DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

ETSB - Emergency Telephone System Board

Regular Meeting Agenda

Wednesday, March 13, 2024 **9:00 AM** **Room 3500B**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS - CHAIR SCHWARZE

5. MEMBERS' REMARKS

6. CONSENT AGENDA

6.A. Monthly Staff Report

6.A.1. **24-0827**
Monthly Report for March 13 Regular Meeting

6.B. Revenue Report 911 Surcharge Funds

6.B.1. **24-0828**
ETSB Revenue Report for March 13 Regular Meeting for Fund 5820/Equalization

6.C. Minutes Approval Policy Advisory Committee

6.C.1. **24-0824**
ETSB PAC Minutes - Regular Meeting - Monday, February 5, 2024

6.D. Minutes Approval ETS Board

6.D.1. **24-0826**
ETSB Minutes - Regular Meeting - Wednesday, February 14

6.E. Statewide 9-1-1 Annual Report to the General Assembly

6.E.1. **24-0855**
Statewide 9-1-1 Annual Report to the General Assembly

7. VOTE REQUIRED BY ETS BOARD

7.A. Payment of Claims

7.A.1. **24-0825**

Payment of Claims for March 13, 2024 for FY24 - Total for 4000-5820 (Equalization): $708,626.28.

7B. Change Orders

7.B.1. **ETS-CO-0006-24**

ETS-R-0086C-22 - Amendment to Resolution ETS-R-0086-22, issued to Comcast Holdings Corporation dba Comcast Business Communications, LLC PO 922043/6145-1 to reconcile Link Aggregation and update the tax jurisdiction within the contract, for no change in total contract amount.

7.C. Purchase Resolutions

7.C.1. **ETS-R-0018-24**

Recommendation for the approval of a contract purchase order to Insight Public Sector PO 924007 to provide 500 GTS H7038IS-LI portable APX7000XE radio batteries, for a contract total not to exceed $65,500; contract pursuant to the Governmental Joint Purchasing Act, 30ILCS 525/2 (OMNIA Partners [Cobb County] IT Products and Services [#23-6692-03] Contract).

7.C.2. **ETS-R-0021-24**

Recommendation for the approval of a contract purchase order to Insight Public Sector PO 924010 for SolarWinds Log and Event Manager, for the period March 13, 2024 through March 12, 2025, for a contract total not to exceed $34,265.61; contract pursuant to the Governmental Joint Purchasing Act, 30ILCS 525/2 (OMNIA Partners [Cobb County] IT Products and Services [#23-6692-03] Contract).

7.C.3. **ETS-R-0019-24**

Recommendation for the approval of a contract purchase order to CDW Government LLC PO 924008 for a CrowdStrike Retainer service, for the period of April 13, 2024 through April 12, 2025, for a contract total not to exceed $46,800; contract pursuant to the Governmental Joint Purchasing Act, 30ILCS 525/2 (State of Illinois JPMC CrowdStrike Products Contract CMT22272200).

7.D. Resolutions

7.D.1. **ETS-R-0020-24**

Resolution declaring equipment, inventory, and/or property on Exhibit A, purchased by the Emergency Telephone System Board of DuPage County as surplus equipment.

7.D.2. **ETS-R-0022-24**
Resolution approving the sale of inventory from the County of DuPage on behalf of the Emergency Telephone System Board of DuPage County to the Wayne Police Department for an amount of $32,656.40.

7.D.3. **ETS-R-0023-24**
Resolution authorizing the execution of a Transfer of Governance of Customer Subscription to Assignee's Terms as provided by Zendesk on behalf of the Emergency Telephone System Board of DuPage County.

7.D.4. **ETS-R-0025-24**
Reappointment to the Emergency Telephone System Board of DuPage County Policy Advisory Committee - Chief Patrick Johl (ACDC Fire Representative and Vice Chair).

7.E. DuPage ETSB 9-1-1 System Design

7.E.1. **24-0766**
Sheriff's Migration to DU-COMM

8. DEDIR SYSTEM PORTABLES AND MOBILES

8.A. Police

8.B. Fire

9. LEGISLATIVE UPDATES

10. OLD BUSINESS

11. NEW BUSINESS

12. EXECUTIVE SESSION

12.A. Minutes Review Pursuant to 5 ILCS 120/2 (C) (21)

12.B. Personnel Matters Pursuant to 5 ILCS 120/2 (C) (1)

12.C. Security Procedures and the Use of Personnel and Equipment Pursuant to 5 ILCS

12.D. Pending Litigation Matters Pursuant to 5 ILCS 120/2 (C) (11)

13. MATTERS REFERRED FROM EXECUTIVE SESSION

14. ADJOURNMENT

14.A. Next Meeting: Wednesday, April 10 at 9:00am in 3-500B

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File #: 24-0827 **Agenda Date:** 3/13/2024 **Agenda #:** 6.A.1.

Emergency Telephone System Board of DuPage County Monthly Report | March Board Meeting

Submitted for your consideration is the DuPage ETSB monthly report for activity February 1 through February 29. This report highlights the activities of the DuPage ETSB by ETSB and PSAP staff, work groups, committees, and consultants.

Congratulation on a Job Well Done!

Persistent Engagement special mention to **Operations Administrator Eve Kraus** for her work in finding and clearing up errors in the Comcast contract that resulted in a net credit of $93,463.04. This work took approximately fifteen months to complete. Ms. Kraus was able to reconcile the Comcast accounts to the satisfaction of the County Auditor. With the assistance of County CPA **Melanie Koga** and her team in County Finance, a change order will be on the March agenda to correct the rates in the contract which allow the invoices to be paid and the account brought up to date in March.

Well wishes to **Melanie Koga, CPA** as she takes a new position. Ms. Koga has been an instrumental member of the County Finance Department for many years assisting ETSB with the oversight and submission of the State required AFR report, the annual audit of the ETSB accounts, being available to assist with general ledger questions and just generally fun to work with. The ETSB staff will miss working with her.

ADMINISTRATION and FINANCIAL

911 Services Advisory Board (SAB) and 911 Legislation:
The February 15 meeting was cancelled because of weather.

All dates are Mondays unless otherwise noted:
March 11, 2024 - cancelled
March 25, 2024
April 8, 2024
April 22, 2024
May 13, 2024
June 17, 2024
July 15, 2024
August 19, 2024
September 16, 2024
October 28, 2024
November 18, 2024
December 16, 2024

County Capitalization Policy
The County will be moving forward with the changes in the Capitalization policy. Staff met with CPA Melanie Koga to review some of the pending changes and prepare for a status meeting with Deputy Finance Director Mary Catherine Wells on March 6. The staff will be providing a more detailed memorandum outlining additional changes to the budget needed to meet GSAB requirements in future meetings after receiving direction from County Finance.

Legislation:

Below is a collection of legislation that pertains to ETS Boards, Telecommunicators or PSAPs and the legislation to request live access to encrypted radio. The most significant change developing is the insertion of Telecommunicators into labor language as a result of being termed first responders under the ETSA statute.

HB4339 Local Records – police scanners

Sponsor: La Shawn K. Ford
Filed: 1/3/24
1/16/24 Rules Committee
1/31/24 Executive Committee

Synopsis As Introduced

Amends the Local Records Act. Provides that a law enforcement agency that encrypts police scanner transmissions must provide, by license or otherwise, real-time access to those transmissions to broadcast stations, broadcasting stations, radio broadcast stations, and newspapers. Effective January 1, 2025.

HB5128 EM Telephone Board Members

Sponsor: Patrick Windhorst
Michael J. Coffey Jr.
Dave Severin
Filed: 2/8/24 assigned to Rules Committee
2/28/24 Police & Fire Committee

Synopsis As Introduced

Amends the Emergency Telephone System Act. Provides that an Emergency Telephone System Board shall include the county sheriff or the sheriff's designee and at least 2 (rather than 3) representatives of the 9-1-1 public safety agencies other than the sheriff's office.

HB5377 Community Emergency Services

Sponsor: Kelly M. Cassidy
Filed: 2/9/24 assigned to Rules
2/28/24 Assigned to Police & Fire Committee / Michael Kelly, Chair Chicago
3/5/24 Amendment #1 referred to Rules Committee

Synopsis as introduced

Amends the Community Emergency Services and Support Act. Provides that the EMS Medical Directors Committee or a chair appointed in agreement of the Division of Mental Health of the Department of Human Services and the EMS Medical Directors Committee (rather than the EMS Medical Directors Committee) is responsible for convening the meetings of a Regional Advisory Committee. Includes qualifications for the appointed chair. Provides that each Regional Advisory Committee and subregional committee established by the Regional Advisory Committee (rather than each Regional Advisory Committee) is responsible for designing the local protocols to allow its region's or subregion's 9-1-1 call centers (rather than its region's 9-1-1 call center) and emergency responders to coordinate their activities with 9-8-8 as required by the Act and for monitoring current operation to advise on ongoing adjustments to the local protocols. Designates the membership, meetings, and duties of a subregional committee. Makes conforming changes.

SB2812 Trauma Informed Response (Anna's Law)
Sponsor: Anne Gillespie
Filed: 1/17/12 referred to Assignments

Synopsis As Introduced
Creates the First Responder Trauma-Informed Response Training Act, which may be referred to as Anna's Law. Provides that, prior to the onboarding processes of a first responder, the individual must complete mandatory pass or fail trauma-informed response training, as established by the Department of Public Health. Provides that a first responder must also complete the pass or fail trauma-informed response training every 18 months after beginning work as a first responder. Provides that, if more than 18 months has elapsed after beginning work as a first responder and the first responder has not completed the retraining, the first responder may not perform trauma-related duties, such as responding to emergency calls, taking statements from victims, or interviewing victims. Provides that, if a first responder who is certified or licensed by the State or a subdivision of the State has not completed the required trauma-informed response retraining, the first responder may be decertified by the certifying entity or the first responder's license may be revoked by the licensing entity if retraining is not completed. Limits the concurrent exercise of home rule powers. Defines terms. Makes conforming changes in the Illinois Police Training Act and the Emergency Medical Services (EMS) Systems Act, including requiring the Department of Public Health to adopt rules to implement the trauma-informed response training and providing that the rules may allow or require the use of a training program from a university, college, or not-for-profit entity.

Notes: The training for this has been in place since 2016 according to ISP. In the full text, the first responder definition includes public safety telecommunicators and the definition of public safety telecommunicator "has the meaning given to that term in Section 3 of the Emergency Telephone System Act."

SB3294 Security Employee Bargaining
Sponsor: Linda Holmes
Filed : 2/7/2024
2/7/2024 Referred to Assignments
2/20/2024 Assigned to Labor
3/6/24 Postponed – Labor

Synopsis As Introduced
Amends the Illinois Public Labor Relations Act. Specifies that, for purposes of a provision in the Act concerning the resolution of disputes involving security employees, that the term "units of security employees of a public employer" includes units of county correction or detention officers, units of probation officers, and units of telecommunicators who are critical to public safety.

HB2161 Unlawful Discrimination – Family
Sponsor: Will Guzzardi
Filed : 2/6/2023
Sponsors Added: Maura Hirschauer, Sonya Harper, Nabeela Syed, Stephanie Kifowit,
2/20/2024 Lindsey LaPointe
2/29/24 Amendments #1 & #2 rules refers to Judiciary – Civil Committee

Synopsis As Introduced

Amends the Illinois Human Rights Act. Provides that it is the public policy of the State to prevent discrimination based on family responsibilities in employment. Defines "family responsibilities" as an employee's actual or perceived provision of care to a family member, whether in the past, present, or future. Provides that it is a civil rights violation for: (1) any employer to refuse to hire, to segregate, to engage in harassment, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges or conditions of employment on the basis of family responsibilities; (2) any employment agency to fail or refuse to classify properly, accept applications and register for employment referral or apprenticeship referral, refer for employment, or refer for apprenticeship on the basis of family responsibilities; and (3) any labor organization to limit, segregate, or classify its membership, or to limit employment opportunities, selection and training for apprenticeship in any trade or craft, or otherwise to take or fail to take, any action which affects adversely any person's status as an employee or as an applicant for employment or as an apprentice, or as an applicant for apprenticeships, or wages, tenure, hours of employment, or apprenticeship conditions on the basis of family responsibilities. Provides that it is a civil rights violation for a person, or for 2 or more persons, to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be discrimination based on family responsibilities. Makes conforming changes.

Note: Impact to potential shift work. Monitor.

ETSB Plan Modification Sheriff Request to Migrate to DU-COMM

The DuPage County Sheriff's Office provided ETSB with a Letter of Intent to migrate from ACDC to DU-COMM. There will be an action item on the agenda for this approval with the Sheriff's formal request letter and supplemental information. This requires a 9-1-1 Plan Modification with the State 9-1-1 Administrator. This short form modification plan is in process. Historically, staff has not brought the internal plan modifications to the ETS Board for approval.

The Sheriff has been working with DU-COMM to migrate dispatching services from ACDC to DU-COMM effective May 1, 2024. ETSB was able to turn a CAD testing format over to the DU-COMM at the end of February for Telecommunicator training.

Procurement / Major Contracts

Purchase Requests

Renewal of Existing Contracts

CDW Government LLC: Purchase Order 924008

ETSB has a CrowdStrike monitoring services license offered through the State at no cost and the Tech Focus Group discussed augmenting services to include the Retainer through CrowdStrike for cyber-attack mitigation and assistance. This additional service provides rapid engagement professional technical assistance in the event of a cyber security breach to the 9-1-1 System network. A retainer is also more cost effective than time and material services where the wait time for such services would be detrimental to the delivery of 9-1-1. If Retainer hours are not used in response to a computer security incident within the term of the contract, hours may be used for Incident Response Services or other hourly services within the CrowdStrike platform.

Total contract amount: $46,800.00

New Contracts

Insight Public Sector: Purchase Order 924007

This recommendation is to approve a contract to provide 500 GTS H7038IS-LI battery Li-Ion portable radio batteries for the APX7000XE fire radios. Batteries for the APX7000XE fire radios continue to be replaced for immediate use in the field to bridge the deployment gap for the new APXNext XN fire radio and continue to be difficult to source. Insight Public Sector was the only vendor that County Procurement received a response from and they are utilizing the OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03) contract at a 22.937% discount and is $1.66 less per battery than the FY23 Bid 23-052-ETSB.

Total contract amount: $65,500.00

Insight Public Sector: Purchase Order 924010

This recommendation is for SolarWinds Log and Event Manager licensing and one year of maintenance for a period running March 13, 2024 through March 12, 2025. This is a security monitoring software that is currently being use for CAD, Absolute Secure (formerly NetMotion) and other ETSB 9-1-1 systems. The software is used to notify IT staff of various security related issues (unauthorized logins attempts, AD objects creation/modifications, suspicious traffic activity, etc.). This software works in conjunction with Network Performance Monitor and allows preventative action to be taken before a system failure. This purchase is utilizing the Omnia Partners (Cobb County) IT Products and Services (#23-6692-03) contract. Other vendor quotes were obtained from SHI ($35,191.85) and CDW-G ($36,905.47) utilizing their respective contracts. Purchasing through Insight offered the lowest cost.

Total contract amount: $34,265.61

Open Purchase Order Utilization

Purchase Order	Total	Year to Date	Remaining Balance
FY24 CDW-G	$ 25,000.00	$ 2,323.16	$ 22,676.84
FY24 Dell	$ 30,000.00	$ 0.00	$ 30,000.00
FY24 Motorola	$ 50,000.00	$ 0.00	$ 50,000.00

Change Orders

Comcast Business Communications LLC: Purchase Order 922043/6145-1 Change Order #3

The renewal of existing services on the fiber network connecting the 9-1-1 network was approved by the ETS Board on November 9, 2022. This change order is being executed to document that LAG was added to the circuit and to adjust the language in the contract to reflect that the circuits do not extend beyond the state (amending the language from Interstate to Intrastate tax jurisdiction). This is an administrative change order to reflect the corrections in the rate charges. There is no monetary change to the overall encumbrance of the contract as the cost corrections fall below the threshold of the original contract dollar value. This change order corrects the contract and allows all fifteen invoices be processed for payment in the amount of $530,802.52. Invoices for December 2022 through November 2023 would be paid with FY24 funds and accrued back to FY23 by Finance for a total amount of $422,357.97, the subsequent invoices fall within FY24. The ETS Board has received a copy of the memorandum provided to the County Auditor for the explanation of the account.

SHI International Corp and Zendesk: Purchase Order 923018/6586-1 Change Order #1 (Pending)

On this agenda is a resolution authorizing ETSB Chairman Schwarze to sign the Transfer of Governance on behalf of ETSB. The execution of this document will allow SHI International to prepare a quote to add

ETSB to the Enterprise Suite Level Service Contract created by the County. The current ETSB Zendesk contract expires in September 2024. In order for SHI to prepare a quote for Zendesk services for years FY25-26, Zendesk requires a Transfer of Governance form executed by ETSB and the County. Per Zendesk, this form allows Zendesk legal to confirm both the assignor and assignee are current Zendesk customers. While the Transfer will allow for the generation of a quote for upgraded services and lock in the cost for multi-year savings, the agreement is non-binding if ETSB chooses not to move forward. The Transfer will then go to the Technology Committee as informational on the March 19 agenda, with County Board to follow on March 26 and Chair Conroy to sign on behalf of the County. Once the quote is received, ETSB staff will do a cost comparison and make a recommendation to the ETS Board at the next meeting. The ETS Board has received a memorandum regarding this matter.

Payment of Claims:
On the agenda this month is the Payment of Claims as listed below. The Payment of Claims includes Chairman's authorization letter, Detail listing of obligations vs. budget, and *Bank Account Payment History Report* for Internal and External Payments for FY24.

Bills List FY24
External Payments FY24
Total for Fund 5820 for March 13 meeting: $708,626.28

Revenue and Expenditures
Revenue**:** Equalization Revenue Reports are on the consent agenda: $1,178,650.54

The October 2023 surcharge was received on February 12 in the amount of $1,178,650.54.

9-1-1 CORE SYSTEM MANAGEMENT

State of Illinois ISP/Circuits/NextGen 911 ESInet:
State of Illinois GIS NG 9-1-1: ISP has provided an updated tool for the GIS data submission process. This tool has been received by County GIS.

State of Illinois Text to 911: AT&T and the State of Illinois have completed kickoff calls with Intrado. Intrado is the vendor that will handle the delivery of the text to the 9-1-1 centers. The two PSAPs are in the process of gathering data.

NG9-1-1 Grant opportunity CAD to CAD interface: ETSB has provided quotes from both Central Square and Hexagon to the 9-1-1 System Administrator to review for the CAD to CAD interface. She has confirmed receipt and has advised that DuPage will be a part of a group grant application once her review is complete.

Customer Premise Equipment (CPE):
The DU-COMM location has both IPFlex circuits installed. Final testing of the new circuit will be completed once the ORT date has been finalized by AT&T and the circuit installation has been completed at ACDC.

AT&T is working to finalize the design of the second circuit at ACDC. AT&T engineering confirmed that two diverse fiber paths are in place; however, AT&T now indicates that the IPFlex service requires a Dedicated Internet Service (ADI) to complete the order. ETSB and PSAP staff have requested a meeting with the AT&T engineers to review the design showing ADI.

Once the circuit has been completed, AT&T will reissue cut over dates for the transition to NG9-1-1 and the new Vesta platform.

DuJIS CAD:

	Year to Date		Past Month					
			Totals		Categories of Open Tickets			
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Referred to Hexagon	Open/Waiting on Customer
CAD	53	49	33	33	4	0	0	0
MPS	62	53	33	25	0	0	0	1
Total	115	102	66	58	4	0	0	1

Projects:

DSO Consolidation:

ETSB and DU-COMM staff met and reviewed a spreadsheet of tasks needed to be completed for the Sheriff's Office move to DU-COMM. Currently, all ETSB assigned tasks have been completed. The CAD system has been updated on the test environment and has been turned over to DU-COMM for verification. A placeholder has been attached to the bi-monthly CAD Focus Group meeting to review any feedback and discuss any changes needed.

Fusus: (Oak Brook PD) The Fusus EdgeFrontier (Xalt) Interface was deployed into production August 18, 2023 and Oak Brook has confirmed that the Hexagon side of the interface is working as designed. The Fusus interface for both Oak Brook Terrace and Wheaton were deployed to Fusus for initial testing on October 17, 2023, and that testing is currently in process.

On February 26, 2024 ETSB spoke with Oak Brook police to confirm the interface was working as designed, and to finalize the interface sign off documents. Oak Brook is reviewing internally and will report back to ETSB.

Tablet Command: (Fire) This project has been turned over to Barlett Fire Protection District. Final Steps: Bartlett Fire internal signoff process for acceptance.

LEADS 3.0 Interface: (PSAPs) ETSB continues to test the update along with Hexagon and the Aurora Police Department. Progress continues to move forward with minimal issues at this time to meet the May 31, 2024 interface extension granted by the Illinois State Police.

CAD/MPS software update:

ETSB, in conjunction with Hexagon, has successfully upgraded the server to the H2 2023 version of the CAD software. ETSB is currently testing the environment and things are going very well. The expectation is that the ETSB will be ready to get this version rollout out to the PSAP training environment by mid-March for PSAP testing.

The MPS upgrade project is currently on hold pending the Hexagon MPS update which is planned to be completed by March 15, 2024. Once the update is completed, ETSB will validate everything is working and the test laptops that will be provided to the Police & Fire test teams will be re-configured with the updated version of MPS. ETSB staff will be coordinating with the RMS Police Executive Committee and the Fire MPS User Group for SMEs to do in-depth user testing. Installation instructions for agencies' local IT have been finalized and distributed to the project team.

CAD Workstations Upgrades:
New CAD workstations were successfully deployed at ACDC. DU-COMM prefers to use a mechanical keyboard which is not compatible with the new workstation. DU-COMM is currently testing a USB Hub to see if it will allow the mechanical keyboard to work with the new CAD workstations. Replacement pending test results.

NetMotion (Absolute Secure):

	Year to Date		Past Month					
			Totals		Categories of Open Tickets			
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Referred to Hexagon	Open/Waiting on Customer
Absolute Secure	27	27	12	12	0	0	0	0

Absolute Secure Access:
No system issues reported. Currently have approximately 900 devices registered.

Comcast Network Hardware upgrade:
ETSB is excited to report that the upgrade to the new comcast network infrastructure went very smoothly and the new environment has been running for approximately four weeks with no issues to report. Project has been closed out successfully.

VMware Upgrade:
Hexagon will start a VMware upgrade on Monday, Mrach 4 at the ACDC site. DU-COMM will be scheduled for a later date in March.

Windows Patching:
The next patch cycle will be in April 2024.

Fire Station Alerting System (FSAS):

	Year to Date		Past Month				
			Categories of Open Tickets				
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Open/Referred to Purvis
FSA	30	27	16	15	0	0	2

There were no major system issues reported.

DU-COMM Fire West / Fire North Project:
ETSB and DU-COMM staff met with Purvis to discuss options for testing which combines Fire West and Fire North for a 30-day testing period. Purvis demonstrated the process for adding the Fire West agencies into the Fire North talkgroup on the Dispatch Management (DM) console. The switch does not require backend programming changes and can be completed in a few minutes once the data is staged. Undoing the switch can be accomplished from the DM console in a few minutes in the event the testing needs to be suspended.

Geographic Information Systems (GIS):

	Year to Date		Past Month							
			Totals			Categories of Open Tickets				
Category	Opened	Closed	Total	Closed	Open Tickets	System Error Tickets	Configuration Tickets	Pending Refresh	Pending Closed/ Verification by PSAPS	Open/ Referred to Hexagon
GIS	118	81	52	18	23	0		18	0	0

Argonne Common Places Project :
As of February 27, County GIS held a meeting with all of Argonne GIS team and the DuPage County GIS team members and walked through the requirements of CAD GIS data integration. Waiting on Argonne lab team to configure data for us to review.

Addison Fire Response Districts Project:
This project is in the final phase. ACDC is currently in the test environment and verifying all of the changes and updates requested Addison Fire are prepped and ready for the upcoming map roll. This project is on track.

Oak Brook Police Beat and Sub-Beat Project:
This project is nearing the final phase. All ESZs have been created in the Test CAD environment. DU-COMM is working on programming the run orders into CAD. When this is completed, the map roll can be done in the test environment and verification can begin.

NG911 Project:
County GIS is working on the MSAG portion of the ISP NG911 data submittal using the updated workflow tools ISP has provided. These tools allow for better accuracy of the data needed for submittal.

9-1-1 System Memos:

Total Memos	New Memos	Updated Memos	Closed Memos	Open Memos
126	1	0	0	9

New Memos:
Memo 126: New Event type for electric vehicle fires. The CAD Focus Group came to a consensus to add the new event type. ETSB added the new event type to the test environment and testing is in process.

Closed Memos: No memos were closed during this reporting period.

Open Memos:
Memo 34: Installation of LAG on the Comcast network. The Tech Focus Group recommended Comcast add Link Aggregation (LAG) to the network at each end point. LAG will be reviewed by the Tech Focus Group on March 4, 2024 for consensus to close the memo.

Memo 37: Hexagon software audit. The Tech Focus Group recommended a review of the software to determine if there were accounts that could be removed or reassigned in the software. This work will be completed with the installation of the CAD update.

Memo 103: CAD/Vesta Standardization. The CAD Focus Group requested a standardized way to search for locations in the map for both CAD and CPE. Currently this is not an option. Motorola is investigating whether a change can be applied to the new CPE mapping software.

Memo 108: Change ANI/ALI dump workflow in CAD. The CAD Focus Group requested a change to the workflow for the ANI/ALI dump of data from the CPE to CAD. Currently this is not an option. ETSB staff will investigate options in the new CAD software once it is implemented.

Memo 110: Options for Tones in Fire Station Alerting. DU-COMM requested exploring different options for toning in FSA. DU-COMM has successfully completed testing their solution with one note: Static was noticed on Fire West. DU-COMM is going to re-test that setting on the new radios prior to closing out the memo.

Memo 113: Shot/Stab Event Type. ACDC requested investigating creating two separate event types.: One for shot and one for stab. This is currently at the Directors' level for review.

Memo 124: New CAD event type. DU-COMM has requested either a new event type or a modification of an existing event type for a car accident vs building. The CAD Focus Group came to a consensus to implement this change. The event type will be added to the test environment prior to deploying the update.

Memo 125: Integration of Priority dispatch software and the Eventide Recorder. The CAD Focus Group came to a consensus to add an integration between the audio recorder and the EMD quality assurance software. There is no cost to the integration at this point. ETSB staff worked with the vendors to implement the solution and testing is underway.

DuJIS PRMS:
The RMS Manager's monthly memorandum for February has been attached to this report, as well as the Hexagon Service Manager's summary and Resident Systems Analyst's (RSA) weekly report(s).

DU PAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM (DEDIRS)

Motorola System Manager Report
This update is located at the end of the monthly report.

DEDIR System Radio Replacement
CommandCentral Aware: CommandCentral Aware has been deployed to both PSAPs. ACDC has provided access and training to all their Telecommunicators. As was reported last month, DU-COMM supervisory staff has been provided access and is currently evaluating their trainings options.

Encryption: Currently the Police Focus Group is testing radio encryption on the OHSEM talkgroup with ADP encryption. As this testing is ongoing the Motorola System manager and OHSEM staff are working on finalizing the testing plan for AES.

APXNext Radios (Police):
Radio Firmware Update: Motorola has advised that a new firmware for the APXNext radios will be available at the end of April. The Motorola System Manager is reviewing the release notes and

material for an information session is being developed. Once the material is finalized, ETSB staff will schedule a virtual meeting with all DEDIRS points of contact to review the update process.

Charger Firmware Update Requirements**:**
There are no firmware updates currently scheduled for chargers.

APXNext (Fire):
APX8500 and APX7500 mobile:
Several agencies have identified a potential interference issue with the APX8500 mobiles. It has been reported that VHF audio can block out STARCOM audio when radios are in proximity. This was initially reported and can be replicated on APX8500 mobiles. Anecdotal reports have been received that at least one APX7500 mobile has experienced the same problem. That agency is doing additional testing and will report back to ETSB and Motorola.

Motorola field engineering and the System Manager met with Westmont Fire staff on February 8. They completed several testing scenarios and were able to identify the power setting in the radio where the traffic from VHF would block out the STARCOM audio. This power setting has been provided to the Motorola product group for additional follow up.

