

**FIRST AMENDMENT TO THE AGREEMENT FOR VMWARE SOFTWARE AND SERVICES PURSUANT TO SOLICITATION BY A COOPERATIVE PURCHASING ORGANIZATION AGREEMENT**

This First Amendment to the Agreement for VMware Software and Services Pursuant to Solicitation by a Cooperative Purchasing Organization (“First Amendment”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation, (hereinafter referred to as “City”), and Insight Public Sector, Inc., an Illinois corporation (hereinafter referred to as “Provider”).

**RECITALS**

WHEREAS, on October 3, 2024, the City and Provider entered into the Agreement for VMware Software and Services Pursuant to Solicitation by a Cooperative Purchasing Organization (the “Original Agreement”), attached hereto as “**Exhibit A**” (collectively, the Original Agreement and the First Amendment may be referred to as the “Agreement”); and

WHEREAS, the parties wish to amend the compensation of the Original Agreement from an amount not to exceed Eight Hundred Thousand Six Hundred Twenty Dollars and 56/100 Dollars and 00/100 (\$800,260.56) to an amount not to exceed Eight Hundred Sixty Three Thousand Five Hundred Sixty One and 55/100 (\$863,561.55) and to replace Exhibit B in the Original Agreement with “**Exhibit B**” attached hereto (the “Quote”).

NOW THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to amend the Original Agreement as follows:

**AGREEMENT**

1. Section 2.1 of the Original Agreement is amended as follows:

“2.1. Provider will provide the Services at the rate specified in Exhibit B (“Quote”), which includes all fees for time and labor overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct and undisputed by the City. The annual not to exceed amount of this Agreement is Two Hundred Eighty-Seven Thousand, Eight Hundred Fifty-Three Dollars and 85/100 (\$287,853.85) for Contract Year#1, Two Hundred Eighty-Seven Thousand, Eight Hundred Fifty-Three Dollars and 85/100 (\$287,853.85) for Contract Year #2 and Two Hundred Eighty-Seven Thousand, Eight Hundred Fifty-Three Dollars and 85/100 (\$287,853.85) for Contract Year #3 as specified in the Schedule A below. The total not to exceed amount of this Agreement is Eight Hundred Sixty-Three Thousand, Five Hundred Sixty-One Dollars and 55/100 (\$863,561.55).”

Schedule A	
Fiscal Year:	Amount:
October 25, 2024 – October 24, 2025	\$ 287,853.85
October 25, 2025 – October 24, 2026	\$ 287,853.85

October 25, 2026 – October 24, 2027	\$	287,853.85
<b>TOTAL:</b>	<b>\$</b>	<b>863,561.55</b>

2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

Insight Public Sector, Inc.,  
an Illinois corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

*Lisanne Steinheiser*  
By: \_\_\_\_\_  
Name: Lisanne Steinheiser  
Title: Global Compliance Officer

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

## **AGREEMENT FOR VMWARE SOFTWARE AND SERVICES PURSUANT TO SOLICITATION BY A COOPERATIVE PURCHASING ORGANIZATION**

This Agreement for VMware Software and Services Pursuant to a Solicitation by a Cooperative Purchasing Organization ("Agreement") is made and entered into as of 10/08/2024 23:25:19 GMT (the "Effective date") by the City of North Las Vegas, a Nevada municipal corporation ("City") and Insight Public Sector, Inc., an Illinois corporation ("Provider").

