

**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060025
Contractor: Insight Public Sector, Inc.
Participating Entity: **STATE OF ALABAMA ("STATE")**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, using the Maximum Markup on Resellers Invoiced Cost price model Per Attachment A – Price Sheet

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

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4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Brittany Dunaway
Address:	2701 E. Insight Way, Chandler, AZ 85286
Telephone:	480.366.7029
Fax:	480.760.9957
Email:	SLEDcontracts@insight.com

PARTICIPATING ENTITY:

Name:	Jennifer Loretz, Senior Buyer
Address:	100 N. Union Street, Ste 192, Montgomery, AL 36130
Telephone:	334-242-7250
Fax:	
Email:	Jennifer.loretz@purchasing.alabama.gov

Participating Entity Modifications and Additions to the Master Agreement

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

a. Mutually Exclusive Categories:

The checked boxes below indicate software publisher categories that the State will allow Contractor to offer. The checked categories are subject to the State providing notice, at its sole discretion and determination, to Contractor that Contractor may not provide a Publisher or product for offer to any one or more contract users.

- ☒ Category 1 – General Software
☒ Category 2 – Microsoft-only software
☒ Category 3 – Oracle-only software

b. Mandatory Source:

For the supplies and services which Contractor provides through this contract, State agencies must purchase through this contract and may not use any other source except in an emergency. Notwithstanding the foregoing, this provision shall not be construed to preclude Contractor from responding to other procurement solicitations issued by the State or any of its agencies or

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political subdivisions and shall not preclude Purchasing Entities from purchasing through other NASPO Software Value Added Reseller cooperative contracts with active State of Alabama participating addenda. Political subdivisions, local government agencies, and public educational institutions may purchase products or services via this Agreement at their discretion. If such entities purchase from this Agreement, they shall be considered Purchasing Entities as defined in the Master Agreement and will be responsible for ensuring compliance with all applicable laws and regulations. Contractor must interface with those Purchasing Entities directly and offer awarded contract pricing or better.

c. Shared Notices:

During the life of this contract, Contractor will provide to the PE Primary Contact email in Section 4 and to contracts@oit.alabama.gov an email, at the same time such action occurs, of all notices or communications produced for or delivered to the Lead State Contract Administrator (LSCA).

d. Multiple SVAR contractors:

Contractor understands and acknowledges that the State intends to pursue and contract with multiple SVAR contractors. Where applicable or deemed advantageous to the State, the State at its sole determination, may designate, to one or any number of contractors having first an executed State PA, a particular Category or Publisher or product that Contractor will then serve as its sole or limited Reseller for enrollment, subscription, licensing, maintenance, or support agreements and for a defined or continuous basis. If a Contractor is limited from offering any of the above, the State will notify the Contractor.

e. Choice of Law, Venue:

This PA and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

f. Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of enrollment in the E-verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of **notification will result in the rejection** of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

g. Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

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In the event of any dispute between the parties arising from this PA and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, Contractor's sole remedy is the filing of a claim with the Alabama State Board of Adjustment. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

i. Conflict of Law:

If any provision of this PA shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the PA shall be deemed null and void.

j. No Indemnification:

Contractor acknowledges and agrees that, under the terms of this PA and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

k. Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

l. Not to Constitute a Debt to the State:

The terms and commitments contained in this MA shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Compilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

m. Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

n. Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 2.0% (0.02) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the MA number, purchasing entity, sales amount, and fee amount. A report is due even when there

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is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov and contracts@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and MA number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

o. Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

p. Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

q. Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

r. Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

s. State Purchasing Vendor Expo:

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Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

t. Vendor Management Program:

The Office of Information Technology ("OIT") operates an OIT vendor management program for certain vendors. Contractor will participate in the vendor management program upon invitation by OIT, which may be made or adjusted by OIT in its sole and absolute discretion. In such event, Contractor's participation will be subject to a mutually agreed written amendment to this Addendum describing the program and the parties' obligations associated with the program.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **"Reserved"**.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

Orders of Oracle software programs and/or services and Oracle cloud services shall be governed by the terms and conditions of the applicable publisher that are available at <https://www.ips.insight.com/nasposvar2022>. The Oracle terms and conditions must take precedence for all matters pertaining to Oracle.