APXNext XN/XE: As reported last month, the Fire Focus Group members have received demo radios of the APXNext XE. This radio is the ruggedized version of the APXNext radio that was distributed to the police agencies. The Fire Focus Group is evaluating the capabilities of the XE as an alternative solution.

NFPA Committee: Fire Focus Group Members Retired Deputy Chief Jim Connolly from Westmont and Lt John Sullivan from Addison will be participating in the NFPA review of the standard at their annual meeting the week of March 3, 2024.

Surplus Assets
On the agenda this month is a resolution declaring equipment, inventory, and/or property, as surplus. 101 APX7000/7000XE radios from 2011, listed on Attachment A, are being declared as surplus. These are the legacy radios turned in from Lisle and Woodridge PDs.

Sale of Inventory:
On this agenda is a resolution to approve the sale of inventory to the Wayne Police Department. Five (5) APXNext single band portable radios and accessories were procured for Wayne PD as part of the radio replacement project. A sales agreement accompanies the resolution and if approved by the ETS Board, will follow on the March 26 agenda for County Finance approval as all assets purchased by ETSB with 9-1-1 surcharge are considered property of the County by statute.
Total amount of the sale: $32,656.40

Policy Advisory Committee (PAC):
The PAC's next regular meeting is on Monday, March 4, 2024.

STARCOM Wheaton Tower October 30-31 Outage:
March Update:

- Motorola has confirmed that the West Chicago tower is operating as expected. The drone footage did not reveal any damage.

- SmartConnect/LMR failover. Motorola has conducted additional field surveys to gather data for optimizing the failover settings in the APXNext radios. The field survey results have been provided to the Motorola engineers for review.

Summary of Event:

- Wheaton STARCOM radio tower went offline on October 30, 2023 from 10:30am until October 31, 2023 at 3:45am.
- Fiber between the tower and the AT&T central office was cut during construction work taking place on the county campus for the new animal services building.
- In anticipation of the construction work, the fiber between the tower and AT&T central office had been relocated. The new fiber was marked but a section of the fiber bowed 10 feet further than the markings shown.
- Monday.com updates were provided to the PSAPs as new information became available.

Impact:

- APX4000s in the vicinity of the Wheaton Tower would go in and out of range.
- APXNext radios in the vicinity of the Wheaton Tower switched to LTE.
- DU-COMM and ACDC moved agencies in the vicinity of the tower to backup radio channels.

MOTOROLA SOLUTIONS

STARCOM21

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TO: Linda Zerwin, ETSB Executive Director
FROM: Andy Saucedo, Motorola System Manager
DATE: March 1, 2024
SUBJECT: STARCOM 21 DEDIRS Monthly Report

Projects:

DEDIR System Radio Replacement

- APXNext Police: Original order deployed with ADP encryption and testing is being conducted on the OHSEM talkgroup. ADP to AES encryption plan pending.

- APXNext New Hire Police: Change order complete and radios received. Open orders to be filled including cache radios and DU-COMM.

- APX8500: Reports of Starcom to VHF radio reception issues. It may be due to vehicle antenna placement or radio receiver sensitivity settings. Field test conducted at Westmont 2/13/24. All findings were provided to Motorola engineering. Last case status update 2/26/24, Engineering is still reviewing data and tests.

- APXNext XN Fire: Fire Focus presented XN issues to NFPA for TIA process. Fire radio configuration templates need IGA finalization with outside agency. Motorola Product Group has sent updates to ETSB regarding the repeat notification and firmware release to allow configurable Hazard Zone.

- APXNext XE Fire: Demo radios have been programmed and provided to Fire Focus members for field testing.

Service Tickets
Feburary

	Year to Date		Past Month					
			Totals		Categories of Tickets			
Category	Opened	Closed	Total	Closed	Consumable replaced	Alias or Configuration	Sent to Depot	Other
APX 7000	20	18	8	8	8	0	0	0
APX Next (police)	18	12	12	14	5	5	0	2
APX NextXN (fire)								
APX 8500 (mobiles)	11	11	4	4	4	0	0	0
APX4000	3	3	2	2	2	0	0	0
Other models	1	1	0	0	0	0	0	1
Total	53	45	26	28	20	5	0	3

Programming – Projects

Code plug updates:

2/27/24 Warrenville PD APX 8500 firmware updated to R30.04 to address a control head power on/off issue. Also additional zone and channel were added to the VHF capable dual head, Zone WRP VHF PW Channel WARN PW Frequency 154.00250.

Codeplug Creation:

There were none at this time.

Consolidations:

There were none at this time.

Radio Alignment:

There were none at this time.

STARCOM21

Scheduled Maintenance**:**

System Patches:

- Notification of planned maintenance to be performed affecting the STARCOM21 system CRQ000000277393 - Starcom Wave - Update Windows security certificate - 2/1/24
  Notification of planned maintenance to be performed affecting the Starcom system on Thursday the 1st, beginning at 10:30 am and lasting approximately 15 minutes.
  Work performed: Wave system security certificate implementation.
  Work completed by: Motorola NOC
  Impact: All Wave users on the system

- The Starcom21 System with help from the Upgrade Operations team will be upgraded to the 2022.1 release beginning Tuesday, January 16th. This effort will last two weeks until Friday, January 26th for central and southern Illinois. And it will resume again from 2/13 until 2/23 Northern Illinois.

- Tuesday, 2/13/24
  1:00 PM- Site Trunking Event- Please be aware this will be around a 5-minute event
  Red X's on Consoles for 5 Minutes as well

- Wednesday, 2/14/24
  10:00 am- Site Trunking Event (~5 Minute Event)
  Red X's on Consoles for 5 Minutes as well
  4:30 pm - Site Trunking Event (~5 Minute Event)
  Red X's on Consoles for 5 Minutes as well

- Thursday, 2/15/24
  12:00pm- Site Trunking Event (~5 Minute Event)
  Red X's on Consoles for 5 Minutes as well
  Conventional Resources will be unavailable during CCGW Reboots

- IL_STARCOM Monthly Application of Windows Motopatch 2024.01 – Patching 2/14/24 Monthly MOTOPATCH for Windows process was performed on applicable clients in your ASTRO System.

- IL Starcom System ID: 0140 ASTRO: 2020.1 - 2024.Q1 March Core Patching for Zone(s) 1 2 3 5. Remote Security Update Services (RSUS) team is scheduled to apply applicable security patches to the following ASTRO System: IL Starcom System ID: 0140. The patching activity was planned for the following date(s) and start times: 3/13/2024 9:00 AM CST and 3/14/2024 8:30 AM CST. The RSUS team will be applying important security patches to the identified ASTRO system.

Command Central Patches:
There were none at this time.

SmartConnect Patches:

- [Scheduled Maintenance] SmartConnect (Australia, Canada, United States)

The scheduled maintenance has been completed.
Start: 15/Feb/2024 @ 3:30 AM CST (UTC -6)
End: 15/Feb/2024 @ 9:30 PM CST (UTC -6)

- [Scheduled Maintenance] SmartConnect (United States)

The scheduled maintenance has been completed.
Start: 19/Feb/2024 @ 9:00 PM CST (GMT -6)
End: 20/Feb/2024 @ 7:00 AM CST (GMT -6)

- [Scheduled Maintenance] SmartConnect (United States)

The scheduled maintenance has been completed.
Start: 20/Feb/2024 @ 9:00 PM CST (GMT -6)
End: 21/Feb/2024 @ 7:00 AM CST (GMT -6)

- [Scheduled Maintenance] SmartConnect (Canada, United States)

The scheduled maintenance has been completed.
Start: 22/Feb/2024 @ 3:30 AM CST (UTC -6)
End: 22/Feb/2024 @ 9:30 AM CST (UTC -6)

- [Scheduled Maintenance] SmartConnect (Canada, United States)

The scheduled maintenance has been completed.
Start: 28/Feb/2024 @ 3:30 AM CST (UTC -6)
End: 28/Feb/2024 @ 9:30 AM CST (UTC -6)

Radio Central Patches:
There were none at this time.

Unscheduled System Outages:
There were none at this time.

Releases**:**
APX NEXT Firmware APX NEXT R05.05.00 CPS R32.00.00 was released 2/15/24. It included new products and features. Defect repairs included. Firmware is a maintenance and repair release. A project plan is being developed to push out the update.

APX Portables and Mobiles (APX 4000 and APX 8500) Firmware R32.03.00 CPS R32.00.00 was released 1/17/24. It included new products and features. Defect repairs included. Firmware is a maintenance and repair release. A project plan is being developed to push out the update.

Motorola will do a large scale cumulative release in April. The System Manager recommends pushing out the smaller releases with the large-scale cumulative release once the firmware becomes available for a more efficient process. The System Manager will develop a project plan for the users. This will be the second firmware update since the overall deployment of the APX NEXT radios.

Meetings:
February PAC meeting 2/5/24

Training
There was none at this time.

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Grade of service report:

January 2024 Starcom21 GoS Report

Hour	GoS	Utilization	Erlangs	Excess Erlangs	Days of Data	Total PTTs	Total Talk Time (sec)	Average Talk Time (sec)	Total Busy	Total Busy Time (sec)	Average Busy Time (sec)
0:00:00	0.00	21.03	3.58	6.82	31.00	2562.97	12872.23	5.02	0.00	0.00	0.00
1:00:00	0.00	18.51	3.15	7.25	31.00	2270.29	11329.97	4.99	0.00	0.00	0.00
2:00:00	0.00	16.22	2.76	7.64	31.00	1942.58	9925.81	5.11	0.00	0.00	0.00
3:00:00	0.00	14.51	2.47	7.93	31.00	1718.00	8880.52	5.17	0.00	0.00	0.00
4:00:00	0.00	15.69	2.67	7.73	31.00	1861.55	9602.23	5.16	0.00	0.00	0.00
5:00:00	0.00	16.05	2.73	7.67	31.00	1870.16	9825.19	5.25	0.00	0.00	0.00
6:00:00	0.00	17.33	2.95	7.45	31.00	2144.74	10605.19	4.94	0.00	0.00	0.00
7:00:00	0.72	26.06	4.43	5.97	31.00	3211.84	15951.45	4.97	23.13	123.19	5.33
8:00:00	0.84	31.42	5.34	5.06	31.00	3818.90	19226.06	5.03	32.19	172.39	5.35
9:00:00	0.00	32.58	5.54	4.86	31.00	4010.48	19936.35	4.97	0.10	2.26	23.33
10:00:00	0.00	32.68	5.56	4.84	31.00	4026.55	20000.74	4.97	0.03	0.13	4.00
11:00:00	0.00	30.65	5.21	5.19	31.00	3759.29	18758.87	4.99	0.03	1.32	41.00
12:00:00	0.00	31.76	5.40	5.00	31.00	3909.06	19437.06	4.97	0.19	1.29	6.67
13:00:00	0.00	32.69	5.56	4.84	31.00	4007.58	20004.97	4.99	0.03	7.13	221.00
14:00:00	0.00	32.73	5.56	4.84	31.00	4076.68	20032.74	4.91	0.19	4.06	21.00
15:00:00	0.06	34.57	5.88	4.52	31.00	4339.42	21155.00	4.88	2.39	27.10	11.35
16:00:00	0.02	33.53	5.70	4.70	31.00	4186.23	20519.10	4.90	0.97	12.19	12.60
17:00:00	0.00	32.07	5.45	4.95	31.00	3996.06	19624.19	4.91	0.03	0.10	3.00
18:00:00	0.00	29.00	4.93	5.47	31.00	3594.84	17747.35	4.94	0.00	0.00	0.00
19:00:00	0.00	27.37	4.65	5.75	31.00	3464.29	16749.84	4.83	0.00	0.00	0.00
20:00:00	0.00	27.24	4.63	5.77	31.00	3452.00	16670.23	4.83	0.16	0.48	3.00
21:00:00	0.00	26.01	4.42	5.98	31.00	3275.68	15916.39	4.86	0.00	0.00	0.00
22:00:00	0.00	24.88	4.23	6.17	31.00	3151.19	15227.29	4.83	0.00	0.00	0.00
23:00:00	0.00	22.63	3.85	6.55	31.00	2847.97	13851.29	4.86	0.00	0.00	0.00

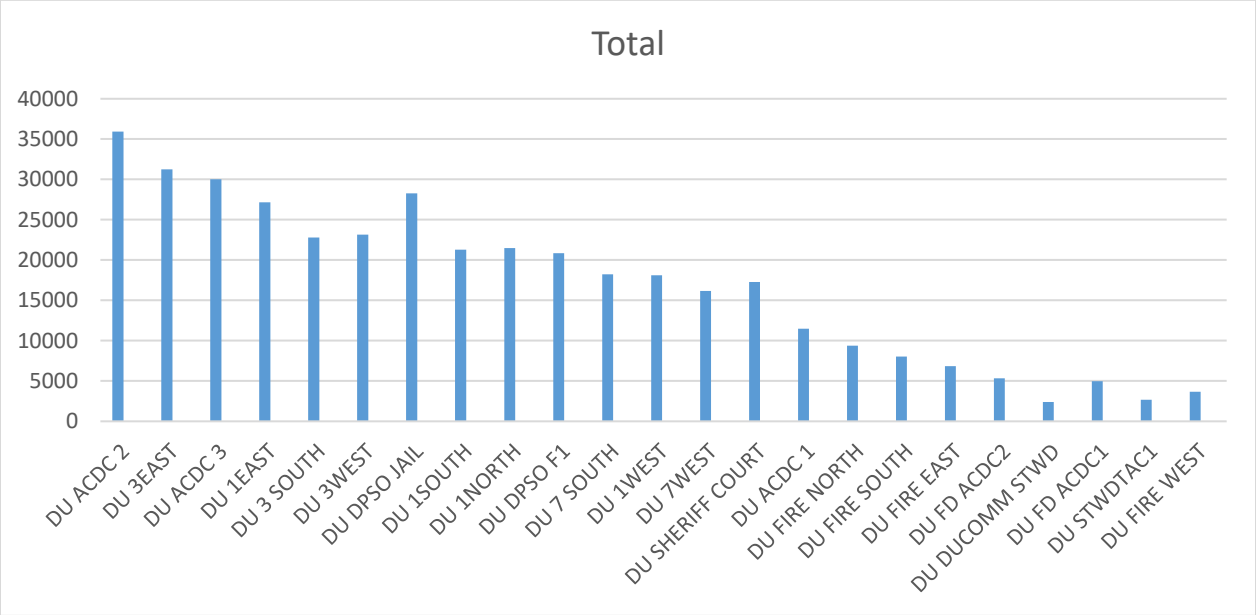
DEDIRS Usage Report:

Talk Groups	Push To Talk Counts
DU ACDC 2	35938
DU 3EAST	31259
DU ACDC 3	30003
DU 1EAST	27162
DU 3 SOUTH	22799
DU 3WEST	23145
DU DPSO JAIL	28275
DU 1SOUTH	21296
DU 1NORTH	21474
DU DPSO F1	20855
DU 7 SOUTH	18240
DU 1WEST	18094
DU 7WEST	16182
DU SHERIFF COURT	17266
DU ACDC 1	11485
DU FIRE NORTH	9368
DU FIRE SOUTH	8024
DU FIRE EAST	6848
DU FD ACDC2	5318
DU DUCOMM STWD	2401
DU FD ACDC1	4976
DU STWDTAC1	2674
DU FIRE WEST	3664
Grand Total	477401

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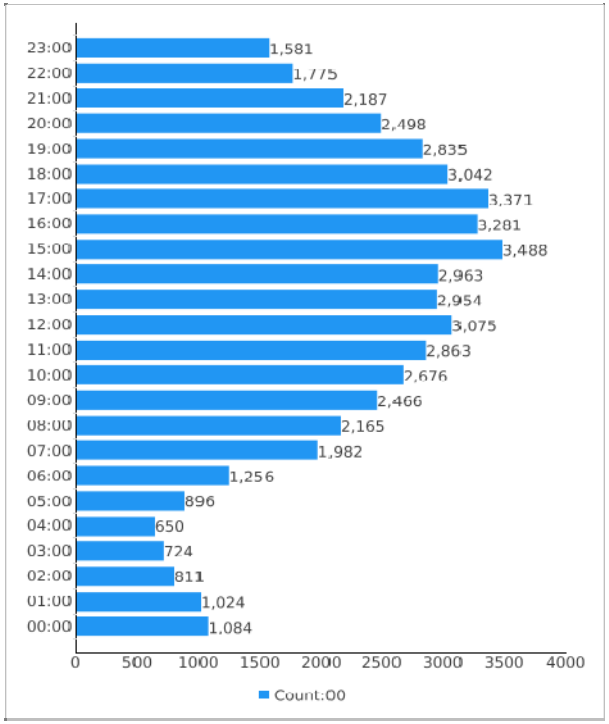
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ALI AUDIT SUMMARY SNAPSHOT

Calls occuring between: 02-01-2024 12:02:29 AM and 02-29-2024 11:57:05 PM

Calls by Hour **Total: 51,647**



Calls by Response Code

	Response Code	Total
0	No Active Paths	0
1	One Path OK	530
2	Both Paths OK	51,065
7	Manual Query Denied	0
9	Record Not Found	52
Total		51,647

Calls by Query Type

	Query Type	Total
I	Initial	24,433
M	Manual	37
R	Repeat	27,177
T	Test	0
Total		51,647

Calls by Call Type

	Call Type	Total
A	Anonymous Call [911-0000]	104
E	ESCO [911-0XXX]	0
S	Standard ANI Received [NXX-XXXX]	47,616
U	Uninitialized Call [911-XXX-XXXX]	3,927
Z	Seizure with no ANI [000-0000]	0
Total		51,647

Calls by Class of Service

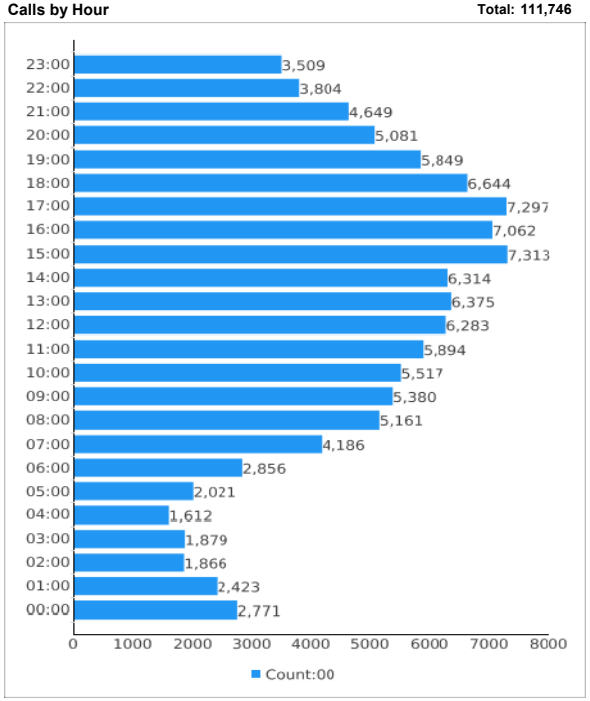
	Class of Service	Initial Query	Manual Query	Repeat Query	Test Query	Total
	N/A	26	26	0	0	52
0	Business OPX	0	0	0	0	0
1	Residence	420	1	6	0	427
2	Business	534	3	16	0	553
3	Residence PBX	0	0	0	0	0
4	Business PBX	64	0	2	0	66
5	Centrex	7	0	0	0	7
6	Coin 1 Way Ot	0	0	0	0	0
7	Coin 2 Way Out	0	0	0	0	0
8	Mobile	0	0	0	0	0
9	Residence OPX	0	0	0	0	0
A	Cust Owned Coin Telephone	0	0	0	0	0
B	ESCO Failure	102	0	2	0	104
C	VoIP Residence	0	0	0	0	0
D	VoIP Business	4	0	1	0	5
E	VoIP Coin/Pay Phone	0	0	0	0	0
F	VoIP Wireless	0	0	0	0	0
G	Wireless Phase 1	3,497	0	491	0	3,988
H	Wireless	16,120	5	26,526	0	42,651
J	VoIP Nomadic	0	0	0	0	0
K	VoIP Enterprise Solutions	0	0	0	0	0
T	VoIP Coin/Pay Phone	0	0	0	0	0
V	VoIP Services	3,651	2	129	0	3,782
X	TEXT TO 911	0	0	0	0	0
Total		**24,425**	**37**	**27,173**	**0**	**51,635**

Calls occuring between: 02-01-2024 12:02:29 AM and 02-29-2024 11:57:05 PM

ALI AUDIT SUMMARY SNAPSHOT

Calls occuring between: 01-01-2024 12:00:04 AM and 03-01-2024 04:54:01 AM

Calls by Hour **Total: 111,746**



Calls by Response Code

	Response Code	Total
0	No Active Paths	2
1	One Path OK	2,543
2	Both Paths OK	109,053
7	Manual Query Denied	0
9	Record Not Found	148
Total		111,746

Calls by Query Type

	Query Type	Total
I	Initial	53,081
M	Manual	110
R	Repeat	58,555
T	Test	0
Total		111,746

Calls by Call Type

	Call Type	Total
A	Anonymous Call [911-0000]	227
E	ESCO [911-0XXX]	0
S	Standard ANI Received [NXX-XXXX]	104,668
U	Uninitialized Call [911-XXX-XXXX]	6,851
Z	Seizure with no ANI [000-0000]	0
Total		111,746

Calls by Class of Service

	Class of Service	Initial Query	Manual Query	Repeat Query	Test Query	Total
	N/A	67	65	16	0	148
0	Business OPX	0	0	0	0	0
1	Residence	1,060	14	34	0	1,108
2	Business	1,046	14	26	0	1,086
3	Residence PBX	0	0	0	0	0
4	Business PBX	142	2	5	0	149
5	Centrex	16	0	0	0	16
6	Coin 1 Way Ot	0	0	0	0	0
7	Coin 2 Way Out	0	0	0	0	0
8	Mobile	0	0	0	0	0
9	Residence OPX	0	0	0	0	0
A	Cust Owned Coin Telephone	0	0	0	0	0
B	ESCO Failure	219	0	8	0	227
C	VoIP Residence	0	0	0	0	0
D	VoIP Business	10	0	1	0	11
E	VoIP Coin/Pay Phone	0	0	0	0	0
F	VoIP Wireless	0	0	0	0	0
G	Wireless Phase 1	7,186	1	1,012	0	8,199
H	Wireless	35,603	11	57,173	0	92,787
J	VoIP Nomadic	0	0	0	0	0
K	VoIP Enterprise Solutions	0	0	0	0	0
T	VoIP Coin/Pay Phone	0	0	0	0	0
V	VoIP Services	7,721	3	276	0	8,000
X	TEXT TO 911	0	0	0	0	0
Total		**53,070**	**110**	**58,551**	**0**	**111,731**

Calls occuring between: 01-01-2024 12:00:04 AM and 03-01-2024 04:54:01 AM

Monthly 9-1-1 System Call Count

For (Call Origin)

Creation Date: 03/01/2024 09:43:18 AM

Grouping: Site & Call Origin

Date Range: 02/01/2023 12:00:00 AM - 02/29/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Detail Information

Site	Call Origin	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
			Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	Incoming	364,858	133,006	231,852	0	7,658	110,203	11,492	0	3,653	0	9,176	00:00:04
	Internal	24,727	0	24,727	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	104,411	0	104,411	0	0	0	0	0	0	104,411	0	00:00:00
	Total	493,996	133,006	360,990	0	7,658	110,203	11,492	0	3,653	104,411	9,176	00:00:04
DU-COMM	Incoming	748,173	298,119	450,054	0	15,810	228,523	49,984	0	3,802	0	19,618	00:00:05
	Internal	116,969	0	116,969	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	178,850	3	178,847	0	0	0	0	0	0	178,850	0	00:00:00
	Total	1,043,992	298,122	745,870	0	15,810	228,523	49,984	0	3,802	178,850	19,618	00:00:05
Total		1,537,988	431,128	1,106,860	0	23,468	338,726	61,476	0	7,455	283,261	28,794	00:00:05

Monthly 9-1-1 System Transfer Count

For (Call Origin)

Creation Date: 03/01/2024 09:45:41 AM

Grouping: Site & Call Origin

Date Range: 02/01/2024 12:00:00 AM - 02/29/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	2,295	2,295	0	0	56	2,048	191	0	0	0	0	00:00:04
DU-COMM	2,403	2,403	0	0	27	2,228	148	0	0	0	0	00:00:05
Total	4,698	4,698	0	0	83	4,276	339	0	0	0	0	00:00:05

Year to Date 9-1-1 System Call Count

For (Call Origin)

Creation Date: 03/01/2024 09:40:43 AM

Grouping: Site & Call Origin

Date Range: 01/01/2023 12:00:00 AM - 02/29/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Detail Information

Site	Call Origin	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
			Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	Incoming	390,391	141,880	248,511	0	8,163	117,678	12,303	0	3,736	0	9,709	00:00:04
	Internal	26,549	0	26,549	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	112,494	0	112,494	0	0	0	0	0	0	112,494	0	00:00:00
	Total	529,434	141,880	387,554	0	8,163	117,678	12,303	0	3,736	112,494	9,709	00:00:04
DU-COMM	Incoming	800,740	318,748	481,992	0	17,194	244,274	53,349	0	3,931	0	20,829	00:00:05
	Internal	125,330	0	125,330	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	191,770	3	191,767	0	0	0	0	0	0	191,770	0	00:00:00
	Total	1,117,840	318,751	799,089	0	17,194	244,274	53,349	0	3,931	191,770	20,829	00:00:05
Total		1,647,274	460,631	1,186,643	0	25,357	361,952	65,652	0	7,667	304,264	30,538	00:00:05

Year to Date 9-1-1 System Transfer Count

For (Call Origin)

Creation Date: 03/01/2024 09:44:40 AM

Grouping: Site & Call Origin

Date Range: 01/01/2024 12:00:00 AM - 02/29/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	5,101	5,101	0	0	132	4,547	422	0	0	0	0	00:00:04
DU-COMM	5,329	5,329	0	0	70	4,949	310	0	0	0	0	00:00:05
Total	10,430	10,430	0	0	202	9,496	732	0	0	0	0	00:00:05

