

## For Apple Subcontractors

The Service Provider is solely responsible and liable for complying with any and all applicable local, state or federal background check requirements, finger printing obligations, and any security measures or requirements necessary to visit a public school campus or public school district property. The Service Provider agrees to stay up-to-date on any and all applicable law changes or school district policy changes, and will insure that all of its employees are familiar with any and all requirements necessary to visit a particular public school campus or public school property. The Service Provider agrees to indemnify and hold harmless Apple for failure to comply with any obligations in this section.

### Federal Provisions:

- (a) The offeror 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.

### State specific provisions:

The following provisions are required by each State listed here. These provisions are incorporated into any and all agreements currently existing between Apple Inc and your company. By entering into an agreement with Apple Inc, your company acknowledges and consents to the applicable provisions contained herein. It is the sole responsibility of your company to comply with the appropriate requirements. If you have any questions or concerns, please send an email detailing your concern to [contracts@apple.com](mailto:contracts@apple.com).

## Alabama

### Affidavit of Alabama Immigration Compliance

Subcontractors performing work or providing services in the state of Alabama must be 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>

## Arizona

Apple Provider agrees to comply with the following legal and statutory requirements.

A.R.S. ss 41-4401 requires as a condition of our contract verification of compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, and A.R.S. ss 23-214 related to the immigration status of its employees.

Federal Immigration and Nationality Act – By entering into the Agreement, Provider warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Provider will furnish statements to Apple and/or State certifying compliance upon request. These warranties shall remain in effect through the term of the Agreement. Provider will maintain Employment Eligibility Verification forms (1-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing under the Agreement. 1-9 forms are available for download at USCIS.GOV. The State may request verification of compliance for any Provider performing work under the Agreement. Where Contractor refers to Apple, Provider understands and agrees that should the State suspect or find that the Provider is not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of Contract for default, and suspension and/or debarment of the Contractor. Should this occur Provider will, at Apple's request, immediately confirm compliance or provide an estimate of when compliance will be achieved. Notwithstanding, Apple may suspend service of Provider until compliance requirements are met, or terminate the Agreement immediately and find a suitable replacement Provider. All costs necessary to verify compliance are the responsibility of the Provider.

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. Compliance with workforce requirements: Pursuant to ARS § 41-4401, Provider shall warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the EVerify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Customer reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its Members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

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

ADDITIONAL SITE REQUIREMENTS (for Mohave Education Services Cooperative)

Cleanup: Provider shall clean up and remove all debris and rubbish resulting from his work as

required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Contractor Employee Fingerprinting:** Provider, subcontractors or vendors and their employees working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contractor, subcontractor, vendor or individual employee as determined by the buying Member.

An exception to this requirement may be authorized in Member's Governing Board policy, for persons who, "as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."

Provider, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district. Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

**Preparation:** Provider shall not begin a project for which Customer has not prepared the site, unless contractor does the preparation work at no cost, or until Customer includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

## **Connecticut**

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

1. The Provider agrees and warrants that in the performance of the Agreement, the 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
2. The Provider agrees and warrants that in the performance of the Agreement, the 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by 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. The 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, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Provider that such disability prevents performance of the work involved;
3. The Provider agrees, in all solicitations or advertisements for employees placed by or on behalf of the Provider, to state that it is an "equal opportunity employer" in accordance with regulations adopted by the Commission of Human Rights and Opportunities ("Commission"); The Provider agrees to provide each labor union or representative of workers with which Provider has a collective bargaining agreement or other Agreement or understanding, and each vendor with which Provider has an Agreement or

understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Provider's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

4. The 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 and 46a-68f;
5. The Provider agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Provider as relate to the provisions of this section and Connecticut General Statutes § 46a-56. If the Agreement is a public works Agreement, the Provider agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

Subcontractors performing work or providing services in the state of Connecticut must review and comply with CT State Ethics Law. Subcontractors 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/ct-ethics-affirmation.pdf>

The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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 the Contractor 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor 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 and 46a-68f; and (5) the Contractor 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 the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor 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.

The Contractor agrees and warrants that in the performance of the Contract such Contractor 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) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor 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 the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor 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) the Contractor 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 the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

## **Florida**

### **WSCA PA - Employment Eligibility Verification**

Subcontractors performing work or providing services pursuant to the State of Florida WSCA Participating Addendum (the "Addendum") must utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Addendum term.

The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.

## **Hawaii**

Apple Provider agrees to comply with the following legal and statutory requirements.

