

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri as authorized by that state's statutes to utilize State contracts with the prior approval of the Director of the Division of Purchasing.

In the event of a conflict between the terms and conditions of this Participating Addendum (PA) and any Exhibit or Attachment subject to this PA, the terms and conditions of the PA shall prevail.

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 Director of the Division of Purchasing. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

1) Scope: State Agencies governed by Chapter 34 RSMo are specifically prohibited from acquiring software and related services for the following software manufacturers:

- Adobe
- Citrix Software
- ESRI
- IBM (training services for IBM software are available to be purchased by state agencies)
- LANDesk
- Macromedia
- McAfee
- Microsoft
- Novell
- SAP
- Symantec
- Tivoli

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- Veeam
- VMWare

State Agencies must utilize the State of Missouri's PC Prime Vendor services contract to procure the software and related services mentioned above.

- 2) Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.
- 3) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.
- 4) Missouri Statewide Contract Quarterly Administrative Fee:
 - a) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
 - b) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
 - c) Payments shall be made using one of the following acceptable payment methods:
 - Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

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- Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- d) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- e) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 4) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,

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301 West High Street, Room 630, Jefferson City, MO 65101-1517

- Fax: (573) 526-9815
- Email: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

5) Missouri Statewide Contract Quarterly Usage Report:

- a) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.

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Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- b) Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing identifying devices purchased, leased, and maintained under this contract.
- a. The report must list the placement of all copiers (purchased or fair market value lease) during the previous three months.
 - b. The report must be presented by email within 30 business days after the end of each reporting period.
 - c. Reports must include the following:
 - i. Contract Number;
 - ii. Equipment Make, Model, and Serial Number;
 - iii. State Agency and Location;
 - iv. Purchase or Fair Market Value Lease;
 - v. Maintenance Agreements;
- c) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract

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Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

- d) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 5) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
 - e) The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.
- 6) Oracle End User License Agreement Terms and Conditions:
All orders placed for Oracle software and or technical support shall be governed by the Oracle supplemental terms and conditions available at <http://www.ips.insight.com/naspo> , unless terms and conditions are further negotiated by Oracle and the State of Missouri.

4. Lease Agreements: "Reserved"

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

Contractor - Insight Public Sector, Inc.

Name	Molly Randol
Address	6820 S. Harl Avenue, Tempe, AZ 85283-4318
Telephone	800.467.4448
Fax	480.760.9957
E-mail	SLEDContracts@insight.com

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Participating Entity – State of Missouri

Name	Brent Dixon
Address	301 W. High Street, Rm. 630, Jefferson City, MO 65101
Telephone	(573) 751-4903
Fax	
E-mail	Brent.dixon@oa.mo.gov

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Insight Public Sector, Inc. (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. Insight Public Sector, Inc.'s dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. A separate State of Missouri cooperative contract must be established for all subcontractors that require direct orders and payments.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service 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 unless the parties to the order agree in writing that another contract or agreement applies to such order.

This Participating Addendum and the Master Agreement number ADSPO16-138244 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

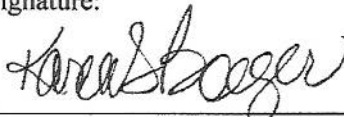

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Participating State: State of Missouri	Contractor: Insight Public Sector, Inc.
Signature: 	Signature: 
Name: Karen S. Boeger	Name: David Crystal
Title: Director	Title: VP - General Manager
Date: 10-19-2016	Date: 10/21/16

For questions on executing a participating addendum, please contact:

NASPO ValuePoint
 Cooperative Development Coordinator
 Telephone
 Email

Ted Fosket
 (907) 723-3360
 tfosket@naspovaluepoint.org

**PLEASE EMAIL FULLY EXECUTED PDF COPY OF THIS DOCUMENT TO
 PA@naspovaluepoint.org TO SUPPORT DOCUMENTATION OF PARTICIPATION AND POSTING IN
 APPROPRIATE DATA BASES**

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Insight Public Sector, Inc. is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc. Insight Public Sector does not have a business facility located in MO. We have 14 employees that reside in MO.
2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number None of the sales teams who will provide support under this contract are located in Missouri.
3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations. Insight Public Sector's tax revenues for the past four quarters, one year, was \$164.48 (Q2 '16 \$141.03, Q1 '16 \$21.92, Q4 '15 \$1.53, Q3 '15 \$0.00)
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract: Insight Public Sector has no plans to use any certified MBEs/WBEs in the provision of products and services under the contract; however, we will work with the State should opportunities arise.
5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract: Insight Public Sector has no plans to use any Missouri Organizations for the Blind or Missouri Sheltered Workshops in the provision of products and services under the contract; however, we will work with the State should opportunities arise.
6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

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Insight Public Sector has no plans to use any SDVEs in the provision of products and services under the contract; however, we will work with the State should opportunities arise.