In process/Testing
Implemented
Pending Research
Closed/Enhancement
Closed

911 System Design Standardization Memos

Memo #	Date Opened	Origin	Title	DESCRIPTION	STATUS of MEMO (Pending, In Process/Testing, Pending/Research, Implemented, Closed/Enhancement tot Product Development, Closed)	Closed Date	CAD FOCUS	TECH FOCUS	FSA FOCUS	MPS	DIRECTORS	ETS BOARD
1	04/08/20	CAD	Informer Trigger words	Request to eliminate words that trigger an alert when entered into CAD	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
2	02/18/20	CAD	Alphanumeric Verification	enables a setting that will allow alphanumeric addresses to geo-verify without a space.	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
3	03/17/20	CAD	Auto Verifiation of address	disable automatically geo-verifying addresses that are unique in the system.	Enhancement tot product development		Research	N/A	N/A	N/A	N/A	
4	03/17/20	CAD	on-off ramp entries	enhance the TCs' ability to identify on and off ramps for the highways	closed	03/15/22	Consensus	N/A	N/A	N/A	N/A	
5	03/14/20	CAD	Pro-QA data export	request to escalate the priority of a data export to facilitate the development of a single server for Pro-QA software	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
6	03/18/20	CAD	Elminate the 2 or 3 digit code from Purvis	removing the 2 or 3 digit code from the Purvis announcement.	Closed	08/20/20	Consensus	N/A	Consensus	N/A	N/A	
7	03/17/20	CAD	Half addresses	presentation of two options for how to handle half-addresses.	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
8	04/03/20	CAD	Command Line Font size	the font size larger on the command lines- expanded to the multi-command line	Enhancement tot product development		Consensus	N/A	N/A	N/A	N/A	
9	04/03/20	CAD	PI-Delay	adjust an event code that corresponded to a car accident with injuries that was delayed	Closed	04/08/20	Consensus	N/A	N/A	N/A	N/A	
10	04/06/20	CAD	Street Aliases	discuss options for alias street names in the CAD system. This would apply to streets such as North Ave AKA Route 64	Closed	10/06/20	Consensus	N/A	N/A	N/A	N/A	
11	01/27/20	FSA	Cover Memo	Outline of the memo process	Closed	01/23/20	N/A	N/A	Consensus	N/A	N/A	
12	01/27/20	FSA	Formula for Agency Costs	Costing formula options for exepenses relating to changes in systems	Closed	01/23/20	N/A	N/A	Consensus	N/A	N/A	
13	12/19/19	FSA	Standardization of Recommends	Using Z units in CAD	Closed	03/02/20	Consensus	N/A	Consensus	N/A	N/A	
14	01/23/20	FSA	Activating New Tone	Adding a rules to Engines to faciliate tones	Closed	03/02/20	Consensus	N/A	consensus	N/A	N/A	
15	01/05/20	FSA	Add Units to Calls	Add Unit to calls from mobiles without generating a tone	Closed	05/14/20	N/A	N/A	Consensus	N/A	N/A	
16	01/27/20	FSA	Optional Equipment Status	Optional equipment formating options	Closed	05/14/20	N/A	N/A	Consensus	N/A	N/A	
17	02/28/20	FSA	Open Radio	Leaving the radio open for two minutes after the Purvis alert in the stations	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
18	03/05/20	FSA	Dead End Streets	Remove Dead End from the announcement	Closed	06/22/20	Consensus	N/A	Consensus	N/A	N/A	
19	02/26/20	FSA	LSI Data Into CAD	Add Hazardous Material data from the State into CAD	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
20	02/26/20	FSA	Flow MSP	The font size larger on the command lines- expanded to the multi-command line	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
21	03/02/20	FSA	Additional Goals	expand the goal to consider the time from call to responder arrival instead of from the time of call to dispatch	Closed	03/14/20	Consensus	N/A	Consensus	N/A	N/A	
22	03/01/20	FSA	Non-standard CAD programming	Creating CAD command that are unique to an agency or a small subset of agencies	Closed	06/22/20	Consensus	N/A	Consensus	N/A	N/A	
23	01/27/20	TECH	Purvis Proposal	Review of the proposal to address the back-up alerting solution	Closed	02/06/20	Consensus	Consensus	Consensus	N/A	N/A	
24	02/02/20	TECH	ICD from Hexagon for LEADS	review the Hexagon proposal for the LEADS ICD- Hexagon is re-working the proposal	Enhancement tot product development		Pending	Pending	N/A	N/A	N/A	
25	04/20/20	CAD	Assist other priority change	DU-COMM request to change the priority of Assit other from 4 to 2. This will adjust the watchdog times	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
26	04/20/20	CAD	Macro request On-Unit	DU-COMM request a macro to combine to add the vehicle when logging a unit on duty	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
27	04/20/20	CAD	New Event code request	DU-COMM request to add two new event codes	Closed	03/09/21	Consensus		Consensus			
28	04/20/20	Tech	Switch Design	DU-COMM recommendation for a switch design review	Closed	05/26/20		Consensus				
29	04/30/20	FSA	Translations	Request to have the PSAPs manage FSA translations	Closed	05/19/20	Consensus		Consensus			
30	04/04/20	Tech	Enhanced Monitoring	Review the three proposals from Solar winds	Closed	07/31/20		Consensus				
31	05/04/20	CAD	Fire Priorities	Requet to re-visit the Fire events priorities from ACDC	Closed	01/15/21	Consensus		Consensus		Consensus	
32	05/22/20	FSA	Priority Column	Request to add priority columns back into MPS	Closed	06/07/20	Consensus		Consensus			
33	05/26/20	FSA	Self-assgin	Request the ability to self-dispatch calls from pending	Closed	06/07/20	Consensus		Consensus			
34	05/27/20	TECH	LAG	Install LAG on the Comcast side of the Network	In process/ Review			Consensus				
35	05/27/20	TECH	Security	Review Results of the Nessus system testing	Closed	06/22/20		Consensus				
36	05/27/20	TECH	WMware upgrade	Install upgrade to Vmware from 6.0-6.7	Closed	06/22/20		consensus				
37	05/27/20	TECH	Software Review	Conduct a software review comparable to the cutover review	In Process			Consensus				
38	05/27/20	CAD	9-1-1 Call Flow	Reivew the 9-1-1 Call flow process	Closed	01/18/22					Consensus	
39	05/28/20	CAD	Updated Macro	request to reduce the CDCMDKEY	Closed	07/21/20	Consensus					
40	06/01/20	CAD	Update LEADS Trigger words	reintroduce trigger words from SOS for DL status	Closed	07/21/20	Consensus					
41	06/03/20	TECH	NICE Upgrade	Connect lines and positins to the NICE Recorder/DSO end of life update	Closed	06/22/20		Consensus				
42	06/10/20	FSA	Available on Event	Would like the MPS be programmed to change status to AOE	Closed	06/25/20	Consensus		Consensus			
43	06/15/20	TECH	Dell Storage	Dell offsite storage	Closed	03/01/20		Consensus				
44	06/19/20	Tech	CAD Workstations At DU-COMM	Install the ETSB image on the Workstations at DU-COMM	Closed	08/02/21		Pending			Consensus	
45	06/19/20	FSA	BARB procurement	Pros and Cons of the application	Closed	09/03/20			Consensus			
46	07/06/20	CAD	EDIT unit Roster	Change the Display from Employee number to Sign on ID	Closed	09/15/20	Consensus					
47	07/06/20	CAD	Informer Unit Colum	Add a column that displays the unit in infomrer	Closed	09/15/20	Consensus					
48	07/06/20	CAD	Multi-Command line	Force CAPS lock on the multicommand line	Enhancement tot product development		Consensus					
49	07/06/20	CAD	Add select event hot key	Eliminate a step when selecting a unit on an event	Enhancement tot product development		Consensus					
50	07/06/20	CAD	Unit Roster	Add the Badge number to the Unit display	Enhancement tot product development		Consensus					
51	07/06/20	CAD	Infomrer Hot Key	Add a hot key that opens up into Informer	Enhancement tot product development		Consensus					
52	07/06/20	CAD	Dispatch Assign	Dispatch assing to work automatically	Closed	12/29/20	Consensus					
	07/06/20	CAD	Dispatch Assign mutiple units	Allow dispatch assign to work with multiple units	Enhancement tot product development		Consensus					

54	07/06/20	CAD	Monitor preferenc	Allow the monitors to be saved from each login	Enhancement tot product development		Consensus					
55	07/06/20	CAD	Vin Response	Allow title search to be run in Informer	Enhancement tot product development		Consensus					
56	07/06/20	CAD	Informer history	Develop a way to search for informer history	Enhancement tot product development		Consensus					
57	06/18/20	Tech	Carrier diversity	Request to explore surplus bandwidth to provide carrier diversity	Closed Jan 12, 2021	11/23/20		Consensus				
58	06/16/20	CAD	UL Functionality	Ability to add apartment number using the UL Function	Enhancement tot product development		Consensus					
59	06/16/20	CAD	Commit and Cover	Add Commit and Cover command to the right click list	Closed	10/06/20	Consensus					
60	07/16/20	CAD	TC name in the Remarks	ADD the PSAP and first initial to the TC name in remarks	Enhancement tot product development		Referred				Pending	
61	07/30/20	CAD	Available on Event	Would like AOE to set the timer to 0	Closed	01/21/21	Consensus					
62	07/30/20	CAD	Remove CUS	Remove CUS from Status codes PD RR IC WP TA AD	Closed	02/23/20	Consensus					
63	07/30/20	CAD	Mutiple Clearing units	Change programming to allow multiple units to be cleared	Enhancement tot product development		Consensus					
64	07/30/20	CAD	F2 enhancement	Want F2 to bring to the command line anywhere in the program	Enhancement tot product development		Consensus					
65	07/30/20	CAD	Mutiple On units	Want the ONU command to work for multiple units	Closed	04/20/21	Consensus					
66	07/30/20	CAD	Unit Transport streamline	Get rid of the dashes in the command line for unit transport	In-Process Research		Consensus					
67	07/30/20	CAD	Adjust name and tx field	add field for alalrm and to companies that doesn't impact LOI	Closed	08/18/20	Consensus					
68	07/30/20	CAD	Alias EMD codes	want the EMD numeric code entered as alias for event type	Closed	08/06/20	Consensus					
69	04/20/20	TECH	CISA request	Cybersecurity testing	10/12/2021			Consensus				
70	08/04/20		Monday.com	Online project management tool	Closed							
71	08/04/20	TECH	Vmware upgrade	upgrade to VMware version 6.7	Closed	02/22/22		Consensus				
72	08/03/20	CAD	Duplicate and Cancel	Attach the name of the TC that made the original ticket to remarks	Enhancement tot product development		Consensus					
73	08/27/20	FSA	Default MPS CADVIEW screen	Change the default MPS screen to Event list	Closed	04/20/21	Consensus		Consensus			
74	08/27/20	CAD	Right Click update	Using the Spreadsheet submitted update the right click list	closed	04/20/21	Consensus					
75	09/10/20	CAD	K9 Event codes	add event codes for the different types of dogs	Closed	09/12/20	retracted					
76	09/10/20	CAD	Relocate Unit Monitor	Add a new monitor for relocated unites	Closed	11/17/20	Consensus					
77	09/25/20	TECH	ALI Re-bid Times	Review the options to adjust the time for Automatic ALI re-bids	Closed	12/15/20		Consensus				
78	10/20/20	CAD	Call Source	Default Call Source to Phone	Closed	03/23/21	Referred to Directors				Directors	
79	10/28/20	CAD	Edit unit Code	Change the two digit unit code for Elgin from EG to EN	Closed	04/20/21	Consensus				Pending	
80	10/30/20	TECH	Power Supply	Procure redundant power supllies for switches etc	Closed	03/23/21					Pending	
81	11/15/20	CAD	Retail Theft	Change the subtype to Reatil-Delay	Closed	12/15/20	Consensus					
82	11/15/20	CAD	Caller Name LOI Search	Disable Caller Name from the LOI Search	Closed	12/29/20	Consensus					
83	12/10/20	CAD	Bomb Threat	Use a code for bomb threat instead of the words in Purvis	Closed	01/14/21			Consensus			
84	01//26/21	CAD	Timers	Remove the shift timers from the system	Closed	03/09/21	Consensus					
85	01/26/21	CAD	Live Mum additions	Add stations to match or come close to matching LiveMUM from CAD	Closed	04/20/21	Consensus					
87	02/23/21	CAD	Common places for DSO	Add common place names for DSO lots for a DSO response	Closed	09/01/01	Consensus					
88	03/31/21	FSA	Available on Event	Add the ability for MPS to self dispatch from Available on event	Closed							
89	04/16/21	CAD	KH and Business names Spec Situation	Remove the KH and businesss files from notification	Closed	05/09/21	Consensus					
90	04/19/21	CAD	Live Mum changes	Change the ETB of arrive danger to 40 minutes	Closed	05/04/21	Consensus					
91	05/18/21	TECH	TRE change	redesign the TRE to ensure it passes to Starcom	Closed							
92	05/26/21	CAD	Add subtypes to Assist	Create two new subtypes for assist to the SA and coroner	Closed	09/28/21	Consensus					
93	06/09/21	CAD	TestCase for Pro QA	Turn on the test case option in ProQA	closed	06/18/21	Consensus					
94	06/28/21	CAD	Standardized RR names	tracks xx where xx is a two/four digit abbreviation for the Railroad	Closed	02/05/21	Consensus					
95	07/12/21	FSA	Cross Staffed Apparatus	"Jump Crews"in Live Mum different than CAD	Closed	08/11/22			Consensus			
96A	07/12/21	FSA	Border Station Depth	Analsyis of station depth for border agencies	Closed	08/11/22			Consensus			
96B	07/12/21	FSA	Border Station Run orders	Adjust the run orders of stations based on Analysis from 96	Closed	08/11/22			Consensus			
96C	07/12/21	FSA	Drive Time Adjustments	Adjust the drive time for Mutual aid agencies	Closed	08/11/22			Consensus			
97	07/12/21	FSA	Pre-planned relos	Add pre-planned relos into LiveMum	Closed	07/28/22			Consensus			
98	07/12/21	FSA	Unit Depletion	Program LiveMUM to make recommends based on unit depletion percetages	Closed	08/11/22			Consensus			
99	07/13/21	CAD	Wayne township Coverage	Add a note to the Wayne township area about for overnight disptaching	Closed	07/16/21	Consensus					
100	07/13/21	FSA	EBT Request	Request DECCAN run two hears of data for more accurate EBT	Paused	05/18/23					Consensus	
101	07/21/21	FSA	COQ report number request	Request a report number for agencies receiving COQ equipment	Closed	09/28/21			Consesus			
102	08/10/21	CAD	Update Skill list	Add Drone to the Skill list	Closed	09/28/21	Consensus					
103	09/07/21	CAD	CAD/Vesta Standardization	Adjust one of the systems to search for intersections using the same syntax	Pending -Research		Consensus					
104	11/02/21	CAD	Add event code	Add Event code for 3Si	Closed	11/19/21	Consensus					
105	11/16/21	CAD	Add a layer to the map	Create a layer for Divison 10 in the CAD map	Closed	09/13/22	Consensus					
106	11/29/21	CAD	in-custody time stamp	Program CAD to include the time stamp in the list of times	Closed	03/15/22	Consensus					
107	11/29/21	FSA	Add new agency to CAD	Create a new agency in CAD for mabas division 12	Closed				Consensus			
108	01/18/22	CAD	ANI/ALI dump work flow	Change the programming so that the keyboard can be used after ANI/ALI dump	Pending Research							
109	02/02/22	CAD	Timer for Delayed call	Want to have a timer for Trbl alarms to delay dispatch 10 minutes	Closed	03/15/22	Consensus					
110	5/2/2022	Tech	Options for Tones	Explore audio setting options for tones on the fire channels	In Process/Testing			Consensus				
111	7/30/2022	Tech	Purvis Proposal	Review Purvis Proposal	Closed			Impasse			Impasse	
112	10/3/2022	CAD	LPR Event	New CAD Event for License plate reader	Closed	15-Nov-22						
113	10/3/2022	CAD	Shot Stab event type	separate out the shot fired and gunshot into two type codes	Pending Research		Impasse		Impasse			
114	1/13/2022	Tech	Open USB ports	Request to open USP ports to the Bridge	Closed	9-Jan-23		Consensus				
115	1/10/2023	CAD	Train Cleared	Request to add commands to menus and boards	Closed	28-Mar-23	Consensus					
116	1/10/2023	FSA	Emergency Button Mobile	Request to change the functionality of the emergency button	Closed	12-Jan-23			Consensus			
117	3/22/2023	FSA	UE Delta Programming	Remove MAF units from CADView	Closed	4-May-23			Consensus			
118	3/22/2023	FSA	Strobe light timing	Up the time out for the strobe units to 2 minutes	Closed	4-May-23			Consensus			
119	3/22/2023	FSA	Recall dispatch	Add a Recall dispatch button to MPS	Closed	18-May-23			Consensus			
120	3/22/2023	FSA	Resync Units and Events	Add a resync button to MPS	Closed	18-May-23			Consensus			
121	8/16/2023	Tech	Shared Drives	Shared drive in the DMZ to reduce Cybersecurity	Closed	5-Sep-23		Consensus				
122	8/18/2023	TECH	Shared Subnet	Allow traffic point to point for printers for cybersecuirty	Closed	5-Sep-23						
123	8/21/2023	CAD	Task Force Units	Create Monitors for the Task force group	Closed	7-Nov-23	Consensus					
124	10/3/2023	CAD	New Event code request	new or modified event type for Car vs Building	Pending Research		Consensus					
125	11/9/2023	CAD	Priority integration	Integrate Priority Aqua program with Eventide	In Process/Testing		Consensus					
	2/20/2024	CAD	New Event code request	New event type for Electric Vehicle fire	In Process/Testing		Consensus					

Rave 9-1-1 Suite

2024										
Month	**Total Number of Smart911 Accounts**	**Total Number of Individuals within those Accounts** (Average 2.35 per profile)	**Profile Increase**	**% of Population**	**Number of Profile Pops**	**Number of Chat Sessions**	**Number of Notes**	**New Facility Profiles Created**	**Number of Facility Profile Pops**	**RapidSOS Location Hits**
January	25,848	60,743	118	7.94%	183	1,462	0	0	91	20,850
February	25,917	60,905	69	7.96%	161	1,348	4	0	79	17,083
March		0		0.00%						
April		0		0.00%						
May		0		0.00%						
June		0		0.00%						
July		0		0.00%						
August		0		0.00%						
September		0		0.00%						
October		0		0.00%						
November		0		0.00%						
December		0		0.00%						
2024 Totals	**25,848**	**60,743**	**187**	**7.96%**	**344**	**2,810**	**4**	**0**	**170**	**37,933**

COMCAST STRATEGIC ACCOUNT

CUSTOMER REPORT
FOR DuPage County ETSB
3/4/24 SUBMITTED BY IVAN SALGADO

MAINTENANCE

1 maintenance completed between 2/01/22 thru 2/29/24

TICKET ID	QUEUE NAME	SUMMARY	INPUT	DATE
15663833	Customer	ACL Update	Customer Inquiry	2/5/2024

SERVICE ASSURANCE

0 Tickets opened between 2/01/24 thru 2/29/24

DUPAGE COUNTY
INFORMATION TECHNOLOGY
630-407-5000
Fax: 630-407-5001
it@dupageco.org
www.dupageco.org/it

TO: PRMS Oversight Committee and ETS Board

FROM: Don Ehrenhaft, PRMS Manager

DATE: February 28, 2024

RE: DuJIS RMS Monthly Update

Accomplishments:

- Data Sheet Refresh Subcommittee holding regular meetings.
  - Nearly all datasheets have gone through initial review.
  - Development has started.
- OCR 10.0/MFR project planning is ongoing.
  - County IT has made substantial progress on preliminary tasks.

Victories:

- New Funding Model implemented.
- Invoicing brought current.
- PRMS FAQ distributed and info session scheduled.
- IGA draft distributed to agencies.
- Lombard will begin using NIBRS Reporting Tool

Action Items:

- IGA
  - Produce final version for approval and distribute to agencies.
- NIBRS
  - Working to encourage 5 agencies still manually reporting to begin using the tool.
- Addison Axon project updates
  - Addison anticipates Go-live in summer 2024.
- 00102630 - Addresses Validates in FBR without a Zip Code – IN PROGRESS

RSA – Customer Support Collaboration:

- Maintained weekly I/CAD case review call, standing call at 9:00 am on Thursdays.
- Maintained RMS weekly status review call, standing call at 1:00 pm on Thursday.
- Maintained bi-weekly OCR10.0/MFR project management meeting with Hexagon project manager.
- Continued to improve communication and messaging tools and usage.

Next Month's Actions Items:

- Continue planning phase of MFR/OCR 10.0 project.
- Continue to work with Data Sheet Refresh subcommittee.
- Overhaul of system support model to improve speed of incident response and strengthen prevention efforts.
- Work with Hexagon to implement updates to both FBR and OnCall Analytics to address ongoing user complaints.

February Monthly Report

Customer Name	DuPage County, IL	**Alias**	DUPG2.00.11
Customer PM	Linda Zerwin/Mike Galvin	**Hexagon Sales**	TJ MCGEE
Hexagon Support Manager	Tony Capasso	**Project / Delivery Name**	DuPage ETSB
New Change Requests	**None**	**Reporting Period End**	**February 29, 2024**

Support Overview

Open Tickets		SRs		CRDs		CREs	
On target	☑	P2	0	P2	0	P2	2
Below target	☐	P3	18	P3	10	P3	6
Above target	☐	P4	0	P4	0	P4	0

RED	One or more of the following remain unhandled: significant risks and/or issues; behind schedule by >10%
YELLOW	There is a plan in place to rectify one or more of the following: significant risks and/or issues; behind schedule <=10%
GREEN	No significant risks or issues

Support Performance - Period ending February 29, 2024

GREEN	Continue to have weekly CAD SR Review call with Dupage and Hexagon CAD team. Communication remains high and both sides stay engaged. RSAs from Hexagon are continuing to provide value added performance and operating hand in hand with Customer Support.

Support Activities

Objectives Completed This Period

1. Weekly meetings were held. No Onsite meetings were held this month.
2. **17** support tickets were resolved in the month of February 2024.
3. Several of the CRs are resolved in later versions of CAD - Upgrade in progess

Objectives NOT Completed This Period - Mitigation tasks to align schedule are provided in the Notes Section with the coresponding #

Objectives for Next Period Remaining Project Items (All Numbers are utilizing the DuPage Schedule DUPG2 Schedule)

1. Focus and continued resolution on existing support SRs.

Change Orders	Date	Status	Description

Notes From Above Activites:

RSA Weekly Status Report: RMS/CAD

Week Ending:	**02/09/2024**
Type:	RSA Weekly Status Report
Reported by:	Steve Burrell, RSA
Stakeholders for Distribution:	**DuPage:** Don Ehrenhaft**,** Dave Jordan, Anthony McPhearson, Matthew.Theusch, Gregg Taormina, Linda Zerwin **Hexagon:** Stephen Starnowsky, Patrick Mellin, Ben VanHorne, Tammy Heaton, Anthony Capasso, Wendy Mann

Topic	Status Summary	Assignment / Escalation	Status
	Closed Cases (14)		
00212774	**Install NIBRS Update *(2.3.2401)* to PROD environment**	RSA	CLOSED
00212789	**incident does not appear in RMS but the CFS does and iNetviewer shows the incident**	RSA / RMS Interface Support	CLOSED
00213058	**Obtain and stage Xalt licenses for Hexagon Interface Team – OCR 10.X pre-production environment.**	RSA	CLOSED
00185797	**Juvenile contact OCR validation reverts back to not validated in NIBRS client (Wheaton PD)** *(Fixed in 2.3.2401)*	RSA / NIBRS Support	CLOSED
00191909	**Village of Medinah not in city list.** *(Fixed in 2.3.2401 City validation turned off.)*	RSA / NIBRS Support	CLOSED
00065074	**No Purvis tones went off for Tristate units dispatched.** *(Fixed in H1 2020 & will be covered in CAD upgrade.)*	RSA / Support	CLOSED
00018093	**Install EdgeFrontier on backup site** *(Will be handled in CAD upgrade.)*	RSA / CAD Upgrade Team	CLOSED
00136319	**BOLOs are no longer returning during MPS queries.** *(Duplicate of 00006232. Will be handled there.)*	RSA / Support	CLOSED
00006940	**Name of the TC that made the ticket/comments should stay attached to those comments when cases/events are combined.**	RSA / DuPage	CLOSED
00132255	**Units disappearing from screen.** *(Fixed with Windows Updates. Previously broken by a windows update.)*	RSA / Support	CLOSED
00210524	**Unable to create case number in MPS** *(No response from Bartlett PD.)*	RSA	CLOSED
00213600	**Some agencies receiving an error when installing NIBRS client** *(Solved by turning off anti-virus and providing zip file with shorter path.)*	RSA	CLOSED
00191450	**CAD position 16 crashed while sitting idle** *(The exception suggests that another application, such as antivirus, had a lock on a file that CAD was attempting to manipulate.)*	RSA / Support	CLOSED
00194797	**DUC-CAD20 CRASH** *(The exception suggests that another application, such as antivirus, had a lock on a file that CAD was attempting to manipulate.)*	RSA	CLOSED
	High Priority Items		
LEADS 3.0 Interface	**LEADS 3.0 Interface** Continue to conduct working and testing sessions to verify functionality of the numerous LEADS queries and custom forms.	RSA / Hexagon / DuPage	In-Process

	More testing the week of Jan 29th. After a working session will be scheduled with HxGN implementor prior to setting a go-live date for the LEADS 3.0 interface. Testing documentation results forwarded to LEADS 3.0 SMEs. Will schedule a working session with them as soon as possible to finish work.		
00212789	**incident does not appear in RMS but the CFS does.** *(Solved by modifying a filter for Bartlett PD units in a CAD to RMS interface.)*	RSA / RMS Interface Support	CLOSED
00212774	**Install NIBRS Update *(2.3.2401)* to PROD environment**	RSA	CLOSED
Summary of Additional Work Performed This Week			
	Worked on open tickets and sent out follow up emails.	RSA	
00205672	**Geocode feature not functioning properly** **01/04/2024** - Duplicate case. This will be merged with SF 00102630. This is now affecting all agencies.	RSA / Support	In-Process
00203010	**Incident Numbers not showing in OCA** 'Location key' was not being copied correctly from the OCR DB to the OCA DB. AZDO case assigned with high priority. Earliest ETA is estimated May 2024. *"mastlocation auto-combine job is causing data warehouse records to reference deleted locations"* *(Slated for 2309.3 release in MAY)*	RSA / Support/ GTC	In-process
00207514	**iTouch interface error reading NIST file** **01/22/2024 -** Worked with Tim Forsberg today. A small 1ms delay was placed in the interface as a method to stop these random iTouch import errors. DuPage notified, asked to monitor the LiveScan imports and notify me if there are any problems. **01/25/2024** – additional improvements to be implemented on Monday, JAN 29.	RSA / Support	In-Process

Environment Versions & Discrepancies:

This section highlights program versions and any differences between the environments

Production	Test
FBR: 03.07.2012.6 (build date: 05/18/2021)	FBR: 03.07.2012.6 (build date: 05/18/2021)
SSRS: n/a	SSRS 2017 (using 2103 rdl)
OCA: 2212 *(newest available ver. is 2309)*	OCA: n/a
OCR: Version: 03.07.2104 *(newest available ver. is 2310)*	OCR Version: 03.07.2104 *(newest available ver. is 2304)*
NIBRS: 02.03.2308.0002	NIBRS: 02.03.2308.0002
Address Server: 2004.02	Address Server: 2004.02
IFCADRMSLINK: Version 09.04.0.50104	IFCADRMSLINK: Version 09.04.0.40121 *(Most recent refresh completed on 07/22/2022.)*

Action Items

The following section is to cover all items that are ongoing outside of SR work to track to completion. This includes tasks for the RSA as well as the agency.

Project	Summary	Owner	Status	Next Steps
New Approval Process	DuPage to learn and modify the new approval workflow process prior to the 10.0 conversion.	DuPage	In-Process	DuPage eta – Early 2023 Information provided to DuPage. Start date TBD by DuPage.
00006926 *(I/FRMS CADLINK)*	**IFCADRMSLINK Configuration Event Sync the search bug** **RC-A:** Software bug. Fixed in patch Q4 2109	Escalated (Dev)	**Solved** Waiting on Customer	3/22 – CR has filed. CR# 319396 AZDO Bug 319396 01/12/2022 – Resolved with 2019 Q4 patch (see case 00007516) Need to deploy to TES env.
00007516	**IFCADRMSLink No Primary Officer coming over – API Failures**	RSA	**Solved** Waiting on Customer	**RC-A:** Software bug. Fixed in patch Q4 2109 Patch available (Q4 2019) Will need to install and test on TEST system; then schedule deployment on PROD.
00048958 AZDO 486781 *(FBR)*	**Submitted Evidence from FBR is Not Coming into OnCall Records since 9/28/21 Update** Submitted evidence from FBR is not automatically coming into OnCall Records since 9/28/21 update. Any that are in OnCall Records since the update have been manually pushed in using the process id.		**Solved** Waiting on Customer	07/12 – AZDO bug filed 486781 07/19 – Received 2 files for FBR. Implemented in TEST env and working correctly. 08/12 – Scheduled for the week of Aug 15 **10/07 – Scheduled install TBD by DuPage**

Open P2 Items – *This section provides an update on P2 items.*

SR Number	Summary	Product	Status	Substatus	Target Resolution Date	Work Around?

