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**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

SOFTWARE VAR

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: CTR060025

Insight Public Sector, Inc.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT No.: 14922-03

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Insight Public Sector, Inc., an Illinois Corporation ("Contractor") and is dated and effective as of January 1, 2023.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum includes the entire scope of the products and services (including the General Software Category, Microsoft Software Category, and Oracle Software Category as outlined in Attachment A) available through the Master Agreement referenced above.
2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

- 3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments

to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
- (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
- (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0125.
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - This Washington Master Contract No.: **14922-03**
 - The NASPO Master Agreement No.: **CTR060025**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit timely

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usage reports, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. CONTRACTOR REPRESENTATIONS AND WARRANTIES: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- (b) **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) **EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

3.6. COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION: Contractor shall comply with applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. CONTRACTOR’S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:

- (a) **CONTRACTOR’S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
- (b) **INVOICES.** Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:

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- Washington Master Contract Number 14922-03;
- Lead State Master Agreement Number **CTR060025**;
- Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM); and
- Applicable Purchaser's order number.

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

3.8 **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas 'Reseller Cost' is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State.

3.9 **CONTRACT REVIEWS.** Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Cost

4. **LEASE AGREEMENTS:** Leasing or renting equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State

Attn: Ryan J Rensel
State of Washington
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email:

descontractsteamcypress@des.wa.gov

Contractor

Attn: Brittany Dunaway
Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
Tel: 480-366-7029
Email: sledcontracts@insight.com

6. **SUBCONTRACTORS:** Contractor shall perform the Master Agreement.

7. **ORDERS:** Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Purchaser for goods/services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

7.1 **ORACLE:** 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.

8. **GENERAL:**

8.1. **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

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- 8.2. AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 8.3. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- 8.4. COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Elena McGrew*

Type Name Elena McGrew

Its: Statewide Enterprise Procurement Manager

Date: 1/22/2023

INSIGHT PUBLIC SECTOR, INC.
AN ILLINOIS CORPORATION

By: *Scott Friedlander*
Scott Friedlander (Jan 4, 2023 12:49 EST)

Scott Friedlander

Its: President

Date: 1/4/2023

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF WASHINGTON CONTRACT # 14922-03 ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE	
PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Tier I Publishers (Key Itemized Publishers)	
ADOBE	2.25%
CA TECHNOLOGIES (acquired by Broadcom)	2.25%
CISCO	2.20%
COMMVAULT	2.20%
IBM	2.25%
RED HAT	2.20%
SPLUNK	2.25%
TABLEAU	2.25%
VEEAM	2.20%
VMWARE	2.20%
Tier II Publishers (Other Itemized Publishers)	
AUTODESK	2.75%
BARRACUDA NETWORKS	2.75%
BMC SOFTWARE	2.50%
CHECK POINT SOFTWARE	2.75%
CHERWELL	2.50%
CITRIX	2.50%
CHATSWORTH PRODUCTS (CPI)	2.50%
CROWDSTRIKE	2.50%
DELL	2.50%
DELPHIX	2.50%
DOCUSIGN	2.75%
DYNATRACE	2.75%
FORCEPOINT	2.75%
FORTINET	2.50%
GOOGLE	2.50%
INFORMATICA	2.75%
IVANTI	2.75%
KNOWBE4	2.75%
MCAFFEE	2.50%
MICRO FOCUS	2.75%
MULESOFT	2.50%
NETMOTION	2.75%
OKTA	2.50%
OPENTEXT	2.75%
PROGRESS SOFTWARE	2.75%
PROOFPOINT	2.50%
QUEST SOFTWARE	2.75%
RAPID7	2.75%
RSA SECURITY	2.75%
SALESFORCE	2.75%
SAP	2.75%
SOLARWINDS	2.75%
SOPHOS	2.75%
SPILLMAN (acquired by Motorola Solutions)	2.50%
SYMANTEC (acquired by Broadcom)	2.75%
TENABLE	2.75%
TREND MICRO	2.75%
VARONIS	2.75%
VERITAS	2.50%
ZOHO	2.75%
Non-itemized Publishers	
All other publishers	5.00%

