State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: 60-000-15-00020AD
NASPO Mater Agreement: ADSPO-16-138244

NASPO Link: https://www.nasposaluepoint.org/portfolio/software-var-2016-2021/

Payment Terms: Net 30
F.O.B.: Destination

Delivery: See Attached Participating Addendum

Procurement Specialist: Vanessa LeBlanc
Telephone No.: (505) 827-0266
Email: Vanessa.LeBlanc@state.nm.us

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Title: Software VAR

Term: March 10, 2020 thru April 7, 2021

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administrated by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO18-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

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.

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.

4. **Taxes:**
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
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5. Retainage.
   Reserved

6. Performance Bond.
   Reserved

7. Termination:

   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE
   AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on
   date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has
   signed this Agreement, and end on April 7, 2021. The agency reserves the right to renew the
   contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with
   NMSA 1978 §13-1-150.

8. Termination:

   A. Grounds. The Procuring Agency may terminate this Agreement for convenience or
      cause. The Contractor may only terminate this Agreement based upon the Procuring Agency’s
      unsecured, material breach of this Agreement.

   B. Notice: Procuring Agency Opportunity to Cure.

      1. Except as otherwise provided in sub-paragraph A of this Clause and the
         Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written
         notice of termination at least thirty (30) days prior to the intended date of termination.

      2. Contractor shall give Procuring Agency written notice of termination at least thirty
         (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring
         Agency’s material breaches of this Agreement upon which the termination is based and (ii) state
         what the Procuring Agency must do to cure such material breaches. Contractor’s notice of
         termination shall only be effective (i) if the Procuring Agency does not cure all material breaches
         within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured
         within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period,
         notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

      3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon
         written notice to the Contractor (i) if the Contractor becomes unable to perform the services
         contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement,
C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

9. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

10. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
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11. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
   1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency’s contracting process;
   2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
   3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency’s making this Agreement;
   4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator’s family; (iii) the Contractor is not a business in which a legislator or a legislator’s family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator’s family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase
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NASPO VALUEPOINT
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contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

12. Amendment:
A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

13. Merger:
This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and
14. Penalties for violation of law:
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance:
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Workers Compensation:
The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

17. Applicable Law:
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
18. **Records and Financial Audit:**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement’s term and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

19. **Invalid Term or Condition:**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

20. **Enforcement of Agreement:**

A party’s failure to require strict performance of any provision of this Agreement shall not waive or diminish that party’s right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. **Non-Collusion:**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.
PARTICIPATING ADDENDUM
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22. Notices:
Any notice required to be given to either party by this Agreement shall be in writing and shall be
delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt
requested, postage prepaid, as follows:

To the Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87508

To the Contractor:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone: (480) 366-7027
Email: SLEDcontracts@insight.com

23. Succession:
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

24. Headings:
Any and all headings herein are inserted only for convenience and ease of reference and are not
to be considered in the construction or interpretation of any provision of this
Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer
only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. Default/Breach:
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring
Agency and the State of New Mexico may procure the goods or Services from another source and
hold the Contractor responsible for any resulting excess costs and/or damages, including but not
limited to, direct damages, indirect damages, consequential damages, special damages and the
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Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

26. Equitable Remedies:
Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

27. New Mexico Employees Health Coverage:
A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

28. Indemnification:
The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons
PARTICIPATING ADDENDUM
NASPO VALUEPOINT
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And

State of New Mexico
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or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

29. Default and Force Majeure:
The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor’s default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. Assignment:
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

31. Subcontracting:
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.
32. Inspection of Plant:
The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

33. Commercial Warranty:
The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

34. Condition of Proposed Items:
Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

35. Release:
Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

36. Confidentiality:
Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.
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MASTER AGREEMENT
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State of New Mexico Statewide Price Agreement No.: 60-000-18-00030AD
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37. Contractor Personnel:

A. **Key Personnel.** Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

- Account Executive: Sergio Torrez (sergio.torrez@insight.com)
- Sales Manager: Brandon Marvel (brandon.marvel@insight.com)
- Contracts: Pam Potter (sledcontracts@insight.com)
- Reporting: Virginia Mace (sledreporting@insight.com)

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency’s expectations.

38. Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor’s best and final offer; and (3) the Contractor’s response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including
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attachments thereto and written responses to questions and written clarifications; (4) the
Contractor’s best and final offer if such has been made and accepted by the SPA or Procuring
Agency or entity; and (5) the Contractor’s response to the request for proposals.

39. Inspection:
If this Agreement is for the purchase of tangible personal property (goods), final inspection and
acceptance shall be made at Destination. Tangible personal property rejected at Destination for
non-conformance to specifications shall be removed at Contractor’s risk and expense promptly
after notice of rejection and shall not be allowable as billable items for payment.

40. Inspection of Services:
If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and
material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the
State Purchasing Agent or other party to this Agreement covering the services under this
Agreement. Complete records of all inspection work performed by the Contractor shall be
maintained and made available to the State Purchasing Agent or other party to this Agreement
during the term of performance of this Agreement and for as long thereafter as the Agreement
requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect
and test all services contemplated under this Agreement to the extent practicable at all
times and places during the term of the Agreement. The State Purchasing Agent or
other party to this Agreement shall perform inspections and tests in a manner that will
not unduly delay or interfere with Contractor’s performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or
tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish,
and shall require subcontractors to furnish, at no increase in Agreement price, all
reasonable facilities and assistance for the safe and convenient performance of such
inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the
State Purchasing Agent or other party to this Agreement may require the Contractor to
re-perform the services in conformity with the requirements of this Agreement at no
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increase in Agreement amount. When the defects in services cannot be corrected by
re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future
performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary
action(s) to ensure future performance in conformity with the requirements of this
Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any
cost incurred by the State Purchasing Agent or other party to this Agreement that is
directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES’
TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S
DEFAULT/BREACH OF THIS AGREEMENT.

41. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or
property, Contractor shall maintain in force during the entire term of this Agreement, the
following insurance coverage(s), naming the State of New Mexico, General Services Department
or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property
damage, personal injury coverage and contractual assumption of liability for all liability
the Contractor has assumed under this Agreement). Limits shall not be less than the
following:

a. Bodily injury: $1,000,000 per person/$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $1,000,000.
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
State of New Mexico Statewide Price Agreement No.: 60-000-18-00020AD
(hereinafter “Contractor”)

And

State of New Mexico
(hereinafter “Participating State/Entity”)

Page 15 of 17

d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

42. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq.

43. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. “Gross total sales” means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period End:</th>
<th>Report Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>Second</td>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>Third</td>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Fourth</td>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the “State Purchasing Division.” This contract number
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(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

60-000-15-00020AD must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6880
Santa Fe, NM 87506
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSDQuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

44. Lease Agreements: Reserved

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

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name</th>
<th>Insight Public Sector, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>6820 South Harl Avenue, Tempe, AZ 85283</td>
</tr>
<tr>
<td></td>
<td>Contact</td>
<td>Pam Potter</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
<td>(480) 366-7027</td>
</tr>
<tr>
<td></td>
<td>E-mail</td>
<td><a href="mailto:SLEDcontracts@insight.com">SLEDcontracts@insight.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th>Name</th>
<th>State of New Mexico</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>1100 St. Francis Drive, Santa Fe, NM 87505</td>
</tr>
<tr>
<td></td>
<td>Contact</td>
<td>Vanessa LeBlanc</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
<td>(505) 827-0472</td>
</tr>
<tr>
<td></td>
<td>E-mail</td>
<td><a href="mailto:Vanessa.LeBlanc@state.nm.us">Vanessa.LeBlanc@state.nm.us</a></td>
</tr>
</tbody>
</table>
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8. Subcontractors: All contractors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Insight Public Sector (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The Insight Public Sector dealer’s participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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.

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

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor: Insight Public Sector, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Mark Hayden</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Name: John Carnahan</td>
</tr>
<tr>
<td>Mark Hayden</td>
<td>Title: SVP - Business Development</td>
</tr>
<tr>
<td>State Purchasing Agent</td>
<td>Date: 3-12-2020</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: March 6, 2020</td>
</tr>
</tbody>
</table>

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at ccr@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.