Current Open SR list for discussion:

This section is just a copy/paste from a SR list with the following fields as shown for items actively being worked by the onsite RSA (Assigned, In Process, Customer Update, GPC-Escalated). Note: This is not all SR's, just the ones currently being worked by the onsite RSA

(Sorted by SR Number)

SR Number	Priority	Summary	Product	Status	Substatus/Next Steps
00005926 *(OnCall Records)*	P-3 MED	**WebRMS returns no longer have linkable fields**	HxGn MPS	Assigned	11/03 – working session held. Additional working session scheduled for NOV 7 to test files. 11/07 – Today's working session showed progress. Deployed client side files to display hyperlinks. Hyperlinks are visible now. Next step is to have the hyperlink display the information. 12/02 – New files received. Ready to test. Working session for Wed DEC 7. 12/08 Working session DEC 13. 01/06 – Working session scheduled for Jan 11. 01/20 – Working session scheduled for Jan 23. **01/26/2023** – Test was planned for Wed JAN 25. Due to a snowstorm in the area and heavier than normal call volume, it was decided with DuPage (Kris) that we did not want to impose the momentary outage on the dispatch floor (from restarting Informer). We have rescheduled the Informer file test for MON JAN 30. Additional Informer files (for other SF cases) should also be available to test at that time.
00006232 *(OnCall Records)*	P-3 MED	**Cancelled BOLOS show up in Informer returns**	HxGN – Informer	Assigned	07/11 – reviewing possible solution. 09/30 – Working session scheduled the week of Oct 31 **12/01 -** – Miguel/Mo to set up a session with DuPage.
00006235 *(OnCall Records)*	P-3 MED	**There is a violation field in MPS informer WebRMS return that does not list the violation.**	HxGN – Informer	Assigned	11/03 – working session held. Additional working session scheduled for NOV 7 to test files. 12/02 – New files received. Ready to test. Working session for Wed DEC 7.

					12/08 Working session DEC 13. 01/06 – Working session scheduled for Jan 11. 01/20 – Working session scheduled for Jan 23. 01/26/2023 – Test was planned for Wed JAN 25. Due to a snowstorm in the area and heavier than normal call volume, it was decided with DuPage (Kris) that we did not want to impose the momentary outage on the dispatch floor (from restarting Informer). We have rescheduled the Informer file test for MON JAN 30. Additional Informer files (for other SF cases) should also be available to test at that time. **09/28/2023** - On hold until LEADS 3.0 interface is in place.
00006934 *(OnCall Records)*	P-3 MED	**Cross Agency Approving Supervisor Missing from all Merit Agency FBR Reports**	HxGN ONCALL RECORDS – FIELD BASED REPORTING	Escalated	3/29 – CR has been filed. CR# 321488 10/21 – Gathering additional information for support. **12/01** – Gathering data.
00006935 *(OnCall Records)* ***AZDO 509323***	P-3 MED	**Reporting Officer not importing into Supplement Record.** On Supplement records, the reporting officer is not being displayed when the record is approved in FBR. The Reporting officer is listed on the FBR Report PDF, but is not in the RMS record. All agencies are having the issue. **RC-A:** Software bug. FBR not pulling data from needed customer field. Pending Development resolution.	HxGN ONCALL RECORDS – FIELD BASED REPORTING	RSA / Support	**10/21 –** A new AZDO ticket (***AZDO 509323***) has been opened. Since this is still occurring in the newest version, it looks like it is currently waiting to be reviewed by development. **12/06/2023 - UPDATED CASE PROBLEM.** I met with Don, who brought this to my attention... The actual issue is different than originally reported. When viewing an Incident supplement, the Reporting Officer name field value is not displayed. However, if you go back to the search results, the Reporting Officer name is displayed. The Reporting Officer name value is not able to be used as a search value. The incident supplement blank value is not included in search results. SO... The Officer name is being conveyed from FBR to OCR. OCR is not displaying it correctly.

00089873 *(Informer)*	P3-MED	**Informer Does Not run VIN Correctly**	HxGN CAD I/Dispatcher	GPC	10/19 – Dev currently reviewing. 10/24 - Dev to provide files for implementation / testing. 11/14 – HxGN Mgmt reviewing LOE / getting approvals & resources allocated. 01/13 – Dev provided a file to correct this issue. 01/20 – Testing scheduled for JAN 24 or 25 **01/26/2023** – Test was planned for Wed JAN 25. Due to a snowstorm in the area and heavier than normal call volume, it was decided with DuPage (Kris) that we did not want to impose the momentary outage on the dispatch floor (from restarting Informer). We have rescheduled the Informer file test for MON JAN 30. Additional Informer files (for other SF cases) should also be available to test at that time. **07/14/2023** – On hold until LEADS 3.0 interface is available. **09/28/2023** - On hold until LEADS 3.0 interface is in place.
00097922 *(Informer)*	P3-MED	**When running (LEADS) a subject by NAME / DOB AND RACE, the DOB is not transmitted to the state LEADS system. -** When running a subject by NAME / DOB AND RACE, the DOB is not transmitted to the state LEADS system. Issue can be replicated.	Informer	RSA / Support	12/02 – New files received. Ready to test. Working session for Wed DEC 7. 12/08 Working session DEC 13. 01/06 – Working session scheduled for Jan 11. 01/20 – Working session scheduled for Jan 23. 01/26/2023 – Test was planned for Wed JAN 25. Due to a snowstorm in the area and heavier than normal call volume, it was decided with DuPage (Kris) that we did not want to impose the momentary outage on the dispatch floor (from restarting Informer). We have rescheduled the Informer file test for MON JAN 30. Additional Informer files (for other SF cases) should also be available to test at that time. **02/10/2023** XAD working session scheduled for MN FEB 13 **07/14/2023** – On hold until LEADS 3.0 interface is available

00102630	P3-MED	**Address Validates in FBR without a Zip AND Doesn't validate with a Zip** When a user attempts to Geocode and address in FBR with the zip code field filled in, Geocoding does not work. The address is not Geocoded. However, when the zip code filed is blank, the Geocode function works. *Oakbrook PD Incident # OBPC2201665 09/08/2022 Address: 149 Briarwood Drive N, Oakbrook, IL 60523*	FBR	RSA / Support	10/03 – Met with Hexagon Address Server SME. Provided requested info and logs. Currently developing a fix to include ZIP w/o affecting CAD. 10/12 – Address server is operating correctly. Both Zip and County are being exposed and are mapped to their Web RMS equivalents. Will investigate Data sent from CAD and the maps updated by ETSB. 10/12 – There is also an associated issue where ZIP and BEAT are "not being brought over from CAD" 10/20 – provided additional information to support.11/02 – Support researching a possible FBR client config change. 11/02 – Support researching a possible FBR client config change. **11/16** – Support still investigating issues. **02/16/2023** - Reviewed with Address Server SME and are reviewing ways to expose the Zipcode in FBR.
00143796	P-3	**Getting Error sending a message to a few Dynamic message groups in dispatcher.**	I/Disp	RSA	**06/01/2023** – reviewed logs. Unable to find a cause.
00143821	P-3	**'EX-DATING RELATIONSHIP' causes error in FBR validation**	FBR	RSA / Support	**06/14/2023** - error occurs in FBR. Invalid NIBRS code yet the NIBRS code is correct. 07/07/2023 – This is one of the instances when the NIBRS validations between FBR and OCR do not match exactly. Researching if there is a way to turn it off in FBR.
00148234	P-3	**Recommend Issue**	I/Disp	RSA	**06/01/2023** - Issue appears to be center line point related resulting from a map update. This problem has occurred in the past. Will review other cases to confirm.
00181622	P-3	**Can a Drivers license field be added to the supplemental information page?**	I/Netviewer	RSA	**11/06/2023** - Customer would like the field added so dispatchers can see the information. I will speak with DuPage to clarify exactly what they are looking for in terms on functionality. **02/09/2024** - Escalated to GTC.

00194607	P-3	**DUC-CAD03 FREEZE when sending a message**	I/Disp	RSA	**11/15/2023 –** unable to locate logs. Requested logs from ETSB CAD Team.
00207514	P-3	**iTouch interface error reading NIST file**	Xalt	RSA / Support	**01/22/2024 -** Worked with Tim Forsberg today. A small 1ms delay was placed in the interface as a method to stop these random iTouch import errors. DuPage notified, asked to monitor the LiveScan imports and notify me if there are any problems. **01/25/2024** – additional improvements to be implemented on Monday, JAN 29. **02/07/2024** – Will re-evaluate log file data the week of FEB 12 and make modifications as needed from needed new logfile data.

Wellness items for discussion:

This section is just a copy/paste from a SR list with the following fields as shown for just OnCall Records products for items in the wellness worksheet

Title	*Priority*	*SR Number*	*Summary*	*Product*	*State*	*Status/Next Steps*

No Items at this time.

Client Requests for System Modifications for discussion:

This section is to capture client requests for system changes that are not part of a standard upgrade.

Worksheet#	SR Number	Priority	Summary	Product	Status	SubStatus	CR #
Planning Review Pending	1-6091909121	3-Med	Ability to Link a BOLO to a Field Interview (OCR)	HxGN ONCALL RECORDS	CR - Enhancement	CR – Filed	

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 24-0828 **Agenda Date:** 3/13/2024 **Agenda #:** 6.B.1.

EQUALIZATION SURCHARGE AND REVENUE REPORT FOR FY24

FY24

REVENUE BY FISCAL YEAR

Equalization $ Remitted for:		Sep 23	Oct 23										
Month Received:	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	TOTALS
State Disbursement		$ 1,166,094.82	$ 1,178,650.54										$ 2,344,745.36
NG9-1-1 Withholding (1x)													$ -
Misc. Payments	$ 709.50	$ 47.74											$ 757.24
PRMS Reimbursement													$ -
Grant Reimbursement													$ -
Sale of Assets		$ 2,000.00											$ 2,000.00
CAD Interface Reimbursement	$ 150.00	$ 829.00											$ 979.00
FSA Optional Equip Reimbursement													$ -
DEDIRS Reimbursement													$ -
Total	**$ 859.50**	**$ 1,168,971.56**	**$ 1,178,650.54**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,348,481.60**

FY23

REVENUE BY FISCAL YEAR

Equalization $ Remitted for:	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul & Aug 23	
Month Received:	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sept 23	Oct 23	Nov 23	TOTALS
State Disbursement	$ 1,205,441.29	$ 1,164,779.92	$ 1,174,384.35	$ 1,179,289.89	$ 1,239,871.71	$ 1,160,437.01	$ 1,072,172.19	$ 1,285,081.08	$ 1,178,132.95	$ 1,233,355.83	$ 1,227,343.85	$ 2,367,619.76	$ 15,487,909.83
NG9-1-1 Withholding (1x)												$ 2,601,413.84	$ 2,601,413.84
Misc. Payments								$ 28,485.24		$ 2,400.00			$ 30,885.24
PRMS Reimbursement												$ 623,289.00	$ 623,289.00
Sale of Assets						$ 12,500.00			$ 2,500.00	$ 4,000.00			$ 19,000.00
CAD Interface Reimbursement									$ 21,497.00	$ 9,139.80	$ 3,145.20	$ 3,616.00	$ 37,398.00
FSA Optional Equip Reimbursement			$ 3,800.00	$ 10,970.00		$ 21,500.00					$ 575.00		$ 36,845.00
DEDIRS Reimbursement		$ 9,827.28		$ 17,000.00		$ 19,150.18							$ 45,977.46
Total	**$ 1,205,441.29**	**$ 1,174,607.20**	**$ 1,178,184.35**	**$ 1,207,259.89**	**$ 1,239,871.71**	**$ 1,213,587.19**	**$ 1,072,172.19**	**$ 1,313,566.32**	**$ 1,202,129.95**	**$ 1,248,895.63**	**$ 1,231,064.05**	**$ 5,595,938.60**	**$ 18,882,718.37**

FY22

Equalization $ Remitted for:	Aug & Sep 21		Oct & Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22		May 22	Jun & Jul 22		
Month Received:	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sept 22	Oct 22	Nov 22	TOTALS
Total	**$ 2,281,331.33**	**$ 283,343.34**	**$ 2,295,684.39**	**$ 1,236,187.16**	**$ 1,180,527.91**	**$ 1,148,317.36**	**$ 3,628,564.29**	**$ 1,195,731.64**	**$ 1,783.40**	**$ 1,217,048.99**	**$ 2,588,679.15**	**$ -**	**$ 17,057,198.96**

FY21

Equalization $ Remitted for:	Aug 20	Sep 20	Oct & Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21		Jun 21	Jul 21	
Month Received:	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sept 21	Oct 21	Nov 21	TOTALS
Total	**$ 1,151,538.31**	**$ 1,172,211.67**	**$ 2,283,028.54**	**$ 1,189,281.74**	**$ 1,183,771.22**	**$ 1,129,498.24**	**$ 1,340,002.97**	**$ 1,166,522.22**	**$ 1,162,663.88**	**$ 32,062.24**	**$ 1,178,282.73**	**$ 1,337,665.72**	**$ 14,326,529.48**

FY20

Equalization $ Remitted for:	Aug & Sep 2019		Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun & Jul 2020		
Month Received:	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	Jul 20	Aug 20	Sept 20	Oct 20	Nov 20	TOTALS
Total	**$ 2,372,557.66**	**$ 237,970.24**	**$ 1,303,902.24**	**$ 1,282,440.05**	**$ 1,289,985.71**	**$ 1,416,758.41**	**$ 1,187,415.00**	**$ 1,336,415.71**	**$ 1,335,142.56**	**$ 1,264,789.84**	**$ 2,554,594.67**	**$ 49,641.50**	**$ 15,631,613.59**

FY19

Equalization $ Remitted for:	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	
Month Received:	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	TOTALS
Total	**$ 1,163,697.11**	**$ 1,228,103.25**	**$ 1,158,413.81**	**$ 1,237,539.40**	**$ 1,185,868.21**	**$ 1,214,820.52**	**$ 1,265,128.93**	**$ 1,168,117.80**	**$ 1,203,652.90**	**$ 1,170,171.21**	**$ 1,212,817.56**	**$ 1,642,301.51**	**$ 14,850,632.21**

FY18

Equalization $ Remitted for:	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan & Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
Month Received:	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	TOTALS
Total	**$ 599,817.91**	**$ 566,629.95**	**$ 618,246.90**	**$ 614,106.20**	**$ 754,806.21**	**$ 2,695,870.09**	**$ 1,337,153.75**	**$ 1,203,123.36**	**$ 1,215,516.34**	**$ 1,202,131.11**	**$ 1,188,947.34**	**$ 1,258,080.66**	**$ 13,254,429.82**

FY17

Equalization $ Remitted for:	Jul & Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	
Month Received:	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 7	Sept 17	Oct 17	Nov 17	TOTALS
Total	**$ 1,246,502.41**	**$ 599,721.32**	**$ 594,666.10**	**$ 1,097,049.38**	**$ 681,034.05**	**$ 649,029.93**	**$ 810,751.53**	**$ 723,846.35**	**$ 695,361.11**	**$ 833,344.09**	**$ 557,280.60**	**$ 599,817.91**	**$ 8,832,810.78**

FY16

Equalization $ Remitted for:							Jan & Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016		
Month Received:	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sept 16	Oct 16	Nov 16	TOTALS
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,123,587.68	$ 743,609.37	$ 674,806.22	$ 726,277.16	$ 713,088.37	$ 518,118.75	$ 4,499,487.55

EQUALIZATION SURCHARGE HISTORY

Month of	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2016	$ 580,655.87	$ 542,517.55	$ 743,171.81	$ 674,131.18	$ 725,522.32	$ 712,956.19	$ 517,623.85	$ 620,047.11	$ 626,455.30	$ 599,721.32	$ 594,666.10	$ 722,868.38	$ 7,660,336.98
PrePaid Back pay					$ 118,567.00								$ 118,567.00
Wireless Carrier xfer					$ 255,594.00								$ 255,594.00
2017	$ 680,994.05	$ 649,029.93	$ 810,751.53	$ 695,361.11	$749,256.32	$ 833,344.09	$ 557,280.60	$ 599,817.91	$ 566,629.95	$ 618,246.90	$ 614,106.20	$ 754,806.21	$ 8,129,624.80
2018	$ 1,522,691.96	$ 1,173,178.13	$ 1,337,153.75	$ 1,203,123.36	$ 1,215,516.34	$ 1,202,131.11	$ 1,188,947.34	$ 1,258,080.66	$ 1,162,776.33	$ 1,228,103.25	$ 1,158,413.81	$ 1,237,539.40	$ 14,887,655.44
2019	$ 1,176,781.81	$ 1,124,652.57	$ 1,265,128.93	$ 1,168,117.80	$ 1,203,652.90	$ 1,170,171.21	$ 1,212,817.56	$ 1,191,630.05	$ 1,159,547.61	$ 1,303,891.19	$ 1,282,359.45	$ 1,271,244.04	$ 14,529,995.12
2020	$ 1,237,988.13	$ 1,173,880.52	$ 1,280,265.88	$ 1,213,090.68	$ 1,224,007.79	$ 1,287,371.61	$ 1,266,405.76	$ 1,151,538.31	$ 1,144,938.67	$ 1,139,491.71	$ 1,143,518.88	$ 1,189,281.74	$ 14,451,779.68
2021	$ 1,175,626.22	$ 1,114,241.24	$ 1,333,912.53	$ 1,166,022.22	$ 1,154,554.99	$ 1,178,282.73	$ 1,213,170.06	$ 1,149,140.27	$ 1,131,666.06	$ 1,191,512.63	$ 1,104,147.61	$ 1,236,187.16	$ 14,148,463.72
2022	$ 1,175,917.91	$ 1,087,494.93	$ 1,254,382.66	$ 1,167,246.40	$ 1,214,648.99	$ 1,383,485.38	$ 1,193,122.77	$ 1,205,441.29	$ 1,164,779.92	$ -	$ -	$ -	$ 10,846,520.25
NG9-1-1 Withholding (1x)			$ 2,348,343.23										$ 2,348,343.23
2023	$ 1,174,384.35		$ 1,179,289.89	$ 1,239,871.71	$ 1,160,437.01	$ 1,072,172.19	$ 1,285,081.08	$ 1,178,132.95	$ 1,233,355.83	$ 1,227,343.85	$ 2,367,619.76		$ 13,117,688.62
NG9-1-1 Withholding (1x)											$ 2,601,413.84		$ 2,601,413.84
2024	$ 1,166,094.82	$ 1,178,650.54											$ 2,344,745.36

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0824 **Agenda Date:** 3/4/2024 **Agenda #:** 6.C.1.

DU PAGE COUNTY

ETSB - Policy Advisory Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Monday, February 5, 2024 **8:15 AM** **Room 3500A**

1. CALL TO ORDER

8:15 AM meeting was called to order by Chair Dina at 8:15 AM.

2. ROLL CALL

Attendees:
Director Linda Zerwin, DuPage Emergency Telephone System Board, non-voting Member
Matt Theusch, DuPage Emergency Telephone System Board
Gregg Taormina, DuPage Emergency Telephone System Board
Eve Kraus, DuPage Emergency Telephone System Board
Tyler Benjamin, DU-COMM
Scott Bukovic, Westmont PD
Eric Burmeister, ACDC
Nick Kottmeyer, County Board
Jan Barbeau, State's Attorney's Office (Remote)
Colin Fleury, West Chicago PD (Remote)
Michael Hylton, Oakbrook Terrace PD (Remote)
Jason Norton, Darien PD (Remote)
Bill Srejma, ACDC (Remote)

On roll call, Members Dina, Hermes, Johl, Rivas, and Selvik were present, which constituted a quorum.

PRESENT	Dina, Johl, Hermes, Rivas, and Selvik

3. CHAIR'S REMARKS - CHAIR DINA

Chair Dina acknowledged the service of Matt Baarman who resigned from DU-COMM after more than 11 years. Chair Dina wished him well and thanked him for his contributions.

Chair Dina welcomed Benjamin Tyler to the meeting. He said Mr. Tyler is a non-voting member until he is officially appointed on the ETS Board agenda for Wednesday, February 14.

Chair Dina then turned to Member Hermes who announced she would be retiring at the end of June and she introduced Mr. Eric Burmeister who would be taking her position at ACDC as the Professional Standards Coordinator but also her seat on the PAC.

4. MEMBERS' REMARKS

There were no Members' remarks.

5. PUBLIC COMMENT

There was no public comment.

6. CONSENT ITEMS

6.A. **24-0634**

ETSB PAC Minutes - Regular Meeting - Monday, January 8, 2024

On voice vote, all Members voted "Aye", motion carried.

Attachments: 2024-01-08 ETSB PAC Minutes Summary.pdf

RESULT:	ETSB RECEIVED AND PLACED ON FILE
MOVER:	Pat Johl
SECONDER:	Michael Rivas

6.B. **24-0465**

DEDIR System January Maintainer Report

On voice vote, all Members voted "Aye", motion carried.

Attachments: Motorola System Manager Report 1-31-24.pdf

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Pat Johl
SECONDER:	Michael Rivas

7. PARENT COMMITTEE APPROVAL REQUIRED

7.A. **ETS-R-0010-24**

Resolution to adopt Policy 911-005.13: DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) Command Central Aware. Recommendation to approve Policy Advisory Committee VOTE (to approve): 5 Ayes, 0 Nays, 1 Vacant.

Chair Dina asked for a motion to adopt Policy 911-005.13. A motion was made by Member Hermes, seconded by Member Rivas. Chair Dina opened the item for discussion.

Ms. Zerwin said this policy is specific to the PSAPs. CommandCentral Aware is a software that allows the PSAPs to see the GPS on the portable radios of the APXNexts for police. She said that while there is GPS in other electronic items, CommandCentral Aware sees the GPS of the LTE in the radios. She said the software is loaded on the PSAP consoles and they are in process of reviewing the training materials through the Motorola portal, which was discussed at the PSAP Supervisors' meeting. Ms. Zerwin said this policy is narrow to the PSAP functionalities and software limitations. Ms. Zerwin reviewed the new user emails and training and termination as the basis of the policy. Ms. Zerwin said that policies are typically run through the PAC twice but said they have the option to carry it through to the ETS Board agenda next week. She said the policy has been reviewed by the State's Attorney's Office and the PSAP Directors.

Member Hermes said she thought the policy was straightforward and thought they should

approve today. Mr. Benjamin concurred.

Member Rivas asked if during operations there is an officer that cannot be located, could they then reach out to the PSAPs for a location. Mr. Benjamin replied, yes. Member Rivas asked if it would be left at the supervisor level. Ms. Zerwin replied it is available at every console. Member Hermes said she did not believe this would change how the PSAPs function in regards to not having contact with an officer, it is another tool in their toolbox to locate the unit.

Chair Dina asked Member Rivas if he was in agreement to approve. Member Rivas replied, yes.

On voice vote, to recommend approval to the ETS Board, all Members voted "Aye", motion carried.

Attachments: Policy 911-005.13 GPS Command Central Aware draft.pdf

RESULT:	ETSB RECOMMENDED FOR APPROVAL
MOVER:	Sherianne Hermes
SECONDER:	Michael Rivas
AYES:	Dina, Johl, Hermes, Rivas, and Selvik

8. DEDIR SYSTEM PORTABLES AND MOBILES

8.A. Police

8.A.1. Encryption Update

Member Rivas said there was no update regarding encryption and that the Police Focus Group would be meeting directly after this meeting and any updates would be presented at the next PAC meeting. Chair Dina asked if they had someone to replace Mr. Baarman within that group. Member Rivas said they do not. Chair Dina said that DU-COMM would make that appointment. Member Rivas said they would reach out.

Ms. Zerwin said they did get the three attendees through the Motorola KMF encryption class and that feedback was very positive. She said the feedback was that aside from the technical aspects of the class, it gave attendees a lot to think about regarding encryption. Ms. Zerwin said it was money well spent and good timing within the processes.

8.A.2. HB4339 Update

Member Rivas said they have heard no updates at this time. He said the DuPage Chiefs were trying to reach out to the original proposer of the legislation and that they are still waiting. Ms. Zerwin said she talked to John Thompson, the Illinois State Police liaison, and that this bill has moved to the Executive Committee in the General Assembly which means it could move very quickly, either way. She said they would keep a close eye on which way it could go.

8.B. Fire

Chair Dina asked Ms. Zerwin if there was an update from Motorola regarding the APXNext XN radios. Ms. Zerwin said she met with Motorola sales and product division in a higher-level discussion. She said that she was comfortable with the business model for what the next 10-15 years would be and what Motorola's current vision on rollouts of NFPA standards (enhancements, firmware updates, releases, etc). She stated they discussed the status of the NFPA approvals of the Tentative Interim Amendments (TIA) and when those would be available in the APXNext XN. Motorola hoped to have a demo radio of the changes they would make for the beta group to review. The gap at this time is when this demo would be available and what the lead time for the APXNext XE would be if a change was made. Ms. Zerwin said the State's Attorney's Office was looking at the contract in terms of the financial aspects of the financing package. Chair Dina said that before they discuss a change order, the Fire Focus Group would like to see the APXNext XN with the recommended changes. Chair Dina thanked Ms. Zerwin for her work and support on this item.

Chair Dina said there has been testing happening with the mobile VHF and STARCOM 800 frequencies where one is cutting out the other transmission. Chair Dina has heard no feedback from Motorola. Member Johl said they have been able to recreate the issue but has not heard from Motorola, either, and does not know how this will affect when the mobiles are installed. Member Johl said the VHF transmission will block out the receive and transmit on STARCOM on various radio configurations. Chair Dina asked if they had tested beyond the mobile APX8500s. Member Johl said they used a Kenwood portable model to transmit but the only mobiles his agency has are APX8500s. Ms. Zerwin asked if Downers Grove had tested with APX7500s and that was confirmed, yes, the issue occurred in that situation, as well.

Chair Dina reminded users that if they have any radio related problems or questions to open a Zendesk ticket to get them resolved or if a new vehicle is coming in and an agency would like a mobile deployed in advance, also open a Zendesk ticket.

9. OLD BUSINESS

Ms. Zerwin said that as a committee member, there is annual training for County Ethics and the Open Meetings Act. She said the County is in process of changing training portals and that those notices should be coming out the end of this month or early next. She said the training may apply to the members of the focus groups, as well, depending on the opinion of the Attorney General.

10. NEW BUSINESS

There was no new business.

11. ADJOURNMENT

11.A. Next Meeting: Monday, March 4 at 8:15am in Room 3-500A

Member Rivas made a motion to adjourn the meeting at 8:33am, seconded by Member Selvik. On voice vote, motion carried.

Respectfully submitted,

Eve Kraus

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0826 **Agenda Date:** 3/13/2024 **Agenda #:** 6.D.1.

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

DU PAGE COUNTY

ETSB - Emergency Telephone System Board

Draft Summary

Wednesday, February 14, 2024 **9:00 AM** **Room 3500B**

1. CALL TO ORDER

Chairman Schwarze said there was a request that was made to allow remote participation for Member Toerpe. Under Section 7a of the Open Meetings Act, If a quorum of the members of the public body is physically present as required by Section 2.01, a majority of the public body may allow a member of that body to attend the meeting by other means if the member is prevented from physically attending because of: (I) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency. A motion was made by Vice Chair Franz, seconded by Member Yoo to allow Member Toerpe to remotely participate via Zoom. On voice vote, motion carried.

2. ROLL CALL

ROLL CALL
ETSB STAFF:
Linda Zerwin
Matt Theusch
Gregg Taormina
Eve Kraus
Brian Kopas (Remote)

COUNTY CLERK:
Adam Johnson, Chief Deputy Clerk

STATE'S ATTORNEY:
Mark Winistorfer

ATTENDEES:
Gwen Henry, County Treasurer
Lucy Chang Evans, County Board
Andy Dina, Warrenville Fire
Don Ehrenhaft, County IT
Melanie Koga, County Finance
Nick Kottmeyer, County Board Office
Jeanine Krull, DU-COMM
Anthony McPhearson, County CIO
Roy Selvik, Addison PD
Patrick Tanner, West Chicago Fire
James Wilkinson, County IT
Rachel Bata, Roselle PD (Remote)
Steve Demas, Lisle-Woodridge Fire (Remote)

Richard Dufort, Elmhurst Fire (Remote)
Tom Gallahue, ILEAS (Remote)
Michael Hylton, Oakbrook Terrace PD (Remote)
Ed Leinweber, Clarendon Hills PD (Remote)
Bret Mowery, York Center Fire (Remote)
Allison Murphy, DMMC (Remote)
Bob Murr, College of DuPage (Remote)
Pat Johl, Wood Dale Fire (Remote)
Steve Rauter, Citizen (Remote)
Mike Rivas, Villa Park PD (Remote)
John Turkovich, Oakbrook Terrace Fire (Remote)
Jason Norton, Darien PD (Remote)

On roll call, Members Schwarze, Franz, Guttman, Kramer, Maranowicz, Schar, Srejma, Swanson, Tillman, Toerpe (Remote), and Yoo were present. Member Eckhoff was absent.

