                                                                                           |                                   |
| General Aggregate                                                                                                                                                                                                                                                                                             | \$2,000,000                       |
| Products/Completed Operations Aggregate                                                                                                                                                                                                                                                                       | \$2,000,000                       |
| Personal/Advertising Injury                                                                                                                                                                                                                                                                                   | \$1,000,000 per occurrence        |
| Bodily Injury/Property Damage                                                                                                                                                                                                                                                                                 | \$1,000,000 per occurrence        |
| Medical Payments                                                                                                                                                                                                                                                                                              | No coverage                       |
| Damage to Rented Premises (Fire)                                                                                                                                                                                                                                                                              | \$300,000 each occurrence         |
| Contractual                                                                                                                                                                                                                                                                                                   | Included                          |
| Independent Contractors                                                                                                                                                                                                                                                                                       | Included                          |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>                                                                                                                                                                                           |                                   |
| <b>WORKER'S COMPENSATION</b>                                                                                                                                                                                                                                                                                  |                                   |
| Employers Liability Limits                                                                                                                                                                                                                                                                                    | \$500K/\$500K/\$500K              |
| Statutory Limits- All States                                                                                                                                                                                                                                                                                  | Statutory - State of Nebraska     |
| Voluntary Compensation                                                                                                                                                                                                                                                                                        | Statutory                         |
| <b>COMMERCIAL AUTOMOBILE LIABILITY</b>                                                                                                                                                                                                                                                                        |                                   |
| Bodily Injury/Property Damage                                                                                                                                                                                                                                                                                 | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability                                                                                                                                                                                                                                                     | Included                          |
| Motor Carrier Act Endorsement                                                                                                                                                                                                                                                                                 | Where Applicable                  |
| <b>UMBRELLA/EXCESS LIABILITY</b>                                                                                                                                                                                                                                                                              |                                   |
| Over Primary Insurance                                                                                                                                                                                                                                                                                        | \$5,000,000 per occurrence        |
| <b>CYBER LIABILITY</b>                                                                                                                                                                                                                                                                                        |                                   |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties                                                                                                                                                                                                                       | \$10,000,000                      |
| <b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>                                                                                                                                                                                                                                                              |                                   |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."                                                                                                                                                                                                       |                                   |
| <b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>                                                                                                                                                                                                                                                                |                                   |
| "Commercial General Liability & Commercial Automobile Liability policies shall include the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured." |                                   |

### 3. EVIDENCE OF COVERAGE

Provider shall furnish [contracts@apple.com](mailto:contracts@apple.com) with a certificate of insurance coverage complying with the above requirements prior to beginning work.

These certificates or the cover sheet shall reference the 15915 OC contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State of Nebraska is damaged by the failure of Provider to maintain such insurance, then Provider shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must also be submitted to [contracts@apple.com](mailto:contracts@apple.com) when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

#### **4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by Provider.

### **Nevada**

#### **Organizational Conflicts of Interest**

An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a. Provider is unable or potentially unable to render impartial assistance or advice to the State of Nevada;
- b. Provider's objectivity in performing the work is or might be otherwise impaired; or
- c. Provider has an unfair competitive advantage.

Provider agrees that if an organizational conflict of interest is discovered after award, Provider shall make an immediate and full disclosure in writing to Apple at [contracts@apple.com](mailto:contracts@apple.com) that shall include a description of the action Provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, State of Minnesota may, at its discretion, terminate the applicable contract. In the event Provider was aware of an organizational conflict of interest prior to the award of the related contract and did not disclose the conflict to Apple, State of Minnesota may terminate the related contract for default.

### **New Jersey**

#### **Mandatory Equal Employment Opportunity Language**

Provider performing work or providing services in the state of New Jersey must be and is in compliance with New Jersey Equal Employment Opportunity law. Exhibit A - Mandatory Equal Employment Opportunity Language must be signed, notarized and returned. A PDF of the required document is available at <http://www.apple.com/legal/docs/njcertification.pdf>

### **New Mexico**

Provider shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Provider.