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF WASHINGTON CONTRACT # 14922-03 ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE	
RESELLER SERVICES	HOURLY RATE
Asset management	\$200.00
Solutions architect	\$209.00
Senior solutions architect	\$265.00
Program engagement manager	\$232.00
Project leader	\$127.00
Project manager	\$209.00
Senior project manager	\$220.00
All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00
OPTIONAL SERVICES	HOURLY RATE
Digital Innovation: UX/Visual/Product	
Creative Director	\$325.00
Principal Designer	\$300.00
Associate Creative Director	\$300.00
Design Manager	\$275.00
Product Manager	\$275.00
Senior Designer	\$250.00
Senior Business Analyst	\$250.00
Designer	\$225.00
Business Analyst	\$225.00
Associate Designer	\$190.00
Associate Business Analyst	\$190.00
Digital Innovation: PM	
Services Manager	\$325.00
Program Manager	\$250.00
Project Manager	\$225.00
Project Coordinator	\$190.00
Digital Innovation: Technology	
Principal/Chief Architect	\$325.00
Senior Architect	\$300.00
Managing Architect	\$300.00
Architect	\$275.00
Senior Software Engineer	\$250.00
Software Engineer	\$225.00
Associate Software Engineer	\$190.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF WASHINGTON CONTRACT # 14922-03 MICROSOFT	
SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Itemized Microsoft Offerings	
EMS E5, G1, G2, G3, G5, Govt E4, Advanced Threat Protection, Power BI, Exchange Online, Kiosk F3 Now, Dynamics, PowerApps, Project Online, Azure	1.90%
All Other Microsoft Offerings	
SaaS	1.90%
On-Premise	1.90%
Resold In-scope Professional Services	
Ongoing maintenance & support services not included in software license agreement	1.90%
Deployment services	1.90%
Architectural design services	1.90%
Training deployment services	1.90%
All other resold in-scope professional services	1.90%
IN-SCOPE RESELLER SERVICES	HOURLY RATE
Asset management	\$200.00
Solutions architect	\$209.00
Senior solutions architect	\$265.00
Program engagement manager	\$232.00
Project leader	\$127.00
Project manager	\$209.00
Senior project manager	\$220.00
All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00
OPTIONAL SERVICES	MAXIMUM MARKUP ON
Cloud Solution Provider (CSP) Program	16.25%
OPTIONAL SERVICES	HOURLY RATE
Digital Innovation: UX/Visual/Product	
Creative Director	\$325.00
Principal Designer	\$300.00
Associate Creative Director	\$300.00
Design Manager	\$275.00
Product Manager	\$275.00
Senior Designer	\$250.00
Senior Business Analyst	\$250.00
Designer	\$225.00
Business Analyst	\$225.00
Associate Designer	\$190.00
Associate Business Analyst	\$190.00
Digital Innovation: PM	
Services Manager	\$325.00
Program Manager	\$250.00
Project Manager	\$225.00
Project Coordinator	\$190.00
Digital Innovation: Technology	
Principal/Chief Architect	\$325.00
Senior Architect	\$300.00
Managing Architect	\$300.00
Architect	\$275.00
Senior Software Engineer	\$250.00
Software Engineer	\$225.00
Associate Software Engineer	\$190.00

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INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF WASHINGTON CONTRACT # 14922-03 ORACLE	
SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Oracle Offerings	
SaaS	3.20%
On-Premise	3.20%
Resold In-scope Professional Services	
Ongoing maintenance & support services not included in software license agreement	3.20%
Deployment services	3.20%
Architectural design services	3.20%
Training deployment services	3.20%
All other resold in-scope professional services	3.20%
IN-SCOPE RESELLER SERVICES	
	HOURLY RATE
Asset management	\$200.00
Solutions architect	\$209.00
Senior solutions architect	\$265.00
Program engagement manager	\$232.00
Project leader	\$127.00
Project manager	\$209.00
Senior project manager	\$220.00
All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation)	\$284.00
OPTIONAL SERVICES	
	HOURLY RATE
Digital Innovation: UX/Visual/Product	
Creative Director	\$325.00
Principal Designer	\$300.00
Associate Creative Director	\$300.00
Design Manager	\$275.00
Product Manager	\$275.00
Senior Designer	\$250.00
Senior Business Analyst	\$250.00
Designer	\$225.00
Business Analyst	\$225.00
Associate Designer	\$190.00
Associate Business Analyst	\$190.00
Digital Innovation: PM	
Services Manager	\$325.00
Program Manager	\$250.00
Project Manager	\$225.00
Project Coordinator	\$190.00
Digital Innovation: Technology	
Principal/Chief Architect	\$325.00
Senior Architect	\$300.00
Managing Architect	\$300.00
Architect	\$275.00
Senior Software Engineer	\$250.00
Software Engineer	\$225.00
Associate Software Engineer	\$190.00


14922-03_Insight_PA_V2

Final Audit Report

2023-01-04

Created:	2023-01-04
By:	AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
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-  Document created by AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
2023-01-04 - 5:46:52 PM GMT- IP address: 198.187.200.254
-  Document emailed to scott.friedlander@insight.com for signature
2023-01-04 - 5:48:38 PM GMT
-  Email viewed by scott.friedlander@insight.com
2023-01-04 - 5:48:50 PM GMT- IP address: 174.211.100.73
-  Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2023-01-04 - 5:49:22 PM GMT- IP address: 174.211.100.73
-  Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
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