### **RECITALS**

WHEREAS, the City desires to obtain services of VMware Software Maintenance and Technical Support ("Products") from Provider under the terms and conditions set forth in that certain NASPO ValuePoint Participating Addendum 99SWC-NV23-12500, effective October 25, 2024 through October 24, 2027 between the State of Nevada and Provider, a copy of which is attached hereto as **Exhibit A** ("Original Contract") and which also incorporates the terms and conditions of the NASPO Lead State Master Agreement contract number CTR060025, effective August 25, 2022;

WHEREAS, NRS 332.195 (1)(c) permits the City to enter into a contract pursuant to a solicitation by a cooperative purchasing organization with the authorization of the contracting Provider;

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

WHEREAS, the City desires to the Products from the Provider's Quote dated August 15, 2024, a copy of which is attached hereto as **Exhibit B** ("Quote"); and

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, Department of Administration, Purchasing Division” 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. Provider will provide the Services at the rate specified in **Exhibit B** (“Quote”), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Two Hundred Sixty-Six Thousand Eight Hundred Seventy-Three Dollars and 52/100 (\$266,873.52) for Contract Year #1, Two Hundred Sixty-Six Thousand Eight Hundred Seventy-Three Dollars and 52/100 (\$266,873.52) for Contract Year #2, and Two Hundred Sixty-Six Thousand Eight Hundred Seventy-Three Dollars and 52/100 (\$266,873.52) for Contract Year #3 as specified in Schedule A below. The total not to exceed amount of this Agreement is Eight Hundred Thousand Six Hundred Twenty Dollars and 56/100 (\$800,620.56).

Schedule A	
Fiscal Year:	Amount:
October 25, 2024 – October 24, 2025	\$ 266,873.52
October 25, 2025 – October 24, 2026	\$ 266,873.52
October 25, 2026 – October 24, 2027	\$ 266,873.52
<b>TOTAL:</b>	<b>\$ 800,620.56</b>

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 email, 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: Rosa Moreno / Buyer  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-2444

To Provider: Insight Public Sector, Inc.  
Attention: Crystal McBride  
2701 E Insight Way  
Chandler, AZ. 85286-1930  
Phone: 501-505-4155  
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. Provider 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.

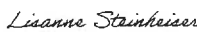
2.8.11. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

**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

By:   
Pamela A. Goynes-Brown, Mayor

Insight Public Sector, Inc.,  
a Illinois corporation

By:   
Title: Global Compliance Officer  
Name: Lianne Steinheiser

Attest:

By:   
Jackie Rodgers, City Clerk

Approved as to Form:

By:   
Andy Moore, Acting City Attorney



EXHIBIT A

Contract Number 99SWC-NV23-12500

Please see attached page(s).

## PARTICIPATING ADDENDUM

For

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

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

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

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 NASPO 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 at 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](mailto: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

## PARTICIPATING ADDENDUM

<http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to [NVOtlyReport@admin.nv.gov](mailto:NVOtlyReport@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: <b>State of Nevada</b>	Contractor: <b>Insight Public Sector, Inc</b>
By: 	By:  <small>Scott Friedlander (Aug 15, 2022 11:33 EDT)</small>
Name: <b>Kevin D. Doty</b>	Name: <b>Scott Friedlander</b>
Title: <b>Administrator</b>	Title: <b>President</b>
Date: <b>8/15/22</b>	Date: <b>Aug 15, 2022</b>



## 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
	<b>Tier I Publishers (Key Itemized Publishers)</b>	
1	ADOBE	2.00%
2	CA TECHNOLOGIES (acquired by Broadcom)	2.00%
3	CISCO	1.95%
4	COMMVault	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%
	<b>Tier II Publishers (Other Itemized Publishers)</b>	
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	MCAFFEE	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
	<b>Non-itemized Publishers</b>	
<b>51</b>	All other publishers	4.75%
		<b>HOURLY RATE</b>
<b>52</b>	<b>Reseller Services</b>	
<b>53</b>	- Asset management	\$200.00
<b>54</b>	- Solutions architect	\$209.00
<b>55</b>	- Senior solutions architect	\$265.00
<b>56</b>	- Program engagement manager	\$232.00
<b>57</b>	- Project leader	\$127.00
<b>58</b>	- Project manager	\$209.00
<b>59</b>	- Senior project manager	\$220.00
<b>60</b>	All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00