PRESENT	Schwarze, Franz, Guttman, Kramer, Maranowicz, Schar, Srejma, Swanson, Tillman, and Yoo
ABSENT	Eckhoff
REMOTE	Toerpe

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR SCHWARZE

Chairman Schwarze presented Resolution ETS-R-911-99999 acknowledging the contributions of Mr. Matthew Baarman of DU-COMM to the Policy Advisory Committee. A motion was made by Member Tillman, seconded by Vice Chair Franz to receive and place on file.

Chairman Schwarze then on behalf of Mr. John Nebl (OHSEM), Mr. Erik Maplethorpe (DU-COMM), and Mr. Keith Marc (ACDC) who expressed their thanks to the ETS Board for the opportunity to attend the Motorola KMF encryption training class.

5. MEMBERS' REMARKS

There were no Members' remarks.

6. CONSENT AGENDA

Chairman Schwarze asked for a motion to combine Consent Agenda Items A/Monthly Report for February 14; B/Revenue Report; C/Minutes Approval Policy Advisory Committee for January 8; D/Minutes Approval ETS Board for January 10; E/ISP 9-1-1 Annual Financial Report. Member Maranowicz motioned, seconded by Member Guttman. On voice vote, all Members voted "Aye", motion carried.

Chairman Schwarze asked for a motion to approve Consent Agenda Items A/Monthly Report for February 14; B/Revenue Report; C/Minutes Approval Policy Advisory Committee for January 8; D/Minutes Approval ETS Board for January 10; E/ISP 9-1-1 Annual Financial Report. Member

Tillman motioned, seconded by Member Swanson. On voice vote, all Members voted "Aye", motion carried.

6.A. Monthly Staff Report

6.A.1. **24-0632**
Monthly Report for February 14 Regular Meeting

Attachments: February 14 Meeting Monthly Report.pdf

6.B. Revenue Report 911 Surcharge Funds

6.B.1. **24-0633**
ETSB Revenue Report for February 14 Regular Meeting for Fund 5820/Equalization

Attachments: Revenue Report Regular Meeting 2.14.24.pdf

6.C. Minutes Approval Policy Advisory Committee

6.C.1. **24-0634**
ETSB PAC Minutes - Regular Meeting - Monday, January 8, 2024

Attachments: 2024-01-08 ETSB PAC Minutes Summary.pdf

6.D. Minutes Approval ETS Board

6.D.1. **24-0635**
ETSB Minutes - Regular Meeting - Wednesday, January 10, 2024

Attachments: 2023-01-10 ETSB Minutes Summary.pdf

6.E. ISP 9-1-1 Annual Financial Report

6.E.1. **24-0636**
Statewide 9-1-1 Annual Financial Report for DuPage ETSB

Attachments: AFR Report 2023 For DuPage County 9-1-1_Redacted.pdf

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Michael Tillman
SECONDER:	Eric Swanson
AYES:	Schwarze, Franz, Guttman, Kramer, Maranowicz, Schar, Srejma, Swanson, Tillman, Toerpe, and Yoo
ABSENT:	Eckhoff

7. VOTE REQUIRED BY ETS BOARD

7.A. Payment of Claims

7.A.1. **24-0637**

Payment of Claims for February 14, 2024 for FY23 - Total for 4000-5820 (Equalization): $197,840.35.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Payment of Claims 2.14.24 FY23.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Joseph Maranowicz

7.A.2. **24-0638**

Payment of Claims for February 14, 2024 for FY24 - Total for 4000-5820 (Equalization): $521,534.94. Total for inter-department transfer for 4000-5820 (Equalization): $77.78.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Payment of Claims 2.14.24 FY24.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Erik Kramer

7.B. Change Orders

7.B.1. **ETS-R-0011-24**

Resolution to approve multiple change orders to decrease and close contracts that have expired to release funds.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Lilly.pdf
CDW.pdf
Dell.pdf
Motorola.pdf
Dick Buss.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Joseph Maranowicz

7.C. Purchase Resolutions

7.C.1. **ETS-R-0012-24**

Ratification of a contract purchase order to Motorola Solutions Inc. PO 924004/6838-1, for ASTRO25 IV&D Secure Communication Workshop training for three (3) technicians, for the dates of January 22-26, 2024, for a contract total of $11,925.00; Per 55 ILCS 5/5-1022(c) Competitive Bids not suitable for competitive bidding.

Member Yoo questioned if this was the item discussed on last month's agenda. Ms. Zerwin confirmed, yes, the item had a tight window for registration and the dollar value for the three attendees was not within her signing power.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Motorola 924004 Checklist.pdf
Motorola 924004 Requisition.pdf
DuPageKMF Training-1924.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	William Srejma

7.C.2. **ETS-R-0013-24**

Recommendation for the approval of a contract purchase order to Asset Panda LLC PO 924002, for the purchase of a one (1) year subscription of asset tracking management software for 10,000 assets, for the period of April 11, 2024 through April 11, 2025 for a total contract amount of $10,477.02; per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed $35,000.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Asset Panda 924002 Checklist.pdf
Asset Panda 924002 Requisition.pdf
DuPage County Illinois (ETSB) - 1-Year Term Quote - 2024
Asset Panda Renewal.pdf
Asset Panda 924002 Vendor Ethics_Redacted.pdf

RESULT:	APPROVED
MOVER:	Michael Guttman
SECONDER:	William Srejma

7.C.3. **ETS-R-0014-24**

Recommendation for the approval of a contract purchase order to Rave Mobile Safety. PO 924003, to provide one (1) year of Smart911 services, for the period of April 1, 2024

through March 31, 2025, for an amount of $119,200; per renewal option under PO 5162-1, fifth and final of five options to renew.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Rave 924003 Checklist.pdf
Rave 924003 Requisition.pdf
Dupage_AMD01_2021-02-09.pdf
Rave 924003 Vendor Ethics_Redacted.pdf

RESULT:	APPROVED
MOVER:	Michael Guttman
SECONDER:	Yeena Yoo

7.C.4. **ETS-R-0015-24**

Recommendation for the approval of a contract purchase order to Police Legal Sciences, Inc. PO 924006, for the purchase of one (1) year of web-based training for 151 Telecommunicators for the period of May 1, 2024 through April 30, 2025, for an amount of $9,060. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

On voice vote, all Members voted "Aye", motion carried.

Attachments: PLS 924006 Checklist.pdf
PLS 924006 Requisition.pdf
DuPage County IL ETSB - DP - 24-25 (quote) (1).pdf
PLS 924006 Vendor Ethics_Redacted.pdf

RESULT:	APPROVED
MOVER:	Erik Kramer
SECONDER:	Michael Tillman

7.D. Resolutions

7.D.1. **ETS-R-0016-24**

Appointment to the Emergency Telephone System Board of DuPage County Policy Advisory Committee - Mr. Tyler Benjamin (DU-COMM PSAP Representative).

On voice vote, all Members voted "Aye", motion carried.

Attachments: Notice of appointment - Benjamin.pdf
Letter to ETSB Director_Redacted.pdf

RESULT:	APPROVED
MOVER:	William Srejma
SECONDER:	Michael Guttman

7.D.2. **ETS-R-0010-24**

Resolution to adopt Policy 911-005.13: DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) Command Central Aware. Recommendation to approve Policy Advisory Committee VOTE (to approve): 5 Ayes, 0 Nays, 1 Vacant.

Member Srejma provided an example of how CommandCentral Aware was helpful in a recent situation in which an officer was on a foot pursuit that lasted a while and the officer lost track of where he was. Member Srejma said the software was deployed for the PSAPs to evaluate and at the time of the incident, one of ACDC's evaluators was on duty, logged into the system, located the officer and was able to provide the location to other officers. Member Srejma said it is a phenomenal tool.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Policy 911-005.13 GPS Command Central Aware draft.pdf

RESULT:	APPROVED
MOVER:	Erik Kramer
SECONDER:	Yeena Yoo

7.D.3. **ETS-R-0017-24**

Resolution to approve access to the DuPage ETSB CAD System network pursuant to Policy 911-018: 9-1-1 System Administration as requested by participating agencies for use of FususONE Real Time Crime Center (RTCC).

Ms. Zerwin said this was a clean-up item on the agenda. She said this item is not an item that can be paid for with surcharge, and that in the normal process this item would have been brought forward sooner. She said there are multiple agencies involved, and there may be amendments, but that FUSUS has been deployed and is being used.

Chair Schwarze asked how many agencies are using the product. Ms. Zerwin replied, Oak Brook and that Oakbrook Terrace and Wheaton are in process.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Attachment A OBP Fusus Interface Request Form_Redacted.pdf
Attachment A OTP Fusus Interface Request Form_Redacted.pdf
Attachment A WHP Fusus Interface request_Redacted.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Michael Tillman

8. COUNTY CAPITALIZATION POLICY DISCUSSION

8.A. **24-0639**

County Capitalization Policy

Ms. Zerwin referenced the memo and handout and said that County Board held a brief discussion yesterday regarding the capitalization policy where they are considering moving it to a $30,000 threshold from $5,000 and a group asset change. Ms. Zerwin said ETSB has already mostly been doing this in that large systems are tagged as a whole, such as CPE and CAD CPUs, and individual components of these larger assets, such as radios, that are deployed all over the County and those with a value less that $5,000 today are individually tagged for maintenance purposes and inventory. She said from the County Board discussion yesterday, it seems as if County will be moving forward and staff would recommend ETSB move forward, as well. Ms. Zerwin said it would not change any procedures for ETSB staff as all equipment would continue to be inventoried in the same manner. She said the bulk of changes fall to the finance personnel and that in the first year of the audit in which this takes effect, there may be audit notes to account for the changes within the annual audit because it will look different within capitalization and depreciation. Ms. Zerwin pointed out that Ms. Melanie Koga, the ETSB lead CPA, and Mr. Nick Kottmeyer, were in attendance if there were any questions she is unable to answer. Chair Schwarze said he believed the discussion yesterday amongst the County Board Members was unanimous.

Vice Chair Franz said he supports this and asked about the County spending threshold, whether the purchasing policy was still $5,000 and would be looked at. Chair Schwarze said the threshold is $15,000 and that ETSB needs to change the ordinance to adjust for the difference. Vice Chair Franz asked if as part of this would be to move the purchasing threshold to $30,000 so smaller items would not be brought forward for approval. Mr. Kottmeyer answered there is no anticipation of increasing the threshold from $15,000 for department heads to $30,000. The capitalization would move to $30,000, the purchasing would remain at $15,000. Vice Chair Franz said he believes most municipalities are at $30-35,000 and was asking that this be something to be considered.

Attachments: County Capitalization Policy Memorandum.pdf
CapitalizationMemo 02132024.pdf

9. DEDIR SYSTEM PORTABLES AND MOBILES

9.A. Police

9.B. Fire

PAC Chair Dina continued with the Fire radio update next. He reviewed the physical and

functional differences between the APXNext XN and APXNext XE portable radios. He said the members on the NFPA Committee have driven some big changes that will affect the fire service throughout the entire country. He reviewed the anticipated changes within the April firmware and then turned the discussion over to Ms. Zerwin for further information.

Ms. Zerwin said she would normally provide information in a memorandum when she has all the information. However, she said that yesterday she attended the Fire Chiefs' Association meeting to address the concerns that were building, as well as the DU-COMM Chiefs meeting. Ms. Zerwin said she had a higher-level meeting with both the Motorola product and sales divisions. She said that Motorola, Harris and Erickson have all produced a radio that meets the NFPA Standards. She said the Fire Focus Group has done a good job in identifying how the standards operationally do or do not work in the fieldin an operational environment. She said that Motorola would like to review all the changes they can from the list the Fire Focus Group identified in their list and the TIA for a new release. She said Motorola does not know how long that will take. Secondly, the Fire Focus Group has had an opportunity to demo the APXNext XE and she has inquired as to the lead time for these radios if the fire agencies decided they wanted to switch. Ms. Zerwin said her recommendation to the Board would be that when those answers are known that the Chiefs be shown the updated APXNext XN radio to demo with the APXNext XE and the Chiefs would then make that decision for their agency. She said that Chiefs who want the NFPA radio should be allowed whereas a change order would be executed for those who do not. She said the State's Attorney's Office and Motorola were looking at the contract because of the financing package and how that would be accomplished. Ms. Zerwin continued saying she did not know when this process began that this was the first NFPA Standard and inquired with Motorola as to what their business model would be with subsequent Standards. She questioned whether the future Standards would be an enhancement, a firmware update, a release and how would the APXNext XNs be maintained in the cost ETSB is paying. She said she was satisfied with how that would be going forward. Ms. Zerwin said that the vendors are in the same boat as the fire service with the NFPA standards. When she gets the dates from Motorola, and further information, the Board would receive a written recommendation. She concluded by saying she knows that the Chiefs are frustrated and have been patient but there are replacement parts and radios, as needed. So, there is a little time and although there are radios sitting and waiting for updates, Motorola is willing to work with DuPage because they understand the situation.

Member Kramer said that on the Chief's side the conversations at the association meeting went very well especially if they are able to wait to choose the radio because that allows them time to look at both and see if Motorola can make the changes.

Member Tillman asked, if ETSB is supplying the radios to the agencies, what, if any, liability does the ETSB incur if an agency chooses the non-NFPA compliant radio and something adverse were to happen. ASA Winistorfer said that was one of the things he would be looking at as part of whether they can execute a change order.

Vice Chair Franz asked if NFPA had adopted changes with all the work that has been done. PAC Chair Dina confirmed yes, that there was action taken by the memos that had been submitted, by the videos that were made, that Fire Focus drove a lot of those changes.

Vice Chair Franz confirmed with Ms. Zerwin that there is not an answer yet as to the timing of the APXNext XE radios. Ms. Zerwin said, correct, that the lead time of the APXNext XEs could be a number of weeks or months and that the APXNext XN changes could fall within that timeframe. She said that Motorola is actively working on getting the changes into a demo model.

Vice Chair Franz asked if there would be potential cost savings with the APXNext XE or whether that would need to be worked out within the change order. Ms. Zerwin said the short answer is that she does not know yet.

Vice Chair Franz then asked if Motorola would allow an agency who chose one model radio to switch to the other down the road. Ms. Zerwin replied she did not know. She added the Fire Focus Group had wanted to look at the Harris NFPA radio. They had a demo, a codeplug was given to Harris, and it has been almost 90 days and Harris has not come back with a demo radio. She said she thinks a lot of the vendors are struggling with the same operational issues, that it is not just Motorola, that it is the NFPA Standards. Ms. Zerwin said Motorola is trying to create a radio that meets those standards but is still functional for operational use and that is the challenge of new technology and the benefit of being on a beta team. She said she thought the best thing Fire Focus Group did to move this forward was to create the videos to demonstrate the difficulties.

Vice Chair Franz asked in regard to the firmware that comes out in April, what kind of timeframe would it take to deploy into the radios. PAC Chair Dina said each radio does not need to be individually programmed, that it would be a push to the radios as it is with the APXNexts for Police, today. Vice Chair Franz asked if he was hopeful this would address all the issues. PAC Chair Dina responded, yes, that of the 19 concerns they requested, the top five were the most important and he hopes for majority of the 19. Vice Chair Franz thanked PAC Chair Dina for the update and Ms. Zerwin for trying to capture all the information. Ms. Zerwin said a full summary had not been provided for some time and there were a lot of things building with this which are coming to a head, that as soon as they receive the timelines, a decision would have to be made because ETSB should not be sitting on capital assets and that the contract would have to be adjusted in terms of airtime and warranty, as well.

There were no further questions.

10. DU PAGE ETSB 9-1-1 SYSTEM DESIGN

Ms. Zerwin referenced the monthly report and wanted to highlight that it has been observed that over the course of the Computer Aided Dispatch (CAD) upgrade, a lot of users have been updating their mobile data equipment and using a Windows 11 platform. The ETSB Deputy Directors, Mr. Gregg Taormina and Mr. Matt Theusch, talked to Hexagon and there is a new upgrade available that supports Windows 11 so ETSB will be moving to that version at no additional cost. She said this would cause the CAD software upgrade to be slightly delayed but it will support the software the users are moving to.

Ms. Zerwin continued saying that Motorola is doing a microwave upgrade to the system. She wanted to give a shout out to Mr. Erik Maplethorpe of DU-COMM because even though all

parties including the PSAPs had signed off on the project and Mr. Maplethorpe identified an incorrect cabling in the contract in the eleventh hour, but that was essential and needed to be adjusted.

Ms. Zerwin said that Comcast has now been completely cut over. The exciting part of this project was that ACDC sent some personnel to DU-COMM, which is something everyone has been wanting to do for a while, and she asked Member Srejma to speak to that. Member Srejma said the network conversion started yesterday morning at 7:00am and was going to take down the CAD/MPS system at ACDC. As part of the evacuation policy, ACDC sent three people to DU-COMM to work their police and fire channels. He said it worked very well, it was a good process and exactly as the policy was written. Chair Schwarze asked Mr. Theusch or Mr. Taormina if they had any comments. Mr. Theusch said it was the culmination of the planning that had been done over several years and exactly as it had been designed to work. He said it was a successful complete network outage that Mr. Taormina, Mr. Furmanski, and the Comcast technicians worked hard to get right and that it was great to see the plan executed. Member Srejma added that this was also the cooperation between the two PSAPs. He said there was setup that DU-COMM had to perform for ACDC staff as far as internet access and logins as part of the policy and that it was all taken care of and a good outcome across the board. Ms. Zerwin added that the culmination is that there will be past monthly invoices that will be coming to the Board in March that have finally been reconciled. She said it was a long project that went seamlessly.

Ms. Zerwin said AT&T is moving along on the Session Initiated Protocol (SIP) connections as part of the Customer Premise Equipment (CPE) project. She said the equipment is finally moving into place and asked Mr. Theusch if he wanted to comment. Mr. Theusch said that AT&T has an automated process for ordering that kept reusing the existing fiber connections. Once AT&T identified what they were doing wrong in the ordering process, they were able to complete the order on the DU-COMM side. On the ACDC side, AT&T discovered there is about 500 feet of fiber that needs to be repaired to accommodate the diverse paths. There is no timeline yet on the ACDC side but he was cautiously optimistic that once the redesign on the ACDC side, that they could get back in queue for the cutover for NextGen 9-1-1.

Ms. Zerwin provided an update on HB 4339 that since the time of the monthly report, it has moved from Rules to Executive Committee. She said typically that means it could move faster but her contacts say they do not know which direction it may go and have not heard any commentary on language changes, yet. Ms. Zerwin asked Member Schar is there was anything he wanted to add. Member Schar said they are taking it very seriously and are open-minded to it, but there has to be protection built into it. Member Yoo asked if the state lobbyists have any instructions on whether we want to make the changes, is he working on that? Ms. Zerwin said she thinks they are aware of it, that with the language as it is right now, she does not know there is any direction for them at this point. She said the leads would really be the Illinois Police Chiefs Association. Member Schar said they would be meeting in a couple weeks to discuss but that there is no updated direction on what they would recommend. Vice Chair Franz believed this might be an opportunity for County, the Illinois Police Chiefs, DuPage Mayors & Managers for a joint statement or action they want to take, that there is a legislative committee that reads every bill that comes through and they would like to partner on that. Member Schar said, if the Board would like, if he received direction from his other boards, he would be happy to send them to

Ms. Zerwin to disseminate to the other Members of the ETS Board so they can make timely decisions.

Ms. Zerwin said that administrative rules at the State level continue, they had kind of a disjointed meeting this month and they were supposed to have a meeting tomorrow that has been canceled, so they continue to work through and are in the crux of allowable costs in the administrative rules and has nothing to report. She said they had done good work until waylaid by the FCC and that she would be back if she felt she needed additional support and will see where the language goes. She said the large eight counties group continues to work through that section and are about halfway through 1326, which is the section on allowable costs. Ms. Zerwin had nothing to report but said they all feel the same way and no one is diverting from the ETSB's point of view so they are a united front.

11. OLD BUSINESS

There was no old business.

12. NEW BUSINESS

There was no new business.

13. EXECUTIVE SESSION

Chair Schwarze said ETSB is going into Executive Session Pursuant to Section 5 ILCS 120/2(c) (21) of the Open Meetings Act for discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Vice Chair Franz stepped out of the meeting.

At 9:43am, a motion was made by Member Guttman, seconded by Member Yoo, for ETSB to enter into Executive Session. On roll call, all "Ayes", motion carried. Pursuant to the carried vote, ETSB entered Executive Session.

Chairman Schwarze said the Board would return afterwards to address any items referred therefrom.

13.A. Minutes Review Pursuant to 5 ILCS 120/2 (C) (21)

Pursuant to the Open Meetings Act 5 ILCS 120/2(C)(21) - Semi-Annual Review of Executive Session Minutes

March 10, 2021; February 9, 2022; September 14, 2022; June 14, 2023; August 24, 2023

13.B. Personnel Matters Pursuant to 5 ILCS 120/2 (C) (1)

13.C. Security Procedures and the Use of Personnel and Equipment Pursuant to 5 ILCS

13.D. Pending Litigation Matters Pursuant to 5 ILCS 120/2 (C) (11)

14. MATTERS REFERRED FROM EXECUTIVE SESSION

14.A. Disposition of Executive Session Minutes

The regular session of the ETSB reconvened at 9:53am. On roll call, Members Schwarze, Franz, Guttman, Kramer, Maranowicz, Schar, Srejma, Swanson, Tillman, and Yoo were present. Member Eckhoff and Member Toerpe were absent.

Chair Schwarze asked for a motion to release the minutes of February 9, 2022 and August 24, 2023 along with a recommendation to retain the minutes of March 10, 2021, September 14, 2022, and June 14, 2023 as presented during Executive Session. Member Swanson motioned, seconded by Vice Chair Franz. On roll call, all "Ayes", motion carried.

15. ADJOURNMENT

15.A. Next Meeting: Wednesday, March 13 at 9:00am in 3-500B

Chairman Schwarze asked for a motion to adjourn. Member Kramer motioned, seconded by Member Yoo. The meeting of the ETSB was adjourned at 9:55am.

Respectfully submitted,

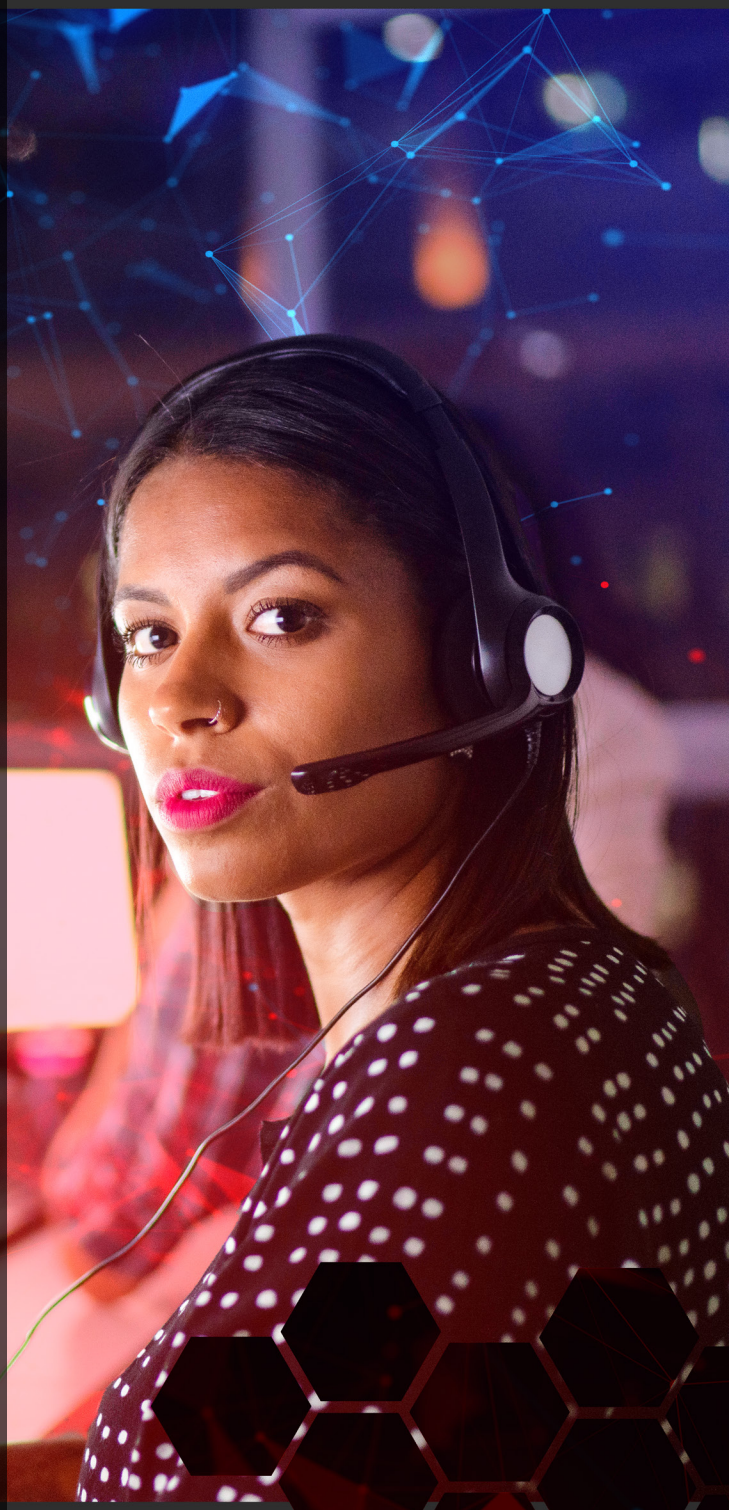
Jean Kaczmarek

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File #: 24-0855 **Agenda Date:** 3/13/2024 **Agenda #:** 6.E.1.

State of Illinois
Illinois State Police

STATEWIDE 9-1-1 ADVISORY BOARD



ANNUAL REPORT TO THE GENERAL ASSEMBLY

MARCH 1, 2024

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To the Honorable Members of the 103rd General Assembly

March 1, 2024

The members of the Statewide 9-1-1 Advisory Board (Advisory Board) respectfully submit this annual report pursuant to Section 19(e) of the Emergency Telephone System Act (Act) (50 ILCS 750/19(e)). This report is due to the General Assembly by March 1st of every year and includes an update on the transition to a statewide Next Generation 9-1-1 (NG9-1-1) system. A listing of Advisory Board members is contained in Appendix 1.

Consolidation and NG9-1-1 grants are offered on a yearly basis to help offset costs, and the development and implementation of the Statewide NG9-1-1 network by AT&T is progressing. AT&T continues to complete PSAP readiness assessments, operational readiness testing and was successful in transitioning 46 PSAPs to the Statewide NG9-1-1 network in 2023. In 2024, the remaining 65 PSAPs are scheduled or targeted to transition to the Statewide NG9-1-1 network. Network-to-network interfaces (NNIs) will be completed with the three regional NG91-1 systems, allowing for the provision of NG9-1-1 service to all areas of the state outside of the City of Chicago. The City of Chicago is in the process of procuring its own NG9-1-1 network, and once that network is operational, the State will work to establish an NNI connection with the City of Chicago.

Sustainable funding for the existing 9-1-1 infrastructure continues to be monitored by the Advisory Board. An assessment of the existing funding formula will be completed over the next several months and reviewed to determine if updates are needed to the funding of the statewide 9-1-1 program. This project is being facilitated through the utilization of Crowe LLP.

Progress in moving towards NG9-1-1; training and certification for 9-1-1 dispatchers; and stable funding for the 9-1-1 community continues to be priorities. The Act expires in December 2025. The Illinois State Police, the Administrator's Office and Advisory Board are in the process of re-writing the Administrative Rules. The Department, along with the Administrator and the Advisory Board, appreciates the opportunity to present this report to the General Assembly and welcomes any questions that General Assembly members may have regarding 9-1-1 in the State.

Respectfully submitted,

Chair
Michael T. Yokley
Statewide 9-1-1 Advisory Board

Executive Summary

In the past year, the Department, Administrator, and the Advisory Board, working collaboratively with the 9-1-1 and vendor communities, have made great progress in our efforts to achieve the requirements of the Act. The final unserved county is projected to begin providing 9-1-1 service in the 2nd Quarter of 2024. In 2023, 46 PSAPs transitioned to the statewide NG9-1-1 network. The Administrator continues to administer the consolidation and NG9-1-1 expenses grants, with the Advisory Board setting aside $7.5 million for continued consolidation efforts. The Advisory Board presented agreed legislative language to extend the repeal dates and address continuing priorities of 9-1-1 statewide. The Act was extended in July 2023 and expires in December 2025.