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature:  Scott Friedlander (May 22, 2023 12:31 EDT)
Name: Christine Cook	Name: Scott Friedlander
Title: Chief Procurement Officer	Title: President
Date: 6/2/2023	Date: 5/22/2023

[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Insight Model PA final draft

Final Audit Report

2023-05-22

Created:	2023-05-22
By:	Hannah Benton (Hannah.Benton@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT5ZAIE1EhaQstMVFXbn4fheA3IZMIONe

"Insight Model PA final draft" History

-  Document created by Hannah Benton (Hannah.Benton@insight.com)
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-  Document emailed to scott.friedlander@insight.com for signature
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-  Email viewed by scott.friedlander@insight.com
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-  Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
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-  Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
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-  Agreement completed.
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Adobe Acrobat Sign

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ALABAMA CONTRACT # CTR060025 ALL PUBLISHERS <u>EXCEPT</u> MICROSOFT AND ORACLE	
PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Tier I Publishers (Key Itemized Publishers)	
ADOBE	3.00%
CA TECHNOLOGIES (acquired by Broadcom)	3.00%
CISCO	2.95%
COMMVAULT	2.95%
IBM	3.00%
RED HAT	2.95%
SPLUNK	3.00%
TABLEAU	3.00%
VEEAM	2.95%
VMWARE	2.95%
Tier II Publishers (Other Itemized Publishers)	
AUTODESK	3.50%
BARRACUDA NETWORKS	3.50%
BMC SOFTWARE	3.25%
CHECK POINT SOFTWARE	3.50%
CHERWELL	3.25%
CITRIX	3.25%
CHATSWORTH PRODUCTS (CPI)	3.25%
CROWDSTRIKE	3.25%
DELL	3.25%
DELPHIX	3.25%
DOCUSIGN	3.50%
DYNATRACE	3.50%
FORCEPOINT	3.50%
FORTINET	3.25%
GOOGLE	3.25%
INFORMATICA	3.50%
IVANTI	3.50%
KNOWBE4	3.50%
MCAFEE	3.25%
MICRO FOCUS	3.50%
MULESOFT	3.25%
NETMOTION	3.50%
OKTA	3.25%
OPENTEXT	3.50%
PROGRESS SOFTWARE	3.50%
PROOFPOINT	3.25%
QUEST SOFTWARE	3.50%
RAPID7	3.50%
RSA SECURITY	3.50%
SALESFORCE	3.50%
SAP	3.50%
SOLARWINDS	3.50%
SOPHOS	3.50%
SPELLMAN (acquired by Motorola Solutions)	3.25%
SYMANTEC (acquired by Broadcom)	3.50%
TENABLE	3.50%
TREND MICRO	3.50%
VARONIS	3.50%
VERITAS	3.25%
ZOHO	3.50%
Non-itemized Publishers	
All other publishers	5.75%

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ALABAMA CONTRACT # CTR060025 ALL PUBLISHERS <u>EXCEPT</u> MICROSOFT AND ORACLE	
RESELLER SERVICES	HOURLY RATE
Asset management	\$200.00
Solutions architect	\$209.00
Senior solutions architect	\$265.00
Program engagement manager	\$232.00
Project leader	\$127.00
Project manager	\$209.00
Senior project manager	\$220.00
All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00
OPTIONAL SERVICES	HOURLY RATE
Digital Innovation: UX/Visual/Product	
Creative Director	\$325.00
Principal Designer	\$300.00
Associate Creative Director	\$300.00
Design Manager	\$275.00
Product Manager	\$275.00
Senior Designer	\$250.00
Senior Business Analyst	\$250.00
Designer	\$225.00
Business Analyst	\$225.00
Associate Designer	\$190.00
Associate Business Analyst	\$190.00
Digital Innovation: PM	
Services Manager	\$325.00
Program Manager	\$250.00
Project Manager	\$225.00
Project Coordinator	\$190.00
Digital Innovation: Technology	
Principal/Chief Architect	\$325.00
Senior Architect	\$300.00
Managing Architect	\$300.00
Architect	\$275.00
Senior Software Engineer	\$250.00
Software Engineer	\$225.00
Associate Software Engineer	\$190.00