### **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

Subcontractors performing work or providing services in the state of Hawaii must certify that no Federal appropriated funds were used to make payments to influence certain Federal transactions. A PDF of the required document is available at <http://images.apple.com/legal/docs/hicertification.pdf>

Referencing Hawaii Revised Statutes (HRS) §1030-316, the State, at reasonable times, may inspect the part of the plant of business of the Provider that is related to the performance of a contract awarded or to be awarded by the State.

## **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**

Adherence to Indiana Code 22-5-1.7-11-13 which requires subcontractors to use the E-Verify system when delivering services to the governmental entities. Such subcontractors shall not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.

## **Los Angeles Unified School District**

Subcontractors performing work or providing services for the Los Angeles Unified School District 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>.

## **Maryland**

Supplier 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, Supplier will also affirm that the contractors, sub-contractors, and service providers they bring as resources to the District 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**

## **A4 CERTIFICATION OF NONSEGREGATED FACILITIES - FAR 52.222-21 (FEB 1999)**

### **Prohibition of Segregated Facilities**

(a) "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.

(b) The Contractor 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. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

## **New Jersey**

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

Subcontractors performing work or providing services in the state of New Jersey must be 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>

## **Michigan**

### **NON-DISCRIMINATION CLAUSE**

In the performance of any contract or purchase order resulting here from, the vendor 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. The vendor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from 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**

The Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors 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 State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on MMD website [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us). All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

## **Pennsylvania**

For School District of Philadelphia:

Pro- Children Act of 1994 - As required by the Pro-Children Act of 1994, 20 U.S.C. § 6081 et seq., the Provider assures that:

i. The Provider prohibits smoking within any indoor facility owned or leased or contracted for and utilized by the Contractor for the routine or regular kindergarten, elementary, or secondary education or library services to children; and

ii. The Provider prohibits smoking within any indoor facility (or portion thereof) owned or leased or contracted for by the Contractor for the provision by the Contractor of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of the employees of the Contractor who provide such services, except that this subsection shall not apply to: A. any portion of such facility that is used for inpatient hospital treatment of individuals dependent on, or addicted to, drugs or alcohol; and B. any private residence.

Federal Assurance Clause. The Provider's activities under this Contract shall be carried out on a nondiscriminatory basis in accordance with 34 C.F.R. Parts 100, 104 and 106 and 45 C.F.R. Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, disability or age); the Civil Rights Act of 1870, as amended (42 U.S.C. § 1981, et seq.); and shall be carried out in accordance with the Fair Labor Standards Act (29 U.S.C. §§ 201-219), Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§ 1437 (c), 1437(f), 4601, 4602, 4621-4633 and 4655), Equal Pay Act (29 U.S.C. § 206), 34 C.F.R. Parts 76, 80, 82, 98 and 99, and Office of Management and Budget Circulars A-87, A-102, A-110, A-128 and A-133, as, and to the extent, applicable. The Contractor certifies that it is acting in compliance with the provisions of 34 C.F.R. Part 85 (relating to debarment and suspension), 20 U.S.C. § 3224(a) (relating to drug and alcohol abuse prevention programs), and 31 U.S.C. § 1352 (relating to lobbying). The above-required certification shall be in such manner as required by Applicable Law.

Background Checks. In accordance with 24 P.S. § 1-111, as amended, and 23 Pa. C.S.A. §§ 6354-6358, as amended, before starting any Work, the Provider shall submit to the School District the originals of a current (i.e., processed by the Commonwealth of Pennsylvania within one (1) year prior to the Provider starting Work) criminal history record information report and child abuse history official clearance statement for the Contractor, if the Contractor is an individual, and for each of the Contractor's and any of its Subcontractor's employees, officers, agents, servants, volunteers or Subcontractors who will have direct contact with children while performing any of the Work. Before starting any Work, the Provider shall submit to the School District the original of a current report of the Federal Bureau of Investigation federal criminal history record information for the Provider, if the Provider is an individual, and for each of the Provider's and any of its Subcontractor's employees, officers, agents, servants, volunteers or Subcontractors who will have direct contact with children while performing any of the Work. Commonwealth Board of Education regulations define "direct contact"; see 22 Pa. Code § 8.1.

Arrests; Convictions. The Provider shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work comply with the requirements of 24 P.S. § 1-111(j), which mandates, among other things, reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any Subcontractor of an arrest or conviction for an offense listed in 24 P.S. § 1-111(e). The Provider shall report to the School District, in a prompt and timely manner, all notices and reports required, and all checks conducted, under § 1-111(j).

## **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 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 each subcontractor or vendor.

"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) (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) (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed to meet the requirements of this section.