

**AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR
NASPO VALUEPOINT SOFTWARE**

This Agreement to Use Local Government Contract for NASPO ValuePoint Software (“Agreement”) is made and entered into as of _____ (the “Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Insight Public Sector, an Illinois corporation (“Provider”).

RECITALS

WHEREAS, the City desires to obtain services from Provider under the terms and conditions set forth in that 99SWC-NV23-12500 entered into between the State of Nevada and Provider effective August 15, 2022 with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, NRS 332.195(1)(b) permits the City to enter into a contract pursuant to a solicitation by State of Nevada with the authorization of the contracting Provider;

WHEREAS, Provider can provide the services that the City seeks at the rates set forth under the Original Contract; and

WHEREAS, the City desires to purchase services as detailed in the Provider’s Quote (“Quotes”), dated April 24, 2024 and April 17, 2024, a copy of which is attached hereto as **Exhibit B**;

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE
AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the term “State of Nevada” or “Participating State” appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

**SECTION TWO
ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT**

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the August 19, 2024 and will continue in effect for a period of one (1) year (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the Services according to the prices and fees described in Exhibit A (The “Original Contract”) in an amount not to exceed Four Hundred Eighty-Two Thousand Seven Hundred Sixty-Two Dollars and 67/100 (\$482,762.67).. The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: Belia Guzman
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1464

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To Provider: Insight Public Sector
Attention: Crystal McBride
2701 E Insight Way
Chandler, AZ 85286
Phone: 800-467-4448
Email: crystal.mcbride@insight.com

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,000,000 policy limits per occurrence.

2.6. The Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Provider shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.8.4. shall survive the completion of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt

of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2.8.11. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

Insight Public Sector,
an Illinois corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: Lisanne Steinheiser
Title: Global Compliance Officer
Name: Lisanne Steinheiser

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Original Contract

Please see attached page(s).

PARTICIPATING ADDENDUM

For

Master Agreement Number:	CTR060025
State of Nevada Agreement Number	99SWC-NV23-12500
Lead Agency:	State of Arizona (NASPO ValuePoint)
Title:	Software Value Added Reseller (SVAR)

Participating Entity:	State of Nevada, Department of Administration, Purchasing Division
Address:	515 E Musser St, Ste 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Marti Marsh
Phone:	(775) 684-0180
Email:	<u>mmarsh@admin.nv.gov</u>

Contractor:	Insight Public Sector
Address:	13755 Sunrise Valley Drive, Suite 750
City, State, Zip Code:	Herndon, VA 20171
Contact:	Brittany Dunaway
Phone:	(480) 366-7029
Email:	<u>sledcontracts@insight.com</u>

WHEREAS, NRS 333.475 authorizes the Administrator to contract pursuant to solicitation for bid or proposal by other governmental entities for the purchase of supplies materials, equipment and services; and

WHEREAS, it is deemed that the supplies, materials, equipment, and services of the Contractor are both necessary and in the best interest of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **SCOPE.** This Participating Addendum (PA) covers the software and services included in the Master Agreement from the Lead Agency listed above, except for services requiring a contractor’s license. This PA is supplemental to the terms of the Master Agreement, as amended. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms not otherwise in conflict shall continue in full force and effect.
 - 1.1. **PRICING.** The maximum markup on reseller invoiced cost and hourly rates, including general software, Microsoft software, and Oracle software, in *Insight Public Sector NAPSO ValuePoint Software Value-Added Reseller (SVAR) State of Arizona Contract #CTR060025* are incorporated as *Attachment A* and shall apply to all purchases under the PA. *Attachment A* replaces the pricing listed in the Master Agreement.
 - 1.2. **OUT OF SCOPE.** Non-Software as a Service (SaaS) cloud computing products such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and software managed by service provider are out of scope for this agreement. IaaS shall be allowable only as an incidental product when (1) SaaS is the primary and predominate title being purchased, and (2) limited and incidental licensing of publisher IaaS is essential to successful and efficient implementation and or deployment of SaaS software.

PARTICIPATING ADDENDUM

- 1.3. ORACLE PRODUCTS. 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.
2. **TERM.** The term of this PA shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement, as amended, or when this PA is terminated in accordance with the Master Agreement, whichever shall occur first.
3. **PARTICIPATION.** The benefits of this PA shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this PA.
 - 3.1. STATE EXECUTIVE BRANCH AGENCIES. All state “Using Agencies”, as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 3.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
 - 3.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
4. ADMINISTRATIVE FEE
 - 4.1. Contractor shall pay a quarterly administrative fee payable to “State of Nevada Purchasing Division.” Administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by Contractor and any resellers, distributors, partners, or agents for all products and services provided under the contract during a quarter, beginning the date of execution of this contract.
 - 4.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 4.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
 - 4.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT
 - 4.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract in the reporting period.
 - 4.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
- 4.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT
 - 4.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 4.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website

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<http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.