**Attachment A**

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

OPTIONAL SERVICES		MAXIMUM MARKUP ON RESELLER'S INVOICED COST
<b>Optional Discount- and/or Markup-based Services</b>		
1	None	
2		
3		
4		
5		
		<b>HOURLY RATE</b>
<b>Optional Fixed Rate-based Services</b>		
6	<b>Digital Innovation: UX/Visual/Product</b>	
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
<b>Digital Innovation: PM</b>		
18	Services Manager	\$325.00
19	Program Manager	\$250.00
20	Project Manager	\$225.00
21	Project Coordinator	\$190.00
<b>Digital Innovation: Technology</b>		
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)
<b>Itemized Microsoft Offerings</b>		
<b>1</b>	EMS E5	1.65%
<b>2</b>	G1	1.65%
<b>3</b>	G2	1.65%
<b>4</b>	G3	1.65%
<b>5</b>	G5	1.65%
<b>6</b>	Govt E4	1.65%
<b>7</b>	Advanced Threat Protection	1.65%
<b>8</b>	Power BI	1.65%
<b>9</b>	Exchange Online	1.65%
<b>10</b>	Kiosk F3 Now	1.65%
<b>11</b>	Dynamics	1.65%
<b>12</b>	PowerApps	1.65%
<b>13</b>	Project Online	1.65%
<b>14</b>	Azure	1.65%
<b>All Other Microsoft Offerings</b>		
<b>15</b>	SaaS	1.65%
<b>16</b>	On-Premise	1.65%
<b>Resold In-scope Professional Services</b>		
<b>17</b>	- Ongoing maintenance & support services not included in software license agreement	1.65%
<b>18</b>	- Deployment services	1.65%
<b>19</b>	- Architectural design services	1.65%
<b>20</b>	- Training deployment services	1.65%
<b>21</b>	All other resold in-scope professional services	1.65%
		<b>HOURLY RATE</b>
<b>In-scope Reseller Services</b>		
<b>22</b>	- Asset management	\$200.00
<b>23</b>	- Solutions architect	\$209.00
<b>24</b>	- Senior solutions architect	\$265.00
<b>25</b>	- Program engagement manager	\$232.00
<b>26</b>	- Project leader	\$127.00
<b>27</b>	- Project manager	\$209.00
<b>28</b>	- Senior project manager	\$220.00
<b>29</b>	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
<b>Optional Discount- and/or Markup-based Services</b>		
<b>1</b>	Cloud Solution Provider (CSP) Program	16.00%
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
		<b>HOURLY RATE</b>
<b>Optional Fixed Rate-based Services</b>		
<b>6</b>	<b>Digital Innovation: UX/Visual/Product</b>	
<b>7</b>	Creative Director	\$325.00
<b>8</b>	Principal Designer	\$300.00
<b>9</b>	Associate Creative Director	\$300.00
<b>10</b>	Design Manager	\$275.00
<b>11</b>	Product Manager	\$275.00
<b>12</b>	Senior Designer	\$250.00
<b>13</b>	Senior Business Analyst	\$250.00
<b>14</b>	Designer	\$225.00
<b>15</b>	Business Analyst	\$225.00
<b>16</b>	Associate Designer	\$190.00
<b>17</b>	Associate Business Analyst	\$190.00
<b>Digital Innovation: PM</b>		
<b>18</b>	Services Manager	\$325.00
<b>19</b>	Program Manager	\$250.00
<b>20</b>	Project Manager	\$225.00
<b>21</b>	Project Coordinator	\$190.00
<b>Digital Innovation: Technology</b>		
<b>22</b>	Principal/Chief Architect	\$325.00
<b>23</b>	Senior Architect	\$300.00
<b>24</b>	Managing Architect	\$300.00
<b>25</b>	Architect	\$275.00
<b>26</b>	Senior Software Engineer	\$250.00
<b>27</b>	Software Engineer	\$225.00
<b>28</b>	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
	<b>Oracle Offerings</b>	
1	SaaS	2.95%
2	On-Premise	2.95%
	<b>Resold In-scope Professional Services</b>	
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%
		<b>HOURLY RATE</b>
	<b>In-scope Reseller Services</b>	
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
<b>Optional Discount- and/or Markup-based Services</b>		
1	None	
2		
3		
4		
5		
		<b>HOURLY RATE</b>
<b>Optional Fixed Rate-based Services</b>		
6	<b>Digital Innovation: UX/Visual/Product</b>	
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
<b>Digital Innovation: PM</b>		
18	Services Manager	\$325.00
19	Program Manager	\$250.00
20	Project Manager	\$225.00
21	Project Coordinator	\$190.00
<b>Digital Innovation: Technology</b>		
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