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ALABAMA CONTRACT # CTR060025 MICROSOFT	
SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Itemized Microsoft Offerings	
EMS E5, G1, G2, G3, G5, Govt E4, Advanced Threat Protection, Power BI, Exchange Online, Kiosk F3 Now, Dynamics, PowerApps, Project Online, Azure	2.65%
All Other Microsoft Offerings	
SaaS	2.65%
On-Premise	2.65%
Resold In-scope Professional Services	
Ongoing maintenance & support services not included in software license agreement	2.65%
Deployment services	2.65%
Architectural design services	2.65%
Training deployment services	2.65%
All other resold in-scope professional services	2.65%
IN-SCOPE RESELLER SERVICES	HOURLY RATE
Asset management	\$200.00
Solutions architect	\$209.00
Senior solutions architect	\$265.00
Program engagement manager	\$232.00
Project leader	\$127.00
Project manager	\$209.00
Senior project manager	\$220.00
All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00
OPTIONAL SERVICES	MAXIMUM MARKUP ON
Cloud Solution Provider (CSP) Program	17.00%
OPTIONAL SERVICES	HOURLY RATE
Digital Innovation: UX/Visual/Product	
Creative Director	\$325.00
Principal Designer	\$300.00
Associate Creative Director	\$300.00
Design Manager	\$275.00
Product Manager	\$275.00
Senior Designer	\$250.00
Senior Business Analyst	\$250.00
Designer	\$225.00
Business Analyst	\$225.00
Associate Designer	\$190.00
Associate Business Analyst	\$190.00
Digital Innovation: PM	
Services Manager	\$325.00
Program Manager	\$250.00
Project Manager	\$225.00
Project Coordinator	\$190.00
Digital Innovation: Technology	
Principal/Chief Architect	\$325.00
Senior Architect	\$300.00
Managing Architect	\$300.00
Architect	\$275.00
Senior Software Engineer	\$250.00
Software Engineer	\$225.00
Associate Software Engineer	\$190.00

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ALABAMA CONTRACT # CTR060025 ORACLE	
SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Oracle Offerings	
SaaS	3.95%
On-Premise	3.95%
Resold In-scope Professional Services	
Ongoing maintenance & support services not included in software license agreement	3.95%
Deployment services	3.95%
Architectural design services	3.95%
Training deployment services	3.95%
All other resold in-scope professional services	3.95%
IN-SCOPE RESELLER SERVICES	HOURLY RATE
Asset management	\$200.00
Solutions architect	\$209.00
Senior solutions architect	\$265.00
Program engagement manager	\$232.00
Project leader	\$127.00
Project manager	\$209.00
Senior project manager	\$220.00
All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00
OPTIONAL SERVICES	HOURLY RATE
Digital Innovation: UX/Visual/Product	
Creative Director	\$325.00
Principal Designer	\$300.00
Associate Creative Director	\$300.00
Design Manager	\$275.00
Product Manager	\$275.00
Senior Designer	\$250.00
Senior Business Analyst	\$250.00
Designer	\$225.00
Business Analyst	\$225.00
Associate Designer	\$190.00
Associate Business Analyst	\$190.00
Digital Innovation: PM	
Services Manager	\$325.00
Program Manager	\$250.00
Project Manager	\$225.00
Project Coordinator	\$190.00
Digital Innovation: Technology	
Principal/Chief Architect	\$325.00
Senior Architect	\$300.00
Managing Architect	\$300.00
Architect	\$275.00
Senior Software Engineer	\$250.00
Software Engineer	\$225.00
Associate Software Engineer	\$190.00