Unserved Counties

At the beginning of this reporting period, 1 of the original 13 unserved counties remained unserved. Stark County, the final unserved county, began the process of consolidation. As part of its consolidation plan, Stark will begin providing NG9-1-1 service to its citizens when it becomes fully operational in early 2024.

PSAP Consolidations

Mandatory PSAP consolidations have been completed except for one consolidation order for Madison County which is currently being challenged in Madison County Circuit Court. The court case was delayed for over two years due to COVID complications, however, it is anticipated that it will be resolved by the first quarter of 2024.

Grant Programs

The Administrator continues to administer consolidation grant and NG9-1-1 expense grant programs through the new state Amplifund system. The new system allows for the electronic management of grant applications, grant awards, reimbursement requests and disbursements. The Advisory Board set aside $7.5 million for consolidation grants for SFY25. A statutory amount of at least $6.8 million along with $5.2 million carried over from the previous fiscal year for a total of $12 million is available for SFY25 NG9-1-1 expense grants.

NG9-1-1

AT&T began transitioning PSAPs to the Statewide NG9-1-1 network in June 2022 and continues to complete PSAP readiness and operational readiness testing for the remaining PSAPs statewide. AT&T has collaborated with the vendors providing NG9-1-1 service on a regional basis to three areas of the state to develop NNI connections to the Statewide NG9-1-1 network. A total of 65 PSAPs have transitioned to the Statewide NG9-1-1 network. It is anticipated that the remaining PSAPs will transition to the Statewide NG9-1-1 network by the middle of 2024.

We recognize this work would not be possible without the strong relationships developed between the Department, Administrator, members of the Advisory Board, their associations, the vendor community, the 9-1-1 community, and the legislative partners who serve on the Advisory Board. We would also like to thank the members of the General Assembly for their continued support of 9-1-1 statewide.

Grant Programs

The Act allows for the Advisory Board to set aside money from surcharges received to fund grants to assist in offsetting non-recurring costs associated with 9-1-1 system consolidation. The Act also states that until June 30, 2025, the distribution of $0.05 from surcharge collected is to be used by the Department for grants for NG9-1-1 expenses, with priority given to 9-1-1 Authorities that provide 9-1-1 service within the territory of a Large Electing Provider as defined in Section 13-406.1 of the Public Utilities Act. Approximately $6.8 million is projected to be available annually for NG9-1-1 Expenses grants. The Administrator administers the grant programs for the Department by establishing a Notice of Funding Opportunity, reviewing grant applications, and determining grant awards.

GRANT MANAGEMENT SYSTEM

In 2019 the State entered a partnership with Amplifund, the leading enterprise grant management platform designed for federal, state, and local governments to manage every phase of the grant management process. Over the past four years, the State of Illinois has been implementing the most comprehensive, statewide grant management infrastructure in the U.S., passing the Grant Accountability and Transparency Act, and forming the Grant Accountability Unit to ensure State and Federal compliance. The State of Illinois selected Amplifund to automate this infrastructure through the implementation of a statewide grants management system as part of its plan to further standardize and drive compliance of grant-related processes for state agencies and recipients.

The Illinois State Police transitioned to the Amplifund Grant Management System in December 2021 to manage the SFY23 grant programs.

CONSOLIDATION GRANT PROGRAM

Consolidation grants are awarded on a priority basis based on enumerated criteria which include reducing the number of transfers, reducing infrastructure, promoting cost savings, facilitating interoperability and other factors.

SFY24 CONSOLIDATION GRANTS

The Advisory Board approved funding of up to $5 million for consolidation grants. Three grant applications requesting approximately $8.1 million were submitted. Applicants requested funding for and received approval for 9-1-1 call taker positions, GIS services to assist with addressing and mapping, logging recorders, console positions, public safety voice communications, and connectivity and construction projects. Grants totaling approximately $5 million were awarded.

SFY25 CONSOLIDATION GRANTS

The Advisory Board approved up to $7.5 million for consolidation grants for SFY25. Funding for the SFY25 grant allocation will be generated from collected surcharge.

A Notice of Funding Opportunity was distributed on November 8, 2023, and posted in the Amplifund Grant Management System, with grant applications due to the Department by February 12, 2024.

A Notice of Funding Opportunity was distributed on November 8, 2022, and posted in the Amplifund Grant Management System, with grant applications due to the Department by February 1, 2023. Three SFY24 grant applications were received requesting $10,038,700 and are currently being evaluated. Existing and previously completed consolidation projects shall be eligible to apply for reimbursement of non-recurring costs related to consolidations completed between 2010 and the State Fiscal Year of the current grant application period.

CONSOLIDATION GRANT HISTORY

Consolidation Grants				
	SFY22	**SFY23**	**SFY24**	**Total***
Grant Funding	$5,000,000	$5,000,000	$5,000,000	$50,000,000
Applications Received	7	6	3	74
Amount Requested	$3,998,920	$4,273,789	$10,038,700	$65,687,836
Amount Awarded	$2,583,465	$2,753,461	$5,000,000	$26,452,335
Amount Re-Distributed to 911 Authorities	$2,416,535	$2,246,539	0	$18,547,664
*Total Since Inception of the Grant Program in SFY17				

NG9-1-1 EXPENSES GRANTS

NG9-1-1 Expenses grants are awarded on a priority basis based on enumerated criteria including defraying costs associated with replacing or upgrading 9-1-1 call handling positions, NG9-1-1 i3 capable standards-based multimedia recorder systems, NG911 GIS projects, Indoor School Mapping (K-12), CAD integrated Emergency Medical Dispatch (EMD) Protocols and CAD-to-CAD Interfaces. Priority is given to 9-1-1 Authorities providing service within the territory of a Large Electing Provider as defined in Section 13-406.1 of the Public Utilities Act.

SFY23 NG9-1-1 EXPENSES GRANTS

$8 million was available for NG9-1-1 Expenses grants in SFY24. Twenty-Four grant applications requesting approximately $3.1 million were submitted. Applicants requested funding for and received approval for hosted 9-1-1 call taking positions, multimedia recording systems, GIS Projects and related Telecommunicator training. Grants in the amount of $2.3 million were awarded. The balance of the grant allocation was rolled over to the SFY25 grant opportunity.

SFY24 NG9-1-1 EXPENSES GRANTS

$12.9 million will be available for NG9-1-1 Expenses grants in SFY25. A funding opportunity was distributed on December 19, 2023, and posted in the Amplifund Grant Management System, with grant applications due to the Department by February 20, 2024.

NG9-1-1 EXPENSES GRANT HISTORY

NG911 EXPENSES GRANTS					
	SFY21	**SFY22**	**SFY23**	**SFY24**	**Total***
Grant Funding	$9,057,000	$7,929,510	$8,731,490	$8,000,000	$40,789,000
Applications Received	52	46	54	24	243
Amount Requested	$10,107,366	$9,056,256	$12,851,549	$3,101,773	$50,748,866
Amount Awarded	$7,924,059	$6,434,065	$7,167,271	$2,317,848	$33,939,843
Amount Rolled Over to Next SFY	$1,429,510	$2,231,490	$1,564,219		$10,208,617
SFY19 - Funding Available Hosted Solution i3 capable Call Handling Equipment					
SFY20-SFY24 - Funding available for Hosted Solution i3 capable Call Handling Eqp, Multimedia Recording System, GIS Projects					
*Total Since Inception of the Grant Program in SFY20					

Next Generation 9-1-1 (NG9-1-1)

NG9-1-1 HISTORY AND FUTURE PLANS

The Office of the Statewide 9-1-1 Administrator has the legislative responsibility to implement a statewide NG9-1-1 System with a legislative requirement for every 9-1-1 Authority in Illinois to provide NG9-1-1 within 36 months of the awarding of a contract to a vendor certified under Section 13-900 of the Public Utilities Act. A municipality with a population over 500,000 shall provide Next Generation 9-1-1 service by January 1, 2026 (50 ILCS 750/3(b)).

The State's goal is to achieve interconnectivity and interoperability throughout the state by implementing a National Emergency Number Association (NENA) i3-compliant Emergency Services IP network (ESInet) and Next Generation Core Services (NGCS) solution that will serve all county, municipal and regional PSAPs.

The Department will be responsible for the one-time setup costs to connect each PSAP to the ESInet and the monthly reoccurring network, NGCS, and Network Operation Center/Security Operation Center (NOC/SOC) costs. The transition from legacy E9-1-1 services to IP-based NG9-1-1 offers options to resolve challenges by bringing new and emerging technologies to citizens of Illinois. Of paramount importance is the delivery of ubiquitous, robust, and dependable 9-1-1 and to provide each 9-1-1 caller with the same level of service for all residents and visitors to the state, regardless of location or device. NG9-1-1 offers great promise in accomplishing each of these goals while providing a platform to grow and expand as environmental factors change over time.

Text Control Center contracts were executed with the two Text Control Providers, Next Gen Communications, Inc./Comtech and AT&T Inc./Intrado. Kickoff meetings with PSAPs are in progress. All PSAPs are legislatively required to provide integrated Text to 9-1-1 by July 1, 2024.

To accomplish the vision of NG9-1-1 in Illinois, which will include both the ESInet and NGCS, standards-based system solutions are required. The use of a standards-based NENA i3 architecture will ensure that vendor-agnostic solutions are deployed to meet the needs of the system, thus allowing for flexibility in procurement options when considering both the ESInet and NGCS.

Ensuring compliance with standards while allowing flexibility for growth and emergence of innovative technologies is key to keeping pace with the evolving patchwork of NG9-1-1 implementations occurring nationwide.

CURRENT ENVIRONMENT

PSAPs in Illinois have historically been county-based or municipal-based with a few exceptions. The number of primary PSAPs has decreased from 253 to 176 since January 2016, which will reduce the number of required network touchpoints to achieve a statewide ESInet capable of supporting a public safety grade call-delivery function.

In 2023, 130 of the of the 130 Illinois 9-1-1 Authorities reported answering more than 7.1 million 9-1-1 calls from wireless, wireline, and voice over IP (VoIP) phone subscribers. In the same period, more than 14,000 text messages were delivered to 66 9-1-1 Authorities that currently support text-to-9-1-1 service.

The Illinois PSAP community ranges in size from single-seat PSAPs to one with over 170 call-taking seats, demonstrating the diversity in population centers and confirming the need to ensure flexibility of future solutions. A majority of the PSAPs in Illinois have five positions or less, and the possibility exists for further consolidations.

Progress toward migration from legacy, circuit-switched 9-1-1 systems with limited interoperability to IP-based NG9-1-1 systems has been achieved at 58 PSAPs on a regional level and 65 PSAPs have transitioned to the Statewide NG9-1-1 network, resulting in a diverse technology landscape across the state.

Today, the majority of ETSBs are supported by NG9-1-1 system providers, accounting for 71 percent of Illinois' active PSAPs. PSAPs are served by the AT&T Statewide NG9-1-1 network and three regional NG9-1-1 systems, Counties of Southern Illinois (CSI), North Central Illinois System (NCIS) and the Northern Illinois Next Generation Alliance (NINGA) regional NG9-1-1 solutions. In addition, 25 individual PSAPs have transitioned to a Next Generation Core Services (NGCS) solution. These regional systems and individual PSAPs account for 60 PSAPs and will be interfaced to the Statewide network. 46 legacy PSAPs transitioned to the Statewide NG911 network in 2024. These solutions offer or will be offering ESInets, and NGCS features that include an Emergency Call Routing Function (ECRF), Emergency Services Routing Proxy (ESRP), Legacy Selective Router Gateway (LSRG), Border Control Function (BCF), and integrated GIS for geospatial routing of 9-1-1 calls and Text-to-911.

NG9-1-1 SYSTEM DEVELOPMENT

ESInet

The foundation upon which the statewide NG9-1-1 solution will be built is an available, diverse system and will deliver consistent high-quality, public safety-grade service. Because NG9-1-1 will be a statewide solution, each PSAP will be able to obtain access to the statewide ESInet; therefore, the ESInet will be capable of scaling to meet the needs of the smallest PSAPs, as well as those of the largest PSAPs operating in the state.

NG9-1-1 Core Services

Leveraging a solid ESInet foundation, the State will implement an i3 standards-based NGCS that complies with the NG9-1-1 Standards listed in the Agency of Homeland Security's SAFECOM Guidance. The NG9-1-1 functional elements will provide significant benefits to the Illinois PSAP community, through the enhancement of call routing features and inclusion of innovative technologies offering more robust and accurate location information and supplemental data.

Access, diversity and redundancy, quality of service, security, interstate/intrastate operability, spatial interface, location validation function and location information server, border control functions, legacy network and PSAP gateways, call routing functions, additional data repositories, text to 9-1-1, and video are all critical functions of a vendor hosted NG9-1-1 solution.

GIS

Establishment of a statewide geographic information system (GIS) initiative and to provide definitive guidance on the requirements, frequency for updates, and quality standards for GIS data for public safety use in NG9-1-1 is a work in progress.

The development, aggregation, standardization, quality assurance, and maintenance of geospatial data is a cornerstone for successfully implementing NG9-1-1 in the state. In 2017, the Administrator formed a committee to develop a governance structure, to implement NENA and state-specific geodatabase standards and to determine 9-1-1 Authorities' GIS data readiness. Members of the Committee represent PSAPs, counties, municipalities, educational institutions, the Illinois State Geological Survey, and the Illinois GIS Association.

The Committee continues to meet monthly with NG911 GIS Data Maintainers. An Illinois NG9-1-1 Geodatabase Template and a GIS data readiness checklist for use by the PSAP community in preparation for NG9-1-1 deployment is available. The Committee continues to assess 9-1-1 Authorities PSAP, Provisioning, Law, Fire and EMS Boundary Layers and their Road Center Lines and Address Points, developing a program to ensure gaps, overlaps, and quality metrics are met by the statewide data set and administering a training program for local data stewards and data maintainers. An Esri NG9-1-1 Hub has been deployed and continues to be enhanced. It includes a workflow process that allows systems to directly evaluate the readiness of their GIS data.

The State is responsible for providing the data portal and for portal access and security. The 9-1-1 Authorities are responsible for preparing their GIS data to be NG9-1-1 ready and continuing to maintain and update the data. GIS data is required to be 98% accurate. Once the data is sent to the NGCS provider, the data must be free of any critical GIS errors. The Statewide 9-1-1 Administrator has taken the lead on the State's GIS readiness initiative to support the NG9-1-1 legislative mandate.

CURRENT STATUS

AT&T has transitioned 65 PSAPs to the Statewide NG911 network. Six vendors provide 9-1-1 call handling system software to PSAP's providing service in the state. Their software is required to be evaluated and must receive AT&T lab approval for use. All the current vendors have received approval for use. Based on call handling software readiness, 65 PSAPs have been or will be scheduled to transition to NG9-1-1 in 2024. Project Managers are assigned to each PSAP scheduled to transition, and project kickoff meetings are being held and scheduled to ensure readiness to transition. The design, ordering and testing of Network-to-Network Interfaces (NNI's) to provide connections to existing regional networks and to surrounding state's networks is in progress.

TRAINING AND CERTIFICATION

Public Act 102-0009 requires that each 9-1-1 Authority, as well as its answering points, shall ensure its public safety telecommunicators and public safety telecommunicator supervisors comply with the training, testing, and certification requirements established pursuant to Section 2605-53 of the Department of State Police Law. The Administrator is working with 22 PSAP Training Coordinators from across the state in the development of twenty training modules that include Call Processing, Legal Concepts, Active Shooter, Cyber Security Awareness, CESSA/911 and Mental Health and Stress Management and that will also provide the state's Telecommunicators with NG9-1-1 system functionality awareness and familiarization with future technology that will deliver 9-1-1 integrated text, pictures, and videos.

Each 9-1-1 Authority, as well as its answering points, shall maintain a record regarding its public safety telecommunicators and public safety telecommunicator supervisors for at least 7 years.

Costs incurred for the development of standards, training, testing and certification shall be expenses paid by the Department from the funds available to the Administrator and the Advisory Board under Section 30 of the Act.

The Statewide 9-1-1 Administrator, in consultation with the Advisory Board, will be developing comprehensive guidelines for training on emergency dispatch procedures including, but not limited to, emergency medical dispatch, the delivery of 9-1-1 services, and professionalism for public safety telecommunicators and public safety telecommunicator supervisors. In addition, rules and minimum standards for continuing education on emergency dispatch procedures and the delivery of 9-1-1 services and professionalism for public safety telecommunicators and public safety telecommunicator supervisors will be established. Finally, the adopted rules will provide appropriate testing and certification processes consistent with the training required.

Surcharge Distribution

The Act was extended on July 28, 2023, and currently expires on December 31, 2025. A flat $1.50 surcharge applies on all landline, wireless, and VoIP lines outside the City of Chicago effective January 1, 2018. Prepaid surcharge remained unchanged at a rate of 3% at the point of sale. Both are paid into the Statewide 9-1-1 Fund to be disbursed by the Department. The City of Chicago collects a surcharge up to $5.00 with a prepaid rate of 3%.

During SFY23, approximately 210 million of 9-1-1 surcharge was collected by the State (including Prepaid Wireless collected by the Department of Revenue). Of the surcharge collected in SFY23 , approximately $190 million was provided in support of the 9-1-1 community through direct distribution on a monthly basis, payment of network costs, and the provision of grant funding for consolidation and NG9-1-1 efforts.

The $1.50 surcharge and changes to the formula defined in the Act have addressed some of the concerns regarding sustainability and consistency in monthly disbursements from the State to the 9-1-1 Authorities. However, significant concerns remain among the 9-1-1 community with regards to future sustainability with the one-time and recurring cost of implementation and maintenance of NG9-1-1 throughout the state, as well as increased costs to support and maintain the 9-1-1 infrastructure in Illinois.

Fund sweeps and the impact on federal grant funding are an additional concern for the 9-1-1 community. 9-1-1 surcharge diversion has been the focus of significant federal interest in recent years, and in 2021 and 2022, the FCC accepted comments and issued guidance on allowable expenses, non-allowable expenses, and fee diversion. The FCC also provides an annual report on the status of 9-1-1 funding and fee diversion.

The chart below shows the Fiscal Year 2024 estimated income on all connections, as well as the actual revenue and expenses for Fiscal Years 2022 and 2023.

Emergency Telephone System Act: Estimated Revenues and Expenses

Revenues Collected:	Fiscal Year 2022 Final (Full Year at $1.50)	Fiscal Year 2023 Final (Full Year at $1.50)	Fiscal Year 2024 Est (Full Year at $1.50)
Wireline (Includes Carrier Withholding)	$ 12,044,893	$ 12,503,521	$ 12,000,000
VOIP (Includes Withholding)	$ 31,077,661	$ 33,091,955	$ 33,000,000
Post Paid Wireless Revenue	$ 140,095,514	$ 157,427,115	$ 162,000,000
Total From Surcharge Under Emergency Telephone System Act	**$ 183,218,068**	**$ 203,022,592**	**$ 207,000,000**
Prepaid Revenue	$ 8,747,524	$ 8,747,524	$ 9,500,000
Penalties Collected	$ 60,830	$ 47,886	$ 12,000
Return of surcharge per Section 30(b)(1.5)(A) and (B) of ETSA			$ 28,000,000
*Monies withheld in prior FY's pursuant to Section 30(b)(2)(C) of ETSA	$ 27,000,000	$ -	$ 30,000,000
Total Collected 9-1-1 Revenue	**$ 219,026,422**	**$ 211,818,002**	**$ 274,512,000**
Distribution of Surcharge:			
Withholding under Section 20 (a) (2) (d)			
Carrier Cost Recovery for Collection of Surcharge	$ 813,774	$ 1,317,323	$ 2,690,000
Disbursements under Section 30 (b) (1)			
(A) Portion for Counties Under 100k	$ 1,594,116	$ 1,759,529	$ 1,777,497
(B) To Wireless Carrier Reimbursement Fund (ended SFY 22)	$ -	$ -	$ -
(C) Department Administration	$ 2,084,613	$ 2,300,923	$ 2,250,000
(D) Wireless Fixed	$ 4,885,815	$ 5,378,807	$ 5,448,267
(E) Grants for NG9-1-1 Expenses	$ 6,140,354	$ 6,767,420	$ 6,803,523
(F) NG9-1-1 Expenses	$ 15,941,155	$ 17,595,291	$ 17,713,677
Disbursements under Section 30 (b) (2)			
(A) Wireline/ VoIP; Hold Harmless Level	$ 36,916,531	$ 40,322,718	$ 40,322,718
(B) 9-1-1 Network Costs	$ 11,691,485	$ 12,725,010	$ 12,720,000
(C) ISP for RFI / RFP / Administrator / Advisory Board Costs	$ 318,452	$ 395,617	$ 400,000
(D) Portion Set Aside for 9-1-1 Consolidation Grants	$ 4,583,333	$ 5,000,000	$ 7,500,000
(E) Return of Surcharge to All Authorities pursuant to Section 30(b)(1.5)(A) and (B) of ETSA	$ -	$ -	$ 28,000,000
(F) Remaining Surcharge to All Authorities (Wireless Zip Codes)	$ 107,056,794	$ 118,255,364	$ 118,886,318
*Special distribution of Monies withheld in prior FYS pursuant to Section 30(b)(2)(C)of ETSA	$ 27,000,000	$ -	$ 30,000,000
Grand Total Distributed	**$ 219,026,422**	**$ 211,818,002**	**$ 274,512,000**
Funds Directly Benefiting 9-1-1 Authorities (in Gray)	**$ 199,868,428**	**$ 190,208,848**	**$ 251,458,323**

* The Department has had the opportunity to review funds allocated for NG9-1-1 purposes against the costs in the awarded contract and has determined that the initial NG9-1-1 funds withheld during the May 2018 - July 2020 remit period are not necessary for NG9-1-1 purposes. A legistlative change was made to 50 ILCS 750 Emergency Telephone Systems Act in July of 2023 allowing the Department to return excess funds withheld for NG9-1-1 expenses.

2024 Objectives

In 2023, the Department and Administrator, working with the Advisory Board and 9-1-1 community, In 2024, the Department and Administrator, working with the Advisory Board and 9-1-1 community, will be undertaking a comprehensive review of the current funding formula and its application within the existing 9-1-1 infrastructure. The Department has engaged Crowe LLP to assist in the independent assessment and to review other states' funding formulas to determine what changes, if any, are recommended for the current statutory formula. In addition to an assessment of the current 9-1-1 funding model, the Department and Advisory Board will be reviewing the impacts of previous consolidation efforts as well as making legislative recommendations to ensure the continued sustainability of the 9-1-1 infrastructure and provision of exceptional 9-1-1 service to the State's citizenry.

The current Act expires on December 31, 2025. The Advisory Board meets monthly and continues to work with the Department on its revision to the administrative rules governing 9-1-1 in the state. The Department is expecting to have draft administrative rules for consideration by JCAR within the second quarter of 2024. The Advisory Board looks forward to providing updates on these topics and more when the next Annual Report is filed in March 2025.

The Advisory Board appreciates the opportunity to provide an update on the state of 9-1-1 in Illinois and our transition to a Statewide NG9-1-1 network. The Advisory Board appreciates the assistance of our legislative members on the Advisory Board and welcomes the opportunity to provide additional information to members of the 103rd General Assembly upon request.



APPENDIX 1 – Statewide Advisory Board Members & Statewide 9-1-1 Administrator

Statewide 9-1-1 Advisory Board members
Illinois Association of Public Safety Communications Officials
Ralph Caldwell, METCAD, Champaign County

Illinois Association of Chiefs of Police
Chief Carla Redd, Rockford Police Department

Illinois Commerce Commission
Sam McClerren

Illinois Fire Chief's Association
Chief Demond Dade, Urbana Fire Department

Illinois Sheriff's Association
Appointment Pending

Illinois State Police
Assistant Deputy Director Michael Yokley, Chair

Illinois National Emergency Number Association
John Ferraro, Northwest Central Dispatch, Cook County

Illinois Broadband and Telecommunications Association
Randy Nehrt, President

Representing a County 9-1-1 System from a County with a Population of Less than 37,000
Phil McCarty, Emergency Management & 9-1-1 Coordinator, Morgan County

Representing a County 9-1-1 System from a County with a Population between 37,000 and 100,000
To be determined

Representing a County 9-1-1 system from a County with a Population between 100,001 and 250,000
Tammy Peterson, 9-1-1 Coordinator, Kankakee County

Representing a County 9-1-1 system from a County with a Population of more than 250,000
Linda Zerwin, Executive Director, DuPage County ETSB

Representing a Municipality or Intergovernmental Cooperative 9-1-1 System, Excluding Any Single Municipality with a Population over 500,000
Delores Temes, Executive Director, Town of Cicero

Representing an Incumbent Local Exchange 9-1-1 System provider
Deno Perdiou, Director External & Legislative Affairs - AT&T Illinois

Representing an Incumbent Local Exchange Carrier
Appointment Pending

Representing a Large Wireless Carrier
Lauren Neill, Senior State Legislative Affairs Manager - T-Mobile

Representing a Non-Incumbent Local Exchange 9-1-1 Service Provider
Deborah Prather, Director Regulatory Affairs - INdigital

Representing the Illinois Broadband and Cable Association
Debra Piscola, Senior Director of Government Affairs - Comcast

Representing the Illinois State Ambulance Association
Laura Daley, Vice President - Bud's Ambulance Service

Representing the General Assembly
Senator Bill Cunningham

Representing the General Assembly
Senator Neil Anderson

Representing the General Assembly
Representative Angelica Guerrero-Cuellar

Representing the General Assembly
Representative Michael Coffey

Statewide 9-1-1 Administrator
Cindy Barbera-Brelle

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421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0825 **Agenda Date:** 3/13/2024 **Agenda #:** 7.A.1.

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY
Consolidated 9-1-1 Services for DuPage County
421 N. County Farm Road, Wheaton, Illinois 60187
630-550-7743 ETSB911@dupageco.org

BOARD MEMBERS:

Mr. Greg Schwarze
Chairman
DuPage County Board
Representative

Mr. Mark Franz
Vice Chairman
Village of Glen Ellyn
DuPage Mayors & Managers
Conference Representative

Mrs. Gwen Henry, Ex-Officio
DuPage County Treasurer

Ms. Jean Kaczmarek, Ex-Officio
Secretary - DuPage County Clerk

Mr. Grant Eckhoff
DuPage County Board
Representative

Mr. Michael Guttman
DuPage Public Safety
Communication
(DU-COMM) Representative

Chief Erik Kramer
Addison Fire Protection District
DuPage County Fire Chiefs
Association Representative

Mr. Joseph Maranowicz
Village of Addison
DuPage Mayors & Managers
Conference Representative

Chief David Schar
Village of Winfield
DuPage County Police Chief
Association Representative

Mr. William Srejma
Addison Consolidated Dispatch
Center
(ACDC) Representative

Deputy Chief Eric Swanson
DuPage Sheriff's Office
Representative

Mr. Michael G. Tillman, RPL
Superior Air-Ground Ambulance
Services Inc.
Emergency Services Representative

Mr. Robert Toerpe
Public Representative

Ms. Yeena Yoo
DuPage County Board
Representative

Ms. Linda Zerwin
Executive Director
9-1-1 System Coordinator

TO: DuPage County Treasurer's Office

FROM: Greg Schwarze, Chairman
Emergency Telephone System Board of DuPage County

DATE: March 13, 2024

SUBJECT: ETSB Payment of Claims List FY24 – March 13, 2024

The payment of the below listed accounts has been approved by the ETS Board at a meeting held on March 13, 2024. You are hereby authorized to pay the invoices as listed on the attached DuPage County Payment Listing Transaction report dated March 1, 2024.

FY2024 Equalization Fund (4000-5820):	$	708,626.28
Total:	$	708,626.28

APPROVED BY:

_____
Greg Schwarze, Chairman

ATTEST:

_____
Secretary

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY
FY24 EXPENDITURE VS. BUDGET

COMP	AU	Account	Description	ANNUAL APPROPRIATION	ACTUAL BUDGET	YEAR TO DATE EXPENDED	YEAR TO DATE ENCUMBERED	REMAINING AVAILABLE	% YTD EXPENDED	% YTD REMAINING
4000	5820	50000-0000	REGULAR SALARIES	$ 1,004,362	$ 1,004,362	$ 202,766	$ -	$ 801,595.59	20%	80%
4000	5820	50050-0000	TEMPORARY SALARIES/ON CALL (new)	$ 10,000	$ 10,000	$ 2,144	$ -	$ 7,855.78	21%	79%
4000	5820	51000-0000	BENEFIT PAYMENTS	$ 13,525	$ 13,525	$ -	$ -	$ 13,525.20	0%	100%
4000	5820	51010-0000	EMPLOYER SHARE I.M.R.F.	$ 82,559	$ 82,559	$ 16,584.31	$ -	$ 65,974.25	20%	80%
4000	5820	51030-0000	EMPLOYER SHARE SOCIAL SECURITY	$ 76,834	$ 76,834	$ 14,447.96	$ -	$ 62,385.74	19%	81%
4000	5820	51040-0000	EMPLOYEE MED & HOSP INSURANCE	$ 220,480	$ 220,480	$ 23,721.90	$ -	$ 196,758.47	11%	89%
4000	5820	51050-0000	FLEXIBLE BENEFIT EARNINGS	$ 4,000	$ 4,000	$ 50.00	$ -	$ 3,950.00	1%	99%
4000	5820	52000-0000	FURN/MACH/EQUIP SMALL VALUE	$ 39,000	$ 39,000	$ -	$ -	$ 39,000.00	0%	100%
4000	5820	52100-0000	I.T. EQUIPMENT-SMALL VALUE	$ 77,500	$ 77,500	$ 2,381.13	$ 60,176.84	$ 14,942.03	3%	19%
4000	5820	52200-0000	OPERATING SUPPLIES & MATERIALS	$ 2,000	$ 2,000	$ 381.43	$ -	$ 1,618.57	19%	81%
4000	5820	52210-0000	FOOD AND BEVERAGE	$ 750	$ 750	$ 68.96	$ -	$ 681.04	9%	91%
4000	5820	52250-0000	AUTO/MACHINERY EQUIPMENT/PARTS	$ 153,819	$ 153,819	$ 9,083.74	$ 125,946.00	$ 18,789.14	6%	12%
4000	5820	52260-0000	FUEL & LUBRICANTS	$ 2,500	$ 2,500	$ -	$ -	$ 2,500.00	0%	100%
4000	5820	52270-0000	MAINTENANCE SUPPLIES	$ 2,000	$ 2,000	$ -	$ -	$ 2,000.00	0%	100%
4000	5820	52280-0000	CLEANING SUPPLIES	$ 500	$ 500	$ -	$ -	$ 500.00	0%	100%
4000	5820	53000-0000	AUDITING & ACCOUNTING SERVICES	$ 108,800	$ 108,800	$ -	$ 31,800.00	$ 77,000.00	0%	71%
4000	5820	53030-0000	LEGAL SERVICES	$ 60,000	$ 60,000	$ -	$ -	$ 60,000.00	0%	100%
4000	5820	53040-0000	INTERPRETER SERVICES	$ 24,000	$ 24,000	$ 2,357.48	$ 18,442.52	$ 3,200.00	10%	13%
4000	5820	53090-0000	TECHNICAL/PROFESSIONAL SERVICES	$ 102,000	$ 102,000	$ -	$ 46,800.00	$ 55,200.00	0%	54%
4000	5820	53130-0000	PUBLIC LIABILITY INSURANCE	$ 122,813	$ 122,813	$ 65,385.00	$ -	$ 57,427.53	53%	47%
4000	5820	53200-0000	NATURAL GAS	$ 3,700	$ 3,700	$ -	$ -	$ 3,700.00	0%	100%
4000	5820	53210-0000	ELECTRICITY	$ 25,000	$ 25,000	$ 2,186.39	$ -	$ 22,813.61	9%	91%
4000	5820	53220-0000	WATER & SEWER	$ 500	$ 500	$ -	$ -	$ 500.00	0%	100%
4000	5820	53250-0000	WIRED COMMUNICATION SERVICES	$ 1,247,387	$ 1,247,387	$ 117,994.63	$ 1,052,755.77	$ 76,636.20	9%	6%
4000	5820	53260-0000	WIRELESS COMMUNICATION SVC	$ 1,815,152	$ 1,815,152	$ 255,111.83	$ 1,375,965.76	$ 184,074.41	14%	10%
4000	5820	53300-0000	REPAIR & MTCE FACILITIES	$ 45,000	$ 45,000	$ -	$ -	$ 45,000.00	0%	100%
4000	5820	53310-0000	REPAIR MAINT INFRASTRUCTURE	$ 50,000	$ 50,000	$ -	$ -	$ 50,000.00	0%	100%
4000	5820	53370-0000	REPAIR & MTCE OTHER EQUIPMENT	$ 647,861	$ 647,861	$ -	$ 20,159.88	$ 627,701.10	0%	97%
4000	5820	53400-0000	RENTAL OF OFFICE SPACE	$ 20,580	$ 20,580	$ -	$ -	$ 20,580.00	0%	100%
4000	5800	53410-0000	RENTAL OF MACHINERY & EQUIPMENT	$ 19,605	$ 19,605	$ 2,507.94	$ 7,770.31	$ 9,326.75	13%	48%
4000	5820	53500-0000	MILEAGE EXPENSE	$ 2,000	$ 2,000	$ -	$ -	$ 2,000.00	0%	100%
4000	5820	53510-0000	TRAVEL EXPENSE	$ 100,000	$ 100,000	$ -	$ -	$ 100,000.00	0%	100%
4000	5820	53600-0000	DUES & MEMBERSHIPS	$ 1,508	$ 1,508	$ 669.00	$ -	$ 839.00	44%	56%
4000	5820	53610-0000	INSTRUCTION & SCHOOLING	$ 110,000	$ 110,000	$ -	$ 24,000.00	$ 86,000.00	0%	78%
4000	5820	53800-0000	PRINTING	$ 5,000	$ 5,000	$ 158.00	$ -	$ 4,842.00	3%	97%
4000	5820	53801-0000	ADVERTISING	$ 3,000	$ 3,000	$ 41.40	$ -	$ 2,958.60	1%	99%
4000	5820	53803-0000	MISCELLANEOUS MEETING EXPENSE	$ 1,500	$ 1,500	$ -	$ -	$ 1,500.00	0%	100%
4000	5820	53804-0000	POSTAGE & POSTAL CHARGES	$ 3,000	$ 3,000	$ 309.57	$ -	$ 2,690.43	10%	90%
4000	5820	53805-0000	OTHER TRANSPORTATION CHARGES	$ 1,000	$ 1,000	$ -	$ -	$ 1,000.00	0%	100%
4000	5820	53806-0000	SOFTWARE LICENSES (revised)	$ 2,814,445	$ 2,814,445	$ 320,825.56	$ 2,114,879.79	$ 378,739.33	11%	13%
4000	5820	53807-0000	SOFTWARE MAINT AGREEMENTS (revised)	$ 989,709	$ 989,709	$ 183,828.39	$ 259,641.24	$ 546,239.62	19%	55%
4000	5820	53808-0000	STATUTORY & FISCAL CHARGES	$ -	$ -	$ -	$ -	$ -		
4000	5820	53810-0000	CUSTODIAL SERVICES	$ 53,000	$ 53,000	$ 20,000.00	$ 20,000.00	$ 13,000.00	38%	25%
4000	5820	53830-0000	OTHER CONTRACTUAL EXPENSES	$ 3,705,085	$ 3,705,085	$ 520,375.00	$ 385,054.00	$ 2,799,656.00	14%	76%
4000	5820	54100-0000	IT EQUIPMENT	$ 43,160	$ 43,160	$ 43,160.00	$ -	$ -	100%	0%
4000	5820	54107-0000	SOFTWARE (new)	$ 29,000	$ 30,000	$ 14,681.50	$ 14,681.50	$ 637.00		
4000	5820	54110-0000	EQUIPMENT AND MACHINERY	$ 730,572	$ 7,380,972	$ 6,651,399.48	$ -	$ 729,572.29	90%	10%
			Total	$ 14,574,205	$ 21,225,605		$ 5,558,074	$ 7,194,910	0%	34%
EXPENDITURES FOR PERIOD:			**March 13, 2024**			**$ 708,626.28**	**Internal Transfer:**			

COMP	AU	Account	Description	ANNUAL APPROPRIATION	ACTUAL BUDGET	YEAR TO DATE TRANSFERRED	YEAR TO DATE ENCUMBERED	REMAINING BALANCE	% YTD EXPENDED	% YTD REMAINING
4000	5820	53828-0000	CONTINGENCIES (xfers to Personnel/Contracts/Commodities)	$ 300,000.00	$ 300,000.00	$ -		$ 300,000.00	0%	100%
4000	5820	54199-0000	CAPITAL CONTINGENCY (xfers to Capital)	$ 30,295,369	$ 30,295,369	$ (6,651,400.00)	$ (1,900,000.00)	$ 21,743,969.00	-22%	72%

OFFICE OF THE COUNTY AUDITOR

Bill White, J.D., C.I.A.
DuPage County Auditor

421 N. County Farm Road
Wheaton, Illinois 60187
(630) 407-6075
FAX: (630) 407-6076
www.dupageco.org/auditor

To: Hon. Greg Schwarze, Chairman
DuPage County Emergency Telephone System Board (ETSB)

ETSB Members

From: Bill White, J.D., C.I.A. *WFW*
County Auditor

Subject: Internal Audit of Accounts Payable
#24-12

Date: March 6, 2024

The Office of the County Auditor has completed a limited scope internal audit of the transaction processing of ETSB invoices submitted for payment. The audit identified one exception that required correction by the Finance Department.

All invoices submitted have been reviewed and released for payment by the County Auditor. The results of the audit are presented below.

Results

My Office has performed voucher pre-audit procedures for the invoices submitted for approval by the ETSB at the March 13, 2024, Board Meeting. The invoices listed on the Bank Account Payment History Report dated March 1, 2024, have been examined and are recommended for payment. The total amount of the expenditures is $708,626.28. This amount includes 12 fiscal year 2023 invoices totalling $422,357.97 that will be moved from fiscal year 2024 to fiscal year 2023 by the Finance Department.

- FY2024 Equalization Fund (4000-5820) $708,626.28

One exception was identified by the County Auditor.

An AlphaGraphics Wheaton invoice for printing business cards in the amount of $39.50 was entered by the Finance Department into the MHC system without the General Ledger distribution information. The invoice was disapproved by the County Auditor on February 23, 2024. The Finance Department entered the missing information and resubmitted the invoice to the County Auditor for approval

that same day. The County Auditor recommended the invoice for payment on February 26, 2024.

Objective

The County Auditor will perform a series of procedures designed to evaluate the internal controls involved in the processing of transactions in the accounts payable system. The actual procedures performed will depend upon the County Auditor's assessment of risks associated with the transactions.

Background/Audit Scope

Invoices and the related supporting documentation are initially prepared and submitted for payment processing by County departments to the centralized accounts payable function administered by the Finance Department.

The County Auditor performs audit procedures on the payment documentation after the information has been entered into the accounts payable system by the Finance Department. These procedures include reviewing the scanned images of the invoice and supporting documentation and comparing it to the information entered into the system. Significant discrepancies noted between the supporting documentation and the information recorded in the system are identified by the County Auditor as exceptions. In these situations, the County Auditor notifies the Finance Department of the problem. When the discrepancies are resolved, the County Auditor approves the invoice.

A Bank Account Payment History Report is generated by the Finance Department after the invoices have been approved and the County Auditor verifies that each of the recommended payments was properly posted to the County's General Ledger.

Audit Findings and Recommendations

The County Auditor audited 30 invoices submitted for payment, one exception was identified.

The Finance Department should verify the completeness and accuracy of invoices entered into the ERP and MHC systems prior to forwarding to the County Auditor for review and payment recommendation.

The ETSB should continue to regularly review available ERP reports and real-time transaction information to monitor the progress of invoices submitted for payment to preclude the potential for incorrect payments.

Thank you for your continued assistance.

cc: Linda Zerwin, Executive Director
Jeff Martynowicz, Chief Financial Officer

AP255 Date: 03/01/24 JOB SUBMISSION PARAMETERS
Time: 11:40

User Name: DP\FNDMD
Job Name: AP255-4000
Step Nbr: 1

Pay Group: 4000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 030124 - 030124
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 03/01/24 thru 03/01/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530987 Payment Date 03/01/24		Vendor 20971			VOIANCE LANGUAGE SERVICES, LLC		Status Issued		
20971	2024008475	IX 102			03/01/24		2,357.48	0.00	2,357.48
		*** Payment Total					2,357.48	0.00	2,357.48
		*** Payment Code ACH Total					2,357.48	0.00	2,357.48
		Payment Count					1		

Payment Date Range 03/01/24 thru 03/01/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1187847 Payment Date 03/01/24		Vendor 10671	ALPHAGRAPHICS					Status Issued	
10671	176655		IX	102	02/22/24		39.50	0.00	39.50
10671	176766		IX	102	02/28/24		118.50	0.00	118.50
		*** Payment Total					158.00	0.00	158.00
Payment Number 1187848 Payment Date 03/01/24		Vendor 10008	AT&T					Status Issued	
10008	630665711302 2024		IX	102	03/05/24		999.76	0.00	999.76
		*** Payment Total					999.76	0.00	999.76
Payment Number 1187849 Payment Date 03/01/24		Vendor 10008	AT&T					Status Issued	
10008	S667122122-24021		IX	102	02/20/24		1,007.07	0.00	1,007.07
		*** Payment Total					1,007.07	0.00	1,007.07
Payment Number 1187850 Payment Date 03/01/24		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287316512139X02082024		IX	102	03/01/24		415.54	0.00	415.54
		*** Payment Total					415.54	0.00	415.54
Payment Number 1187851 Payment Date 03/01/24		Vendor 10216	CANON FINANCIAL SERVICES INC					Status Issued	
10216	32081383		IX	102	03/11/24		616.25	0.00	616.25
		*** Payment Total					616.25	0.00	616.25
Payment Number 1187852 Payment Date 03/01/24		Vendor 10216	CANON SOLUTIONS AMERICA INC					Status Issued	
10216	6006995153		IX	102	03/02/24		266.13	0.00	266.13
		*** Payment Total					266.13	0.00	266.13
Payment Number 1187853 Payment Date 03/01/24		Vendor 10023	COM ED					Status Issued	
10023	8613500000 012224		IX	102	02/21/24		180.42	0.00	180.42
		*** Payment Total					180.42	0.00	180.42
Payment Number 1187854 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	161850120		IX	102	01/14/23		35,524.33	0.00	35,524.33
		*** Payment Total					35,524.33	0.00	35,524.33
Payment Number 1187855 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	164082330		IX	102	02/14/23		35,166.95	0.00	35,166.95
		*** Payment Total					35,166.95	0.00	35,166.95
Payment Number 1187856 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	166328319		IX	102	03/17/23		35,166.95	0.00	35,166.95
		*** Payment Total					35,166.95	0.00	35,166.95
Payment Number 1187857 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	168591572		IX	102	04/14/23		35,166.95	0.00	35,166.95
		*** Payment Total					35,166.95	0.00	35,166.95
Payment Number 1187858 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	170918355		IX	102	05/15/23		35,166.62	0.00	35,166.62
		*** Payment Total					35,166.62	0.00	35,166.62

Payment Date Range 03/01/24 thru 03/01/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1187859 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	173221411		IX	102	06/14/23		36,753.27	0.00	36,753.27
		*** Payment Total					36,753.27	0.00	36,753.27
Payment Number 1187860 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	175545671		IX	102	07/15/23		33,562.18	0.00	33,562.18
		*** Payment Total					33,562.18	0.00	33,562.18
Payment Number 1187861 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	177888303		IX	102	08/14/23		35,179.64	0.00	35,179.64
		*** Payment Total					35,179.64	0.00	35,179.64
Payment Number 1187862 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	180246832		IX	102	09/14/23		35,139.86	0.00	35,139.86
		*** Payment Total					35,139.86	0.00	35,139.86
Payment Number 1187863 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	182626590		IX	102	10/15/23		35,173.94	0.00	35,173.94
		*** Payment Total					35,173.94	0.00	35,173.94
Payment Number 1187864 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	185027767		IX	102	11/14/23		35,178.64	0.00	35,178.64
		*** Payment Total					35,178.64	0.00	35,178.64
Payment Number 1187865 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	187448279		IX	102	12/15/23		35,178.64	0.00	35,178.64
		*** Payment Total					35,178.64	0.00	35,178.64
Payment Number 1187866 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	189870364		IX	102	01/14/24		35,345.01	0.00	35,345.01
		*** Payment Total					35,345.01	0.00	35,345.01
Payment Number 1187867 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	192306946		IX	102	02/14/24		35,184.60	0.00	35,184.60
		*** Payment Total					35,184.60	0.00	35,184.60
Payment Number 1187868 Payment Date 03/01/24		Vendor 12382	COMCAST					Status Issued	
12382	194757675		IX	102	03/16/24		37,194.94	0.00	37,194.94
		*** Payment Total					37,194.94	0.00	37,194.94
Payment Number 1187869 Payment Date 03/01/24		Vendor 11196	FEDEX					Status Issued	
11196	8-393-83649		IX	102	03/01/24		7.32	0.00	7.32
		*** Payment Total					7.32	0.00	7.32
Payment Number 1187870 Payment Date 03/01/24		Vendor 10115	MOTOROLA SOLUTIONS - STARCOM21					Status Issued	
10115	8140020240102		IX	102	03/02/24		119,129.00	0.00	119,129.00
10115	8140320240102		IX	102	03/02/24		15,232.00	0.00	15,232.00
		*** Payment Total					134,361.00	0.00	134,361.00

Payment Date Range 03/01/24 thru 03/01/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1187871 Payment Date 03/01/24		Vendor 10115	MOTOROLA SOLUTIONS INC				Status Issued		
10115	1187115196		IX	102	02/07/24		37,486.77	0.00	37,486.77
		*** Payment Total					37,486.77	0.00	37,486.77
Payment Number 1187872 Payment Date 03/01/24		Vendor 11201	UNITED STATES POSTAL SERVICE				Status Issued		
11201	34855593 123123 ETSB		IX	102	01/30/24		255.90	0.00	255.90
		*** Payment Total					255.90	0.00	255.90
Payment Number 1187873 Payment Date 03/01/24		Vendor 10597	VERIZON				Status Issued		
10597	9954734017		IX	102	02/19/24		432.12	0.00	432.12
		*** Payment Total					432.12	0.00	432.12
		*** Payment Code CHK Total					706,268.80	0.00	706,268.80
		Payment Count					27		
		*** Cash Code 1414 Total					708,626.28	0.00	708,626.28
		Payment Count					28		
		*** Pay Group 4000 USD Total					708,626.28	0.00	708,626.28
		Payment Count					28		

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-CO-0006-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.B.1.

RESOLUTION APPROVING CHANGE ORDER #3 TO COMCAST HOLDINGS CORPORATION DBA COMCAST BUSINESS COMMUNICATIONS, LLC TO RECONCILE LINK AGGREGATION AND UPDATE THE TAX JURISDICTION WITHIN CONTRACT PO 922043/6145-1
(NON-MONETARY CHANGE ORDER)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for the citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Comcast Holdings Corporation dba Comcast Business Communications, LLC Change Order #3, PO 922043/6145-1 to reconcile Link Aggregation (LAG) and update the tax jurisdiction from Interstate to Intrastate within the contract. This is a non-monetary change order.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Change Order #3 to Comcast Business Communications, LLC PO 922043/6145-1, dated February 21, 2024, covering said, the reconciliation of Link Aggregation and update of the tax jurisdiction within the contract, be, and is hereby approved by the DU PAGE ETSB.

Enacted and approved this 13th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Feb 20, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 922043/6145-1	**Original Purchase Order Date:** Dec 23, 2022	**Change Order #:** 3	**Department:** ETSB
Vendor Name: Comcast Holdings Corporation dba Comcast Business Communications LLC		**Vendor #:** 12382	**Dept Contact:** Eve Kraus
Background and/or Reason for Change Order Request:	Request for Change Order #3 to Comcast Holdings Corporation dba Comcast Business Communications LLC to reconcile Link Aggregration (LAG) and update the tax jurisdiction from Interstate to Intrastate within the contract. There is no monetary change being made to this contract.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☒ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting contract value	$1,737,600.00
B	Net $ change for previous Change Orders	$0.00
C	Current contract amount (A + B)	$1,737,600.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	$0.00
E	New contract amount (C + D)	$1,737,600.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____
- ☒ OTHER - explain below:

Memorialize the addition of LAG and change the tax jurisdiction from Interstate to Intrastate within the contract.

MT	630-550-7743	Feb 20, 2024	LMZ	630-878-2509	Feb 20, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date: 2-26-2024
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 21, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 922043

Requesting Department:	ETSB	Department Contact:	Eve Kraus
Contact Email:	etsb911@dupagecounty.gov	Contact Phone:	630-550-7743
Vendor Name:	Comcast Holdings Corporation dba Comcast B	Vendor #:	12383

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Request for Change Order #3 to Comcast Holdings Corporation dba Comcast Business Communications LLC to reconcile Link Aggregration (LAG) and update the tax jurisdiction from Interstate to Intrastate within the contract. This is an administrative change order to reflect the corrections in the rate charges.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The renewal of existing services on the fiber network connecting the 9-1-1 network was approved by the ETS Board on November 9, 2022. This change order is being executed to document that LAG was added to the circuit and to adjust the language in the contract to reflect that the circuits do not extend beyond the state (amending the language from Interstate to Intrastate tax jurisdiction).

Strategic Impact

Financial Planning

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

The renewal of fiber network services was approved by the ETS Board on November 9, 2022. This change order will allow for the payment of previous monthly invoices and to memorialize services within the contract.

Source Selection/Vetting Information - Describe method used to select source.

This is a change order to the original contract, therefore, no vetting is required.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Approve Change Order #3 to incorporate LAG and adjust the tax jurisdiction into the contract for auditing and accounting of contractual obligations.
2. Deny Change Order #3 and the contract will not be adjusted to reflect these adjustments and true up the account to the most current billing month.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

This is is a true up of the contract that has been in dispute since December 2022. The disputes have been resolved and the payment of the invoices have been approved by the Auditor's office this change order. The rate charges have been reconciled and fall within the contract dollar amounts that have been budgeted.

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: IL-8162902-mazad | SO ID#: IL-8162902-mazad-25670347 | Account Name: DuPage County - Emergency Telephone System

CUSTOMER INFORMATION (for notices)

Primary Contact:	Matt Theusch
Title:	Deputy Director
Address 1:	421 North County Farm Rd.
Address 2:	
City:	Wheaton
State:	IL
Zip:	60187
Phone:	630-550-7743
Cell:	
Fax:	
Email:	matthew.theusch@dupageco.org

Billing Account Name	DuPage County Emergency Telephone System Board
Billing Name (3rd Party Accounts)	
Billing Contact:	9-1-1 Coordinator
Title:	9-1-1 Coordinator
Phone:	630-550-7743
Cell:	
Fax:	
Email:	etsb911@dupageco.org

INVOICE ADDRESS

Address 1:	421 N. Couty Farm Rd.
Address 2:	
City:	Whaeton
State:	IL
Zip Code:	60187
Tax Exempt:	Yes

* If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 42

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$3,600.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$3,600.00**
Change Monthly Recurring Charges:	$0.00
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$0.00**
Total Monthly Recurring Charges:	$3,600.00
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$3,600.00**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Change Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Total Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Trunk Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Equipment Fee Monthly Recurring Charges (All Services)	**$0.00**

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep: Erica Zaspal
Name:	Name:	Sales Rep E-Mail: erica_zaspal@comcast.com
Title:	Title:	Region: Chicago
Date:	Date:	Division:

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: DuPage County - Emergency Telephone System Board **Date:** 1/3/2024

MSA ID#: IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25670347

Short Description of Service:

Service Term: 42 MONTHS

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Change	Remove	EDI - Network Interface - Gig E	Port	DuPage ETSB_420 N County Farm	-	Interstate	1	$0.00	$0.00
002	Change	Remove	EDI - Bandwidth	1000 Mbps	DuPage ETSB_420 N County Farm	-	Interstate	1	($1,800.00)	$0.00
003	Change	Remove	EDI - Network Interface - Gig E	Port	DuPage County ETSB_1471 W Jef	-	Interstate	1	$0.00	$0.00
004	Change	Remove	EDI - Bandwidth	1000 Mbps	DuPage County ETSB_1471 W Jef	-	Interstate	1	($1,800.00)	$0.00
005	-	-			-	-			$0.00	$0.00
006	Change	Add	EDI - Network Interface - Gig E	Port	DuPage ETSB_420 N County Farm	-	Interstate	1	$0.00	$0.00
007	Change	Add	EDI - Network Interface - Gig E	Port	DuPage ETSB_420 N County Farm	-	Interstate	1	$0.00	$0.00
008	Change	Add	EDI - Bandwidth	1000 Mbps	DuPage ETSB_420 N County Farm	-	Interstate	1	$1,800.00	$0.00
009	-	-			-	-			$0.00	$0.00
010	Change	Add	EDI - Network Interface - Gig E	Port	DuPage County ETSB_1471 W Jef	-	Interstate	1	$0.00	$0.00
011	Change	Add	EDI - Network Interface - Gig E	Port	DuPage County ETSB_1471 W Jef	-	Interstate	1	$0.00	$0.00
012	Change	Add	EDI - Bandwidth	1000 Mbps	DuPage County ETSB_1471 W Jef	-	Interstate	1	$1,800.00	$0.00
013	-	-			-	-			$0.00	$0.00
014	-	-			-	-			$0.00	$0.00
015	-	-			-	-			$0.00	$0.00
016	-	-			-	-			$0.00	$0.00
017	-	-			-	-			$0.00	$0.00
018	-	-			-	-			$0.00	$0.00
019	-	-			-	-			$0.00	$0.00
020	-	-			-	-			$0.00	$0.00
021	-	-			-	-			$0.00	$0.00
022	-	-			-	-			$0.00	$0.00
023	-	-			-	-			$0.00	$0.00
024	-	-			-	-			$0.00	$0.00
025	-	-			-	-			$0.00	$0.00
026	-	-			-	-			$0.00	$0.00
027	-	-			-	-			$0.00	$0.00
028	-	-			-	-			$0.00	$0.00
029	-	-			-	-			$0.00	$0.00
030	-	-			-	-			$0.00	$0.00
031	-	-			-	-			$0.00	$0.00
032	-	-			-	-			$0.00	$0.00
033	-	-			-	-			$0.00	$0.00
034	-	-			-	-			$0.00	$0.00
035	-	-			-	-			$0.00	$0.00
036	-	-			-	-			$0.00	$0.00
037	-	-			-	-			$0.00	$0.00
038	-	-			-	-			$0.00	$0.00
039	-	-			-	-			$0.00	$0.00
040	-	-			-	-			$0.00	$0.00
041	-	-			-	-			$0.00	$0.00
042	-	-			-	-			$0.00	$0.00
043	-	-			-	-			$0.00	$0.00
044	-	-			-	-			$0.00	$0.00
045	-	-			-	-			$0.00	$0.00
046	-	-			-	-			$0.00	$0.00
047	-	-			-	-			$0.00	$0.00
048	-	-			-	-			$0.00	$0.00
049	-	-			-	-			$0.00	$0.00
050	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: DuPage County - Emergency Telephone System Board **Date:** 1/3/2024

MSA ID#: IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25670347

PAGE 3 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges Monthly	Solution Charges One-Time
051	-	-			-	-			$0.00	$0.00
052	-	-			-	-			$0.00	$0.00
053	-	-			-	-			$0.00	$0.00
054	-	-			-	-			$0.00	$0.00
055	-	-			-	-			$0.00	$0.00
056	-	-			-	-			$0.00	$0.00
057	-	-			-	-			$0.00	$0.00
058	-	-			-	-			$0.00	$0.00
059	-	-			-	-			$0.00	$0.00
060	-	-			-	-			$0.00	$0.00
061	-	-			-	-			$0.00	$0.00
062	-	-			-	-			$0.00	$0.00
063	-	-			-	-			$0.00	$0.00
064	-	-			-	-			$0.00	$0.00
065	-	-			-	-			$0.00	$0.00
066	-	-			-	-			$0.00	$0.00
067	-	-			-	-			$0.00	$0.00
068	-	-			-	-			$0.00	$0.00
069	-	-			-	-			$0.00	$0.00
070	-	-			-	-			$0.00	$0.00
071	-	-			-	-			$0.00	$0.00
072	-	-			-	-			$0.00	$0.00
073	-	-			-	-			$0.00	$0.00
074	-	-			-	-			$0.00	$0.00
075	-	-			-	-			$0.00	$0.00
076	-	-			-	-			$0.00	$0.00
077	-	-			-	-			$0.00	$0.00
078	-	-			-	-			$0.00	$0.00
079	-	-			-	-			$0.00	$0.00
080	-	-			-	-			$0.00	$0.00
081	-	-			-	-			$0.00	$0.00
082	-	-			-	-			$0.00	$0.00
083	-	-			-	-			$0.00	$0.00
084	-	-			-	-			$0.00	$0.00
085	-	-			-	-			$0.00	$0.00
086	-	-			-	-			$0.00	$0.00
087	-	-			-	-			$0.00	$0.00
088	-	-			-	-			$0.00	$0.00
089	-	-			-	-			$0.00	$0.00
090	-	-			-	-			$0.00	$0.00
091	-	-			-	-			$0.00	$0.00
092	-	-			-	-			$0.00	$0.00
093	-	-			-	-			$0.00	$0.00
094	-	-			-	-			$0.00	$0.00
095	-	-			-	-			$0.00	$0.00
096	-	-			-	-			$0.00	$0.00
097	-	-			-	-			$0.00	$0.00
098	-	-			-	-			$0.00	$0.00
099	-	-			-	-			$0.00	$0.00
100	-	-			-	-			$0.00	$0.00
101	-	-			-	-			$0.00	$0.00
102	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: DuPage County - Emergency Telephone System Board **Date:** 1/3/2024

MSA ID#: IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25670347

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges Monthly	Solution Charges One-Time
103	-	-			-	-			$0.00	$0.00
104	-	-			-	-			$0.00	$0.00
105	-	-			-	-			$0.00	$0.00
106	-	-			-	-			$0.00	$0.00
107	-	-			-	-			$0.00	$0.00
108	-	-			-	-			$0.00	$0.00
109	-	-			-	-			$0.00	$0.00
110	-	-			-	-			$0.00	$0.00
111	-	-			-	-			$0.00	$0.00
112	-	-			-	-			$0.00	$0.00
113	-	-			-	-			$0.00	$0.00
114	-	-			-	-			$0.00	$0.00
115	-	-			-	-			$0.00	$0.00
116	-	-			-	-			$0.00	$0.00
117	-	-			-	-			$0.00	$0.00
118	-	-			-	-			$0.00	$0.00
119	-	-			-	-			$0.00	$0.00
120	-	-			-	-			$0.00	$0.00
121	-	-			-	-			$0.00	$0.00
122	-	-			-	-			$0.00	$0.00
123	-	-			-	-			$0.00	$0.00
124	-	-			-	-			$0.00	$0.00
125	-	-			-	-			$0.00	$0.00
126	-	-			-	-			$0.00	$0.00
127	-	-			-	-			$0.00	$0.00
128	-	-			-	-			$0.00	$0.00
129	-	-			-	-			$0.00	$0.00
130	-	-			-	-			$0.00	$0.00
131	-	-			-	-			$0.00	$0.00
132	-	-			-	-			$0.00	$0.00
133	-	-			-	-			$0.00	$0.00
134	-	-			-	-			$0.00	$0.00
135	-	-			-	-			$0.00	$0.00
136	-	-			-	-			$0.00	$0.00
137	-	-			-	-			$0.00	$0.00
138	-	-			-	-			$0.00	$0.00
139	-	-			-	-			$0.00	$0.00
140	-	-			-	-			$0.00	$0.00
141	-	-			-	-			$0.00	$0.00
142	-	-			-	-			$0.00	$0.00
143	-	-			-	-			$0.00	$0.00
144	-	-			-	-			$0.00	$0.00
145	-	-			-	-			$0.00	$0.00
146	-	-			-	-			$0.00	$0.00
147	-	-			-	-			$0.00	$0.00
148	-	-			-	-			$0.00	$0.00
149	-	-			-	-			$0.00	$0.00
150	-	-			-	-			$0.00	$0.00
151	-	-			-	-			$0.00	$0.00
152	-	-			-	-			$0.00	$0.00
153	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 1/3/2024 **MSA ID#:** IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25670347 **Account Name:** DuPage County - Emergency Telephone System Boar

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	DuPage ETSB_420 N County	420 N. County Farm Rd.	Path A	Wheaton	IL	60187	$0.00	Matthew Theusch	630-550-7743	matthew.theusch@dupageco.org	
2	DuPage County ETSB_1471	1471 W Jeffery Dr		Addison	IL	60101	$0.00	Matthew Theusch	630-550-7743	matthew.theusch@dupageco.org	
3	-										
4	-										
5	-										
6	-										
7	-										
8	-										
9	-										
10	-										
11	-										
12	-										
13	-										
14	-										
15	-										
16	-										
17	-										
18	-										
19	-										
20	-										
21	-										
22	-										
23	-										
24	-										
25	-										
26	-										
27	-										
28	-										
29	-										
30	-										
31	-										
32	-										
33	-										
34	-										
35	-										
36	-										
37	-										

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 1/3/2024 MSA ID#: IL-8162902-mazad SO ID#: IL-8162902-mazad-25670347 Account Name: DuPage County - Emergency Telephone System Board

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	-										
39	-										
40	-										
41	-										
42	-										
43	-										
44	-										
45	-										
46	-										
47	-										
48	-										
49	-										
50	-										
51	-										
52	-										
53	-										
54	-										
55	-										
56	-										
57	-										
58	-										
59	-										
60	-										
61	-										
62	-										
63	-										
64	-										
65	-										
66	-										
67	-										
68	-										
69	-										
70	-										
71	-										
72	-										
73	-										
74	-										
75	-										
76	-										
77	-										
78	-										
79	-										
80	-										

COMCAST BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 1/3/2024 MSA ID#: IL-8162902-mazad SO ID#: IL-8162902-mazad-25670347 Account Name: DuPage County - Emergency Telephone System Board

Service Term: 42 MONTHS

																										Solution Charges		
Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
24																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
27																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
28																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
29																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
31																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
32																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
33																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
35																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
36																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
																							Page 7 Total:		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: IL-8162902-mazad | SO ID#: IL-8162902-mazad-25804464 | Account Name: DuPage County - Emergency Telephone System

CUSTOMER INFORMATION (for notices)

Primary Contact:	Matt Theusch
Title:	Deputy Director
Address 1:	421 North County Farm Rd.
Address 2:	
City:	Wheaton
State:	IL
Zip:	60187
Phone:	630-550-7743
Cell:	
Fax:	
Email:	matthew.theusch@dupageco.org

Billing Account Name	DuPage County Emergency Telephone System Board
Billing Name (3rd Party Accounts)	
Billing Contact:	9-1-1 Coordinator
Title:	9-1-1 Coordinator
Phone:	630-550-7743
Cell:	
Fax:	
Email:	etsb911@dupageco.org

INVOICE ADDRESS

Address 1:	421 N. Couty Farm Rd.
Address 2:	
City:	Whaeton
State:	IL
Zip Code:	60187
Tax Exempt:	Yes

* If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): **33**

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$19,982.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$19,982.00**
Change Monthly Recurring Charges:	$0.00
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$0.00**
Total Monthly Recurring Charges:	$19,982.00
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$19,982.00**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Change Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Total Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Trunk Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Equipment Fee Monthly Recurring Charges (All Services)	**$0.00**

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:
Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.
By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep: Erica Zaspal
Name:	Name:	Sales Rep E-Mail: erica_zaspal@comcast.com
Title:	Title:	Region: Chicago
Date:	Date:	Division:

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: DuPage County - Emergency Telephone System Board **Date:** 2/15/2024

MSA ID#: IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25804464

Short Description of Service:

Service Term: 33 MONTHS

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	In Flight	Remove	EDI - Network Interface - Gig E	Port	DuPage County ETSB - Path A / 42	-	Interstate	1	$0.00	$0.00
002	In Flight	Remove	EDI - Bandwidth	1000 Mbps	DuPage County ETSB - Path A / 42	-	Interstate	1	($1,800.00)	$0.00
003	In Flight	Remove	EDI - Network Interface - Gig E	Port	DuPage County - ACDC - Path A /	-	Interstate	1	$0.00	$0.00
004	In Flight	Remove	EDI - Bandwidth	1000 Mbps	DuPage County - ACDC - Path A /	-	Interstate	1	($1,800.00)	$0.00
005	In Flight	Remove	Ethernet Network Interface - 10 Gig	Port	DuPage County ETSB - Path A / 42	-	Intrastate	1	($281.84)	$0.00
006	In Flight	Remove	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County ETSB - Path A / 42	-	Intrastate	1	($2,590.16)	$0.00
007	In Flight	Remove	Ethernet Network Interface - 10 Gig	Port	DuPage County ETSB - Path B / 42	-	Intrastate	1	($281.84)	$0.00
008	In Flight	Remove	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County ETSB - Path B / 42	-	Intrastate	1	($2,590.16)	$0.00
009	In Flight	Remove	Ethernet Network Interface - 10 Gig	Port	DuPage County - ACDC - Path A /	-	Intrastate	1	($281.84)	$0.00
010	In Flight	Remove	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County - ACDC - Path A /	-	Intrastate	1	($2,590.16)	$0.00
011	In Flight	Remove	Ethernet Network Interface - 10 Gig	Port	DuPage County - ACDC - Path B /	-	Intrastate	1	($281.84)	$0.00
012	In Flight	Remove	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County - ACDC - Path B /	-	Intrastate	1	($2,590.16)	$0.00
013	In Flight	Remove	Ethernet Network Interface - 10 Gig	Port	DuPage County - Sheriff's Office Pa	-	Intrastate	1	($281.84)	$0.00
014	In Flight	Remove	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County - Sheriff's Office Pa	-	Intrastate	1	($2,590.16)	$0.00
015	In Flight	Remove	Ethernet Network Interface - 10 Gig	Port	DuPage County - Sheriff's Office Pa	-	Intrastate	1	($791.39)	$0.00
016	In Flight	Remove	ENS - Premium Network Bandwidth	1000 Mbps	DuPage County - Sheriff's Office Pa	-	Intrastate	1	($1,230.61)	$0.00
017	-	-			-	-			$0.00	$0.00
018	In Flight	Add	EDI - Network Interface - Gig E	Port	DuPage County ETSB - Path A / 42	-	Interstate	1	$0.00	$0.00
019	In Flight	Add	EDI - Bandwidth	1000 Mbps	DuPage County ETSB - Path A / 42	-	Interstate	1	$1,800.00	$0.00
020	In Flight	Add	EDI - Network Interface - Gig E	Port	DuPage County - ACDC - Path A /	-	Interstate	1	$0.00	$0.00
021	In Flight	Add	EDI - Bandwidth	1000 Mbps	DuPage County - ACDC - Path A /	-	Interstate	1	$1,800.00	$0.00
022	In Flight	Add	Ethernet Network Interface - 10 Gig	Port	DuPage County ETSB - Path A / 42	-	Intrastate	1	$281.84	$0.00
023	In Flight	Add	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County ETSB - Path A / 42	-	Intrastate	1	$2,590.16	$0.00
024	In Flight	Add	Ethernet Network Interface - 10 Gig	Port	DuPage County ETSB - Path B / 42	-	Intrastate	1	$281.84	$0.00
025	In Flight	Add	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County ETSB - Path B / 42	-	Intrastate	1	$2,590.16	$0.00
026	In Flight	Add	Ethernet Network Interface - 10 Gig	Port	DuPage County - ACDC - Path A /	-	Intrastate	1	$281.84	$0.00
027	In Flight	Add	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County - ACDC - Path A /	-	Intrastate	1	$2,590.16	$0.00
028	In Flight	Add	Ethernet Network Interface - 10 Gig	Port	DuPage County - ACDC - Path B /	-	Intrastate	1	$281.84	$0.00
029	In Flight	Add	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County - ACDC - Path B /	-	Intrastate	1	$2,590.16	$0.00
030	In Flight	Add	Ethernet Network Interface - 10 Gig	Port	DuPage County - Sheriff's Office Pa	-	Intrastate	1	$281.84	$0.00
031	In Flight	Add	ENS - Premium Network Bandwidth	10000 Mbps	DuPage County - Sheriff's Office Pa	-	Intrastate	1	$2,590.16	$0.00
032	In Flight	Add	Ethernet Network Interface - 10 Gig	Port	DuPage County - Sheriff's Office Pa	-	Intrastate	1	$791.39	$0.00
033	In Flight	Add	ENS - Premium Network Bandwidth	1000 Mbps	DuPage County - Sheriff's Office Pa	-	Intrastate	1	$1,230.61	$0.00
034	-	-			-	-			$0.00	$0.00
035	-	-			-	-			$0.00	$0.00
036	-	-			-	-			$0.00	$0.00
037	-	-			-	-			$0.00	$0.00
038	-	-			-	-			$0.00	$0.00
039	-	-			-	-			$0.00	$0.00
040	-	-			-	-			$0.00	$0.00
041	-	-			-	-			$0.00	$0.00
042	-	-			-	-			$0.00	$0.00
043	-	-			-	-			$0.00	$0.00
044	-	-			-	-			$0.00	$0.00
045	-	-			-	-			$0.00	$0.00
046	-	-			-	-			$0.00	$0.00
047	-	-			-	-			$0.00	$0.00
048	-	-			-	-			$0.00	$0.00
049	-	-			-	-			$0.00	$0.00
050	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: DuPage County - Emergency Telephone System Board **Date:** 2/15/2024

MSA ID#: IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25804464

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges Monthly	Solution Charges One-Time
051	-	-			-	-			$0.00	$0.00
052	-	-			-	-			$0.00	$0.00
053	-	-			-	-			$0.00	$0.00
054	-	-			-	-			$0.00	$0.00
055	-	-			-	-			$0.00	$0.00
056	-	-			-	-			$0.00	$0.00
057	-	-			-	-			$0.00	$0.00
058	-	-			-	-			$0.00	$0.00
059	-	-			-	-			$0.00	$0.00
060	-	-			-	-			$0.00	$0.00
061	-	-			-	-			$0.00	$0.00
062	-	-			-	-			$0.00	$0.00
063	-	-			-	-			$0.00	$0.00
064	-	-			-	-			$0.00	$0.00
065	-	-			-	-			$0.00	$0.00
066	-	-			-	-			$0.00	$0.00
067	-	-			-	-			$0.00	$0.00
068	-	-			-	-			$0.00	$0.00
069	-	-			-	-			$0.00	$0.00
070	-	-			-	-			$0.00	$0.00
071	-	-			-	-			$0.00	$0.00
072	-	-			-	-			$0.00	$0.00
073	-	-			-	-			$0.00	$0.00
074	-	-			-	-			$0.00	$0.00
075	-	-			-	-			$0.00	$0.00
076	-	-			-	-			$0.00	$0.00
077	-	-			-	-			$0.00	$0.00
078	-	-			-	-			$0.00	$0.00
079	-	-			-	-			$0.00	$0.00
080	-	-			-	-			$0.00	$0.00
081	-	-			-	-			$0.00	$0.00
082	-	-			-	-			$0.00	$0.00
083	-	-			-	-			$0.00	$0.00
084	-	-			-	-			$0.00	$0.00
085	-	-			-	-			$0.00	$0.00
086	-	-			-	-			$0.00	$0.00
087	-	-			-	-			$0.00	$0.00
088	-	-			-	-			$0.00	$0.00
089	-	-			-	-			$0.00	$0.00
090	-	-			-	-			$0.00	$0.00
091	-	-			-	-			$0.00	$0.00
092	-	-			-	-			$0.00	$0.00
093	-	-			-	-			$0.00	$0.00
094	-	-			-	-			$0.00	$0.00
095	-	-			-	-			$0.00	$0.00
096	-	-			-	-			$0.00	$0.00
097	-	-			-	-			$0.00	$0.00
098	-	-			-	-			$0.00	$0.00
099	-	-			-	-			$0.00	$0.00
100	-	-			-	-			$0.00	$0.00
101	-	-			-	-			$0.00	$0.00
102	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: DuPage County - Emergency Telephone System Board **Date:** 2/15/2024

MSA ID#: IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25804464

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges Monthly	Solution Charges One-Time
103	-	-			-	-			$0.00	$0.00
104	-	-			-	-			$0.00	$0.00
105	-	-			-	-			$0.00	$0.00
106	-	-			-	-			$0.00	$0.00
107	-	-			-	-			$0.00	$0.00
108	-	-			-	-			$0.00	$0.00
109	-	-			-	-			$0.00	$0.00
110	-	-			-	-			$0.00	$0.00
111	-	-			-	-			$0.00	$0.00
112	-	-			-	-			$0.00	$0.00
113	-	-			-	-			$0.00	$0.00
114	-	-			-	-			$0.00	$0.00
115	-	-			-	-			$0.00	$0.00
116	-	-			-	-			$0.00	$0.00
117	-	-			-	-			$0.00	$0.00
118	-	-			-	-			$0.00	$0.00
119	-	-			-	-			$0.00	$0.00
120	-	-			-	-			$0.00	$0.00
121	-	-			-	-			$0.00	$0.00
122	-	-			-	-			$0.00	$0.00
123	-	-			-	-			$0.00	$0.00
124	-	-			-	-			$0.00	$0.00
125	-	-			-	-			$0.00	$0.00
126	-	-			-	-			$0.00	$0.00
127	-	-			-	-			$0.00	$0.00
128	-	-			-	-			$0.00	$0.00
129	-	-			-	-			$0.00	$0.00
130	-	-			-	-			$0.00	$0.00
131	-	-			-	-			$0.00	$0.00
132	-	-			-	-			$0.00	$0.00
133	-	-			-	-			$0.00	$0.00
134	-	-			-	-			$0.00	$0.00
135	-	-			-	-			$0.00	$0.00
136	-	-			-	-			$0.00	$0.00
137	-	-			-	-			$0.00	$0.00
138	-	-			-	-			$0.00	$0.00
139	-	-			-	-			$0.00	$0.00
140	-	-			-	-			$0.00	$0.00
141	-	-			-	-			$0.00	$0.00
142	-	-			-	-			$0.00	$0.00
143	-	-			-	-			$0.00	$0.00
144	-	-			-	-			$0.00	$0.00
145	-	-			-	-			$0.00	$0.00
146	-	-			-	-			$0.00	$0.00
147	-	-			-	-			$0.00	$0.00
148	-	-			-	-			$0.00	$0.00
149	-	-			-	-			$0.00	$0.00
150	-	-			-	-			$0.00	$0.00
151	-	-			-	-			$0.00	$0.00
152	-	-			-	-			$0.00	$0.00
153	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 2/15/2024 **MSA ID#:** IL-8162902-mazad **SO ID#:** IL-8162902-mazad-25804464 **Account Name:** DuPage County - Emergency Telephone System Boar

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	DuPage County ETSB - Path	420 N. County Farm Rd.	Path A	Wheaton	IL	60187	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
2	DuPage County ETSB - Path	420 N. County Farm Rd.	Path B	Wheaton	IL	60187	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
3	DuPage County - Sheriff's Of	501 N. County Farm Rd.	Path A	Wheaton	IL	60187	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
4	DuPage County - Sheriff's Of	501 N. County Farm Rd.	Path B	Wheaton	IL	60187	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
5	DuPage County - ACDC - Pa	1471 W. Jeffrey Rd.	Path A	Addison	IL	60101	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
6	DuPage County - ACDC - Pa	1471 W. Jeffrey Rd.	Path B	Addison	IL	60101	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
7	DuPage County ETSB - 418 I	418 N. County Farm Rd.	Path A	WHeaton	IL	60187	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
8	DuPage County ETSB -418 P	418 N. County Farm Rd.	Path B	Wheaton	IL	60187	$0.00	Matt Theusch	(630) 550-7743	matthew.theusch@dupageco.org	Yes
9	-										
10	-										
11	-										
12	-										
13	-										
14	-										
15	-										
16	-										
17	-										
18	-										
19	-										
20	-										
21	-										
22	-										
23	-										
24	-										
25	-										
26	-										
27	-										
28	-										
29	-										
30	-										
31	-										
32	-										
33	-										
34	-										
35	-										
36	-										
37	-										

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 2/15/2024 MSA ID#: IL-8162902-mazad SO ID#: IL-8162902-mazad-25804464 Account Name: DuPage County - Emergency Telephone System Boar

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	-										
39	-										
40	-										
41	-										
42	-										
43	-										
44	-										
45	-										
46	-										
47	-										
48	-										
49	-										
50	-										
51	-										
52	-										
53	-										
54	-										
55	-										
56	-										
57	-										
58	-										
59	-										
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61	-										
62	-										
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64	-										
65	-										
66	-										
67	-										
68	-										
69	-										
70	-										
71	-										
72	-										
73	-										
74	-										
75	-										
76	-										
77	-										
78	-										
79	-										
80	-										

COMCAST BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 2/15/2024 MSA ID#: IL-8162902-mazad SO ID#: IL-8162902-mazad-25804464 Account Name: DuPage County - Emergency Telephone System Board

Service Term: 33 MONTHS

PAGE 7 of 7

																											Solution Charges		
Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
24																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
27																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
28																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
29																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
31																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
32																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
33																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
35																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
36																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
																							Page 7 Total:		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0018-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.C.1.

AWARDING RESOLUTION TO INSIGHT PUBLIC SECTOR PO 924007 TO PROVIDE 500 GTS H7038IS-LI PORTABLE APX7000XE RADIO BATTERIES UTILIZING THE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) CONTRACT (TOTAL AMOUNT: $65,500.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for the citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Procurement Purchase Order Requisition 924007 to Insight Public Sector to provide 500 GTS H7038IS-LI portable batteries for the APX7000XE fire radios utilizing the OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03) contract. Total amount of $65,500.00.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924007, dated February 22, 2024, covering said, the provisioning of portable radio batteries, be, and is hereby approved by the DU PAGE ETSB to Insight Public Safety, 6820 S. Harl Avenue, Tempe, AZ 85283-4318, for an amount of $65,500.00.

Enacted and approved this 13th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Feb 22, 2024

MinuteTraq (IQM2) ID #: _____

Vendor: Insight Public Sector	**Vendor #:** 10809	**Contract Term:** One time	**Contract Total:** $65,500.00
Dept: ETSB	**Contact:** Eve Kraus	**Phone:** 630-550-7743	**Assigned Committee:** ETSB

Description of Procurement/ Scope of Work/ Background	Recommendation for the approval of a contract to Insight Public Sector PO 924007 to provide 500 GTS H7038IS-LI portable radio batteries for the APX7000XE fire radios utilizing the OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03) contract at a 22.937% discount. Total amount of $65,500.00.
Reason for Procurement	There is a lead time of 4-6 weeks for initial delivery. Batteries for the APX7000XE fire radios continue to be replaced for immediate use in the field to bridge the deployment gap for the new APXNext XN fire radio.

FUNDING SOURCE

☒ Procurement budgeted for (FY and budget code(s)): FY24-25 4000-5820-52250

☐ Budget Transfer (Date) _____ Add'l Information _____

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # _____ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # _____ ☐ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☒ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

☒ Under Government Joint Purchasing Act (30ILCS525) select one below

Other Government Entity: OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03)

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # _____ (include Evaluation Summary if applicable)

☐ RENEWAL OF RFP # _____

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBILE, BID # _____

PREPARED BY AND APPROVAL(S) (Initials Only)

ek	Feb 22, 2024	LMZ	Feb 22, 2024	N/A	
Prepared By	Date	Recommended for Approval	Date	IT Approval, *if required*	Date

REVIEWED BY (Initials Only)

			2-26-2024
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Purchase Requisition
Procurement Services Division

Date: Feb 22, 2024
MinuteTraq (IQM2) ID #:
Department Req #: 924007
RFP, Bid or Quote #:

Send Purchase Order To:			Send Invoices To:		
Vendor: Insight Public Sector	Vendor #: 10809		Dept: ETSB	Division:	
Attn: Bob Erwin	Email: bob.erwin@insight.com		Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov	
Address: 2701 E. Insight Way			Address: 421 N. County Farm Road	Room:	
City: Chandler	State: AZ	Zip: 85286	City: Wheaton	State: IL	Zip:
Phone: 800-467-4448	Fax:		Phone: 630-550-7743	Fax:	
Send Payments To:			**Ship To:**		
Vendor: Insight Public Sector	Vendor #: 10809		Dept: ETSB	Division:	
Attn:	Email:		Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov	
Address: 2701 E. Insight Way			Address: 421 N. County Farm Road	Room:	
City: Chandler	State: AZ	Zip: 85286	City: Wheaton	State: IL	Zip: 60187
Phone:	Fax:		Phone: 630-550-7743	Fax:	

Payment Terms	F.O.B.	PO 20 Delivery Date	Requisitioner
PER 50 ILCS 505/1	Destination	Feb 22, 2024	Eve Kraus

Use for	Contract Administrator	Contract Start Date	Contract End Date	Use for
PO25 only				PO25 only

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Dept #	Acctg Unit	Acct #	Sub-Accts and/or Activity #	Unit Price	Extension
1	500	EA	H7038IS-LI	GTS H7038IS-LI battery Li-Ion	24 25	4000	5820	52250		131.00	65,500.00
2		EA									0.00
3		EA									0.00
4		EA									0.00
5		EA									0.00
										Requisition Total	$ 65,500.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order) **:**

Per OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03).

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order) **:**

User Department Internal Notes (these comments will NOT appear on the Purchase Order) **:**

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 22, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 924007

Requesting Department:	ETSB	Department Contact:	Eve Kraus
Contact Email:	etsb911@dupagecounty.gov	Contact Phone:	630-550-7743
Vendor Name:	Insight Public Sector	Vendor #:	10809

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Recommendation for the approval of a contract to Insight Public Sector PO 924007 to provide 500 GTS H7038IS-LI battery Li-Ion portable radio batteries for the APX7000XE fire radios utilizing the OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03) contract at a 22.937% discount. Total amount of $65,500.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Batteries for the APX7000XE fire radios continue to be replaced for immediate use in the field to bridge the deployment gap for the new APXNext XN fire radio and have become difficult to source.

Strategic Impact

Financial Planning

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

The quote provided by Insight is $1.66 less per battery than the FY23 Bid 23-052-ETSB, which was also awarded and procured through Insight. The per unit cost from the previous contact was $132.66, the new per unit cost is $131.00.

Source Selection/Vetting Information - Describe method used to select source.

County Procurement contacted known vendors to gauge availability of the GTS H7038IS-LI portable radio batteries before an ITB was released. Procurement was unable to locate a vendor with batteries in stock. Insight offered a 4-6 week lead time for sourcing batteries and provided a quote utilizing the OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03) contract at a 22.937% discount.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Approve Purchase Order 924007 to allow for the procurement of batteries for the legacy fire radios.
2. Deny Purchase Order 924007 and the ETSB supply of replacement batteries will be depleted as replacements are requested by agencies in the DEDIR System.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

This is a budgeted expense for FY24-25 in 4000-5820-52250: Auto/Machinery Equipment/Parts which includes batteries in the amount of $80,000.00.

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10002733

DUPAGE COUNTY
421 N COUNTY FARM RD
WHEATON IL 60187-3978

SHIP-TO

DUPAGE COUNTY
421 N COUNTY FARM RD
WHEATON IL 60187-3978

Quotation

Quotation Number	:	0227108003
Document Date	:	08-FEB-2024
PO Number	:	
PO release:	:	
Sales Rep	:	Bob Erwin
Email	:	BOB.ERWIN@INSIGHT.COM
Telephone	:	+14803667058
Sales Rep 2	:	Nicole Olivera
Email	:	NICOLE.OLIVERA@INSIGHT.COM
Telephone	:	+16302957300 X 6866

We deliver according to the following terms:

Payment Terms	:	Net 90 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
H7038IS-LI	GTS H7038IS-LI battery - Li-Ion OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 169.99 Discount: 22.937%	500	131.00	65,500.00

Product Subtotal	65,500.00
TAX	0.00
Total	65,500.00

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

Sincerely,

Bob Erwin
+14803667058
BOB.ERWIN@INSIGHT.COM

Nicole Olivera
+16302957300 X 6866
NICOLE.OLIVERA@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

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

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:

- Flexible service levels from 24/7 to next day
- On-site, advanced exchange, and depot
- Warranty management
- End-of-life support for legacy products
- Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