Quote

Please see attached page(s).

**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

The vendor has advised Years 1 – 3 are non-cancelable.  
Year 1 - \$250,216.33 To be billed at time of purchase  
Year 2 - \$250,216.33 To be billed at anniversary  
Year 3 - \$250,216.33 To be billed at anniversary

**Quotation**

**Quotation Number** : [0227679351](#)  
**Document Date** : 15-AUG-2024  
**PO Number** :  
**PO Release** : VMWARE ANNUAL BILLING  
**Sales Rep** : Crystal McBride  
**Email** : [CRYSTAL.MCBRIDE@INSIGHT.COM](mailto:CRYSTAL.MCBRIDE@INSIGHT.COM)  
**Phone** : +15015054155

This is a 3 Year quote. A signature is required at the time of Purchase Order, see end of quote, if it is not fully funded. Insight will not be able to process the Purchase Order without this quote being signed. If placing PO's annually, Insight will require PO's for the out years to be placed at least 15 days prior to the renewal date. By executing this quote, Customer agrees to the below terms and annual payment schedule.

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">VM-BUNDLE1-CONL</a>	VMWARE - VM-BUNDLE1 Coverage Dates: 25-OCT-2024 - 24-OCT-2025 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500)	1	250,216.33	250,216.33
<a href="#">VM-BUNDLE2-CONL</a>	VMWARE - VM-BUNDLE2 Coverage Dates: 25-OCT-2025 - 24-OCT-2026 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500)	1	250,216.33	250,216.33
<a href="#">VM-BUNDLE3-CONL</a>	VMWARE - VM-BUNDLE3 Coverage Dates: 25-OCT-2026 - 24-OCT-2027 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500)	1	250,216.33	250,216.33
Product Subtotal				750,648.99
TAX				0.00
Total				750,648.99

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](mailto:CRYSTAL.MCBRIDE@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>

**Deliverables:**

1121 TiB VMware vSAN 8  
576 core VMware vDefend Firewall with Advanced Threat Prevention (Bundle)  
576 core VMware Cloud Foundation 5  
2 VMware Avi Load Balancer Essentials

This order is governed by the General Terms set out at [www.broadcom.com/company/legal/licensing](http://www.broadcom.com/company/legal/licensing).

**PAYMENT**

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, relieve Broadcom of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

**MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-year Quotes)**

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet Broadcom's minimum threshold requirements.

**PERSONAL DATA**

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.



#### ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

#### SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

#### MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

#### MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:

Partner shall flow down the following additional terms to the End User (the "Additional Terms"). For any Order for a Symantec/VMware offering for an End User utilizing a fully executed agreement by and between such End User and Symantec/VMware: Broadcom is the successor in interest to Symantec/VMware. For any Order for a Broadcom offering for an End User utilizing a fully executed agreement by and between Broadcom and such End User: Any prior Broadcom party to Your fully executed Broadcom agreement shall be replaced, if not already the contracting party with the following entity: (a) North America - CA, Inc.; (b) Latin America excluding Brazil - CA, Inc.; (c) Brazil - CA Programas de Computador, Part e Serv Ltda; and (d) Europe, Middle East and Africa, and Asia Pacific and Japan - VMWare International Unlimited Company.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business Partner etc.) it may have in describing its relationship to End User.





#### ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction.

Insight Public Sector, Inc.

City of North Las Vegas

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:






# To Vendor for Signature - Insight Public Sector Inc. - VMware Software Services Agreement - 09.04.24

Final Audit Report

2024-09-04

Created:	2024-09-04
By:	AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4gGHhRQ3VFoyMB4GhE0QWTj2ni9K5fJZ

## "To Vendor for Signature - Insight Public Sector Inc. - VMware Software Services Agreement - 09.04.24" History

-  Document created by AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)  
2024-09-04 - 6:27:08 PM GMT- IP address: 198.187.200.254
-  Document emailed to Lianne Steinheiser (lianne.steinheiser@insight.com) for signature  
2024-09-04 - 6:27:41 PM GMT
-  Email viewed by Lianne Steinheiser (lianne.steinheiser@insight.com)  
2024-09-04 - 6:28:07 PM GMT- IP address: 198.187.200.254
-  Document e-signed by Lianne Steinheiser (lianne.steinheiser@insight.com)  
Signature Date: 2024-09-04 - 6:28:30 PM GMT - Time Source: server- IP address: 198.187.200.254
-  Agreement completed.  
2024-09-04 - 6:28:30 PM GMT





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUWP-24-	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C, No):														
<b>INSURED</b> Insight Enterprises, Inc. Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286	<b>J.R.</b>  <b>X</b>	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER B : N/A</td><td>N/A</td></tr><tr><td>INSURER C : Sentry Insurance Company</td><td>24988</td></tr><tr><td>INSURER D : Sentry Casualty Company</td><td>28460</td></tr><tr><td>INSURER E : Endurance American Specialty Insurance Company</td><td>41718</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : N/A	N/A	INSURER C : Sentry Insurance Company	24988	INSURER D : Sentry Casualty Company	28460	INSURER E : Endurance American Specialty Insurance Company	41718	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Great Northern Insurance Company	20303															
INSURER B : N/A	N/A															
INSURER C : Sentry Insurance Company	24988															
INSURER D : Sentry Casualty Company	28460															
INSURER E : Endurance American Specialty Insurance Company	41718															
INSURER F :																

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> LOS-002591018-06	<b>REVISION NUMBER:</b>
------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		3606-77-62	04/15/2024	04/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	90-05749-001 (AOS) 90-05749-002 (MA,WI,HI)	04/15/2024 04/15/2024	04/15/2025 04/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Technology E&O and Cyber		NRO30018515902	04/15/2024	04/15/2025	Per Claim 1,000,000 Aggregate 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The City, its officers, officials, employees, and volunteers are included as additional insured where required by written contract with respect to General Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. The Technology E&O and Cyber policy evidenced above is subject to a self-insured retention. If you would like additional information regarding the self-insured retention, please contact the insured at: insurance\_bonds@insight.com.

<b>CERTIFICATE HOLDER</b> City of North Las Vegas 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030	<b>CANCELLATION</b> <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh USA LLC</i>
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**Endorsement**

<i>Policy Period</i>	APRIL 15, 2023 TO APRIL 15, 2024
<i>Effective Date</i>	APRIL 19, 2023
<i>Policy Number</i>	3606-77-62 NBO
<i>Insured</i>	INSIGHT ENTERPRISES, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	APRIL 24, 2023

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This Endorsement applies to the following forms:

**GENERAL LIABILITY**

---

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

**Liability Endorsement***(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions*****Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

***Schedule***

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



## COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

##### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

##### **2. BROAD FORM INSURED**

###### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

###### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    1. You;
    2. Any of your "employees" or agents; or
    3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:  
No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, Insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

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**Schedule**

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**Name:****Address:** AL, AR, AZ, CA, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, VA, VT, WV**Description of Waiver:** Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.**JobID:**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

**Endorsement Effective  
Insured****Policy No.****Endorsement No.  
Premium****Insurance Company****Countersigned by** \_\_\_\_\_**WC 00 03 13**

(Ed. 4-84)

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9005749001  
Sentry Insurance Company**Page 1 of 1**

04/18/2023

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Name:

Address: HI, MA, WI

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**

(Ed. 4-84)

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9005749002  
Sentry Casualty Company

**Page 1 of 1**

04/18/2023

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## **Conditions**

(continued)

### ***Transfer Or Waiver Of Rights Of Recovery Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

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EXHIBIT B

Quote

Please see the attached page(s).