4.5.3 Data Elements

- A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
- B. Customer Type. Indicate type of entity making the purchase.
 - 1. S=State Executive Branch Agency
 - 2. E=University and Community College
 - 3. P=Political Subdivision
 - 4. O=Other Entity
- C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter “P-Card.”
- D. Purchase Description. Description of the product(s) or service(s) purchased.
- E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

4.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	Report Due
September 30	November 14
December 31	February 14
March 31	May 15
June 30	August 14

4.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.

4.8. TIMELY REPORTS AND FEES. If administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

5. **ORDERS.** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The Master Agreement number and the State Contract Number must appear on every Quote/Purchase Order placed under this Participating Addendum.

6. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in Section 3.1 will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State unless otherwise authorized in writing by Nevada State Purchasing. Other entities as defined in Section 3.2 and 3.3 can purchase directly and be billed by vendor.

7. **LICENSE CONFIRMATIONS.** Reseller shall provide certified licensing confirmation certificates for all software licenses or written confirmation showing “proof of license” to the Publisher. Proof of license shall be an electronic file or hardcopy document. Reseller will retain an electronic record of the State of Nevada’s “proof of licenses” and provide copies to the State as requested.

8. **PRODUCT RETURNS.** Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires

PARTICIPATING ADDENDUM

a restocking fee, this must be stated on the quote. If the information is not provided to the Purchasing Entity by the reseller, reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the reseller must agree to accept returns. If delivered software is defective, the reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered media will be replaced by overnight delivery at the reseller’s expense if requested by the State of Nevada or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the State of Nevada or Purchasing Entity within seven (7) days of initial notification.

9. **SERVICES.** All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in Section 3.1 will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in Section 3.2 and 3.3 can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor’s license issued pursuant to chapter 624 of NRS are not authorized under this agreement.
10. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor’s dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.
11. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).
12. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
13. **GOVERNING LAW.** This PA will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
14. **ENTIRE AGREEMENT.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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

Participating Entity: State of Nevada	Contractor: Insight Public Sector, Inc
By: 	By: <u>Scott Friedlander</u> <small>Scott Friedlander (Aug 15, 2022 11:33 EDT)</small>
Name: Kevin D. Doty	Name: Scott Friedlander
Title: Administrator	Title: President
Date: 8/15/22	Date: Aug 15, 2022

Attachment A

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

PUBLISHERS		MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Tier I Publishers (Key Itemized Publishers)		
1	ADOBE	2.00%
2	CA TECHNOLOGIES (acquired by Broadcom)	2.00%
3	CISCO	1.95%
4	COMMSVAULT	1.95%
5	IBM	2.00%
6	RED HAT	1.95%
7	SPLUNK	2.00%
8	TABLEAU	2.00%
9	VEEAM	1.95%
10	VMWARE	1.95%
Tier II Publishers (Other Itemized Publishers)		
11	AUTODESK	2.50%
12	BARRACUDA NETWORKS	2.50%
13	BMC SOFTWARE	2.25%
14	CHECK POINT SOFTWARE	2.50%
15	CHERWELL	2.25%
16	CITRIX	2.25%
17	CHATSWORTH PRODUCTS (CPI)	2.25%
18	CROWDSTRIKE	2.25%
19	DELL	2.25%
20	DELPHIX	2.25%
21	DOCUSIGN	2.50%
22	DYNATRACE	2.50%
23	FORCEPOINT	2.50%
24	FORTINET	2.25%
25	GOOGLE	2.25%
26	INFORMATICA	2.50%
27	IVANTI	2.50%
28	KNOWBE4	2.50%
29	MCAFEE	2.25%
30	MICRO FOCUS	2.50%
31	MULESOFT	2.25%
32	NETMOTION	2.50%
33	OKTA	2.25%
34	OPENTEXT	2.50%
35	PROGRESS SOFTWARE	2.50%
36	PROOFPOINT	2.25%
37	QUEST SOFTWARE	2.50%
38	RAPID7	2.50%
39	RSA SECURITY	2.50%
40	SALESFORCE	2.50%
41	SAP	2.50%
42	SOLARWINDS	2.50%
43	SOPHOS	2.50%
44	SPILLMAN (acquired by Motorola Solutions)	2.25%
45	SYMANTEC (acquired by Broadcom)	2.50%
46	TENABLE	2.50%
47	TREND MICRO	2.50%
48	VARONIS	2.50%
49	VERITAS	2.25%
50	ZOHO	2.50%

Attachment A

**INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA CONTRACT #CTR060025
ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE**

PUBLISHERS		MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Non-itemized Publishers	
51	All other publishers	4.75%
		HOURLY RATE
52	Reseller Services	
53	- Asset management	\$200.00
54	- Solutions architect	\$209.00
55	- Senior solutions architect	\$265.00
56	- Program engagement manager	\$232.00
57	- Project leader	\$127.00
58	- Project manager	\$209.00
59	- Senior project manager	\$220.00
60	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00

Attachment A

<p>INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ARIZONA CONTRACT #CTR060025 OPTIONAL SERVICES FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE</p>

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	Digital Innovation: UX/Visual/Product	
7	Creative Director	\$325.00
8	Principal Designer	\$300.00
9	Associate Creative Director	\$300.00
10	Design Manager	\$275.00
11	Product Manager	\$275.00
12	Senior Designer	\$250.00
13	Senior Business Analyst	\$250.00
14	Designer	\$225.00
15	Business Analyst	\$225.00
16	Associate Designer	\$190.00
17	Associate Business Analyst	\$190.00
	Digital Innovation: PM	
18	Services Manager	\$325.00
19	Program Manager	\$250.00
20	Project Manager	\$225.00
21	Project Coordinator	\$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	\$325.00
23	Senior Architect	\$300.00
24	Managing Architect	\$300.00
25	Architect	\$275.00
26	Senior Software Engineer	\$250.00
27	Software Engineer	\$225.00
28	Associate Software Engineer	\$190.00

Attachment A

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ARIZONA CONTRACT #CTR060025 MICROSOFT

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	1.65%
2	G1	1.65%
3	G2	1.65%
4	G3	1.65%
5	G5	1.65%
6	Govt E4	1.65%
7	Advanced Threat Protection	1.65%
8	Power BI	1.65%
9	Exchange Online	1.65%
10	Kiosk F3 Now	1.65%
11	Dynamics	1.65%
12	PowerApps	1.65%
13	Project Online	1.65%
14	Azure	1.65%
	All Other Microsoft Offerings	
15	SaaS	1.65%
16	On-Premise	1.65%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	1.65%
18	- Deployment services	1.65%
19	- Architectural design services	1.65%
20	- Training deployment services	1.65%
21	All other resold in-scope professional services	1.65%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	\$200.00
23	- Solutions architect	\$209.00
24	- Senior solutions architect	\$265.00
25	- Program engagement manager	\$232.00
26	- Project leader	\$127.00
27	- Project manager	\$209.00
28	- Senior project manager	\$220.00
29	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00

Attachment A

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ARIZONA CONTRACT #CTR060025 OPTIONAL SERVICES FOR MICROSOFT

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	Cloud Solution Provider (CSP) Program	16.00%
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	Digital Innovation: UX/Visual/Product	
7	Creative Director	\$325.00
8	Principal Designer	\$300.00
9	Associate Creative Director	\$300.00
10	Design Manager	\$275.00
11	Product Manager	\$275.00
12	Senior Designer	\$250.00
13	Senior Business Analyst	\$250.00
14	Designer	\$225.00
15	Business Analyst	\$225.00
16	Associate Designer	\$190.00
17	Associate Business Analyst	\$190.00
	Digital Innovation: PM	
18	Services Manager	\$325.00
19	Program Manager	\$250.00
20	Project Manager	\$225.00
21	Project Coordinator	\$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	\$325.00
23	Senior Architect	\$300.00
24	Managing Architect	\$300.00
25	Architect	\$275.00
26	Senior Software Engineer	\$250.00
27	Software Engineer	\$225.00
28	Associate Software Engineer	\$190.00

Attachment A

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ARIZONA CONTRACT #CTR060025 ORACLE

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Oracle Offerings	
1	SaaS	2.95%
2	On-Premise	2.95%
	Resold In-scope Professional Services	
3	- Ongoing maintenance & support services not included in software license agreement	2.95%
4	- Deployment services	2.95%
5	- Architectural design services	2.95%
6	- Training deployment services	2.95%
7	All other resold in-scope professional services	2.95%
		HOURLY RATE
	In-scope Reseller Services	
8	- Asset management	\$200.00
9	- Solutions architect	\$209.00
10	- Senior solutions architect	\$265.00
11	- Program engagement manager	\$232.00
12	- Project leader	\$127.00
13	- Project manager	\$209.00
14	- Senior project manager	\$220.00
15	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00

Attachment A

INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF ARIZONA CONTRACT #CTR060025 OPTIONAL SERVICES FOR ORACLE

	OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Optional Discount- and/or Markup-based Services	
1	None	
2		
3		
4		
5		
		HOURLY RATE
	Optional Fixed Rate-based Services	
6	Digital Innovation: UX/Visual/Product	
7	Creative Director	\$325.00
8	Principal Designer	\$300.00
9	Associate Creative Director	\$300.00
10	Design Manager	\$275.00
11	Product Manager	\$275.00
12	Senior Designer	\$250.00
13	Senior Business Analyst	\$250.00
14	Designer	\$225.00
15	Business Analyst	\$225.00
16	Associate Designer	\$190.00
17	Associate Business Analyst	\$190.00
	Digital Innovation: PM	
18	Services Manager	\$325.00
19	Program Manager	\$250.00
20	Project Manager	\$225.00
21	Project Coordinator	\$190.00
	Digital Innovation: Technology	
22	Principal/Chief Architect	\$325.00
23	Senior Architect	\$300.00
24	Managing Architect	\$300.00
25	Architect	\$275.00
26	Senior Software Engineer	\$250.00
27	Software Engineer	\$225.00
28	Associate Software Engineer	\$190.00

EXHIBIT B

Quotes

Please see attached page(s).

Cloud Services Order Form – NASPO

Workflow # 4010085277

Client Name:	City of North Las Vegas	Request Date:	June 21, 2024
Sold To:	10599242	Sales Rep:	Crystal McBride
Address:	2200 CIVIC CENTER DR	Billing Terms:	Annual
City, State, Zip	NORTH LAS VEGAS, Nevada 89030-6313	Term Length:	1 Year
Contact:	Jeremy Jami	State/Fed Contract:	State of Nevada – NASPO Software VAR CTR060025/99SWC- NV23-12500- 61002276
Domain:	cityofnorthlasvegas.com	Auto-Renewal:	No

Part Number	Product Description	Quantity	Unit Price	Total Annual Price
Google	Workspace Enterprise Plus Start Date: 8/19/24 End Date: 8/18/25	2,700	\$132.52	\$357,804.00
Google	Workspace Enterprise Plus Archived User Start Date: 8/19/24 End Date: 8/18/25	2,400	\$30.92	\$74,208.00
			\$	\$ 0.00
			\$	\$ 0.00
Budgetary Quote for Renewal			Total Annual Licensing Cost	\$432,012.00

Terms and Conditions. Except as set forth below, your purchase of the Cloud Services described in this quote and order form ("Quote") will be subject to your Naspo Valuepoint Contract with Insight Public Sector ("IPS"), which is incorporated herein by reference and governs this order from IPS, located at:

<https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar-2022-2029/insight>.

Google Cloud Services. Access and use to any Google Cloud Services described in this Quote will be subject to Google's Terms Of Use applicable to the Google Services, located at:

https://www.insight.com/en_US/help/terms-and-policies/supplier-license-and-use-terms.html.

By signing this Agreement (or issuing a PO in lieu of signature), you hereby certify the following:

That (1) you are duly authorized on behalf of Client to accept this order; (2) that you accept this order and all applicable terms and conditions on behalf of Client; and (3) that you agree to pay for all orders, changes, and/or increases in usage subsequently provisioned by you under your account.

Client	
By:	<hr style="border: 1px solid black;"/> <i>Authorized Representative</i>
Print Name:	
Title:	
Date:	

PO # (optional): _____

SOLD-TO PARTY 10599242

CITY OF NORTH LAS VEGAS
 2200 CIVIC CENTER DR
 NORTH LAS VEGAS NV 89030-6313

SHIP-TO

CITY OF NORTH LAS VEGAS
 2200 CIVIC CENTER DR
 NORTH LAS VEGAS NV 89030-6313

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0227328493
Document Date	: 17-APR-2024
PO Number	:
PO release:	:
Sales Rep	: Crystal McBride
Email	: CRYSTAL.MCBRIDE@INSIGHT.COM
Telephone	: +15015054155
Sales Rep 2	: Shane Hanna
Email	: SHANE.HANNA@INSIGHT.COM
Telephone	: +15015054930

Material	Material Description	Quantity	Unit Price	Extended Price
DCSS-300-EM-1000	VIRTRU FOR EMAIL Coverage Dates: 01-AUG-2024 - 31-JUL-2025 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500)	2,000	22.89	45,780.00
DCSS-400-PL-10000	VIRTRU PLATFORM SUBSCRIPTION PRO Coverage Dates: 01-AUG-2024 - 31-JUL-2025 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500)	1	4,970.67	4,970.67
			Product Subtotal	50,750.67
			TAX	0.00
			Total	50,750.67

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Crystal McBride
 +15015054155
CRYSTAL.MCBRIDE@INSIGHT.COM

Shane Hanna
 +15015054930
SHANE.HANNA@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>