### **North Carolina**

Provider agrees that it will provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Provider's employees who are engaged in any work under the applicable contract.

### **South Dakota**

#### **Executive Order 2020-01**

In accordance with Executive Order 2020-01, for any contract with a value of \$100,000 or more and for any Provider with five or more employees, Provider certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the applicable contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner.

## **Tennessee**

Provider certifies to Apple that it will not utilize the services of an illegal immigrant during the performance of the applicable contract pursuant to subsection (b) of 2021 Tennessee Code Section 12-3-309.

Provider will maintain the following insurance policies and coverage limits, and shall provide Apple at [contracts@apple.com](mailto:contracts@apple.com), including within 48 hours of Apple's request, evidence that Provider maintains the insurance policies and coverage limits set forth at as follows:

### **A. Commercial General Liability ("CGL") Insurance**

1. Provider shall maintain CGL, which shall be written on an occurrence form and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. Provider shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

### **B. Workers' Compensation and Employer Liability Insurance**

1. For Providers statutorily required to carry workers' compensation and employer liability insurance, Provider shall maintain:

Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

2. If Provider certifies that it is exempt from the requirements of Tenn. Code Ann. §§50-6-101 – 103, then Provider shall furnish written proof of such exemption for one or more of the following reasons:
  - i. Provider employs fewer than five (5) employees;
  - ii. Provider is a sole proprietor;
  - iii. Provider is in the construction business or trades with no employees;
  - iv. Provider is in the coal mining industry with no employees;
  - v. Provider is a state or local government; or
  - vi. Provider self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

### **C. Automobile Liability Insurance**

1. Provider shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
2. Provider shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

### **D. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance**

Provider shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to Provider's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement

of intellectual property (including copyright and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State of Tennessee or Provider, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State of Tennessee or on behalf of the State of Tennessee hereunder.

The Certificate of Insurance (“COI”) must be on a standard ACORD form. The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder.

**Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, Provider shall remit sales and use taxes on the sales of goods or services that are made by the Provider and that are subject to tax.

## **Utah**

Provider will not accept payment under any applicable contract.

An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a. Provider is unable or potentially unable to render impartial assistance or advice to the State of Utah;
- b. Provider’s objectivity in performing the work is or might be otherwise impaired; or
- c. Provider has an unfair competitive advantage.

Provider agrees that if an organizational conflict of interest is discovered after award, Provider shall make an immediate and full disclosure in writing to Apple at [contracts@apple.com](mailto:contracts@apple.com) that shall include a description of the action Provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, State of Minnesota may, at its discretion, cancel the applicable contract. In the event Provider was aware of an organizational conflict of interest prior to the award of the applicable contract and did not disclose the conflict to Apple, State of Minnesota may terminate the applicable contract for default.

## **Virginia**

### **State of VA Drug-Free Workplace Provision**

Pursuant to § 2.2-4312 of the *Code of Virginia*, if the contract is for a sum in excess of \$10,000.00, then: During the performance of this contract, the Provider agrees to:

- i. provide a drug-free workplace for the Provider’s employees;
- ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider’s workplace and specifying the actions that will be

- iii. taken against employees for violations of such prohibition;
- iii. state in all solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace; and
- iv. include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act.

§2.2-4300 et. seq., the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **State of VA Non-Discrimination Provision**

Pursuant to § 2.2-4311 of the Code of Virginia, if the Agreement is for a sum in excess of \$10,000.00, then during its performance, the Provider agrees as follows:

- a) Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) Provider, in all solicitations or advertisements for employees placed by or on behalf of Provider, will state that it is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed to meet the requirements of this section.

### **Washington**

Provider agrees to maintain and/or institute a policy for nondiscrimination compliance. Provider also agrees it will not discriminate on the bases enumerated in subsection (3) of RCW (Revised Code of Washington) §49.60.530. Provider will give written notice of their obligations under that clause to labor organizations with which they have a collective bargaining or other agreement.