## 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

The vendor has advised Years 1 - 3 are non-cancelable.

Year 1 - \$287,853.85 To be billed at time of purchase

Year 2 - \$287,853.85 To be billed at anniversary

Year 3 - \$287,853.85 To be billed at anniversary

## Quotation

**Quotation Number** : [0227679351](#)  
**Document Date** : 15-AUG-2024  
**PO Number** :  
**PO Release** : VMWARE ANNUAL BILLING  
**Sales Rep** : Crystal McBride  
**Email** : [CRYSTAL.MCBRIDE@INSIGHT.COM](mailto:CRYSTAL.MCBRIDE@INSIGHT.COM)  
**Phone** : +15015054155

**This is a 3 Year quote. A signature is required at the time of Purchase Order, see end of quote, if it is not fully funded. Insight will not be able to process the Purchase Order without this quote being signed. If placing PO's annually, Insight will require POs for the out years to be placed at least 15 days prior to the renewal date. By executing this quote, Customer agrees to the below terms and annual payment schedule.**

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">VM-BUNDLE1-CONL</a>	VMWARE - VM-BUNDLE1 Coverage Dates: 25-OCT-2024 - 24-OCT-2025 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500) LICENSE : 3123456769,3117732198	1	287,853.85	287,853.85
<a href="#">VM-BUNDLE2-CONL</a>	VMWARE - VM-BUNDLE2 Coverage Dates: 25-OCT-2025 - 24-OCT-2026 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500) LICENSE : 3123456769,3117732198	1	287,853.85	287,853.85
<a href="#">VM-BUNDLE3-CONL</a>	VMWARE - VM-BUNDLE3 Coverage Dates: 25-OCT-2026 - 24-OCT-2027 STATE OF NEVADA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 99SWC-NV23-12500) LICENSE : 3123456769,3117732198	1	287,853.85	287,853.85
			Product Subtotal	863,561.55
			TAX	0.00
			<b>Total</b>	<b>863,561.55</b>

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](mailto:CRYSTAL.MCBRIDE@INSIGHT.COM)

**Deliverables:**

1121 TiB VMware vSAN 8  
640 core VMware vDefend Firewall with  
640 core VMware Cloud Foundation 5  
6 Advanced Threat Prevention (Bundle)VMware Avi Load Balancer Essentials

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>

**Deliverables:**

1121 TiB VMware vSAN 8  
640 core VMware vDefend Firewall with  
640 core VMware Cloud Foundation 5  
6 Advanced Threat Prevention (Bundle)VMware Avi Load Balancer Essentials

This order is governed by the General Terms set out at [www.broadcom.com/company/legal/licensing](http://www.broadcom.com/company/legal/licensing).

Broadcom requires the address on the PO to match the address on the End User's existing Site ID. If End User requires address change, may result in system access issues for End User licenses.

**MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-year Quotes)**

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet Broadcom's minimum threshold requirements.

**PERSONAL DATA**

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: [https:// www.broadcom.com/company/legal/privacy](https://www.broadcom.com/company/legal/privacy). End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.



## ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

## SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

## MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business Partner etc.) it may have in describing its relationship to End User.

## ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction.



Insight Public Sector, Inc.

City of North Las Vegas

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:








# Insight Public Sector- First Amendment Joinder Agreement 10.2.24-to vendor

Final Audit Report

2024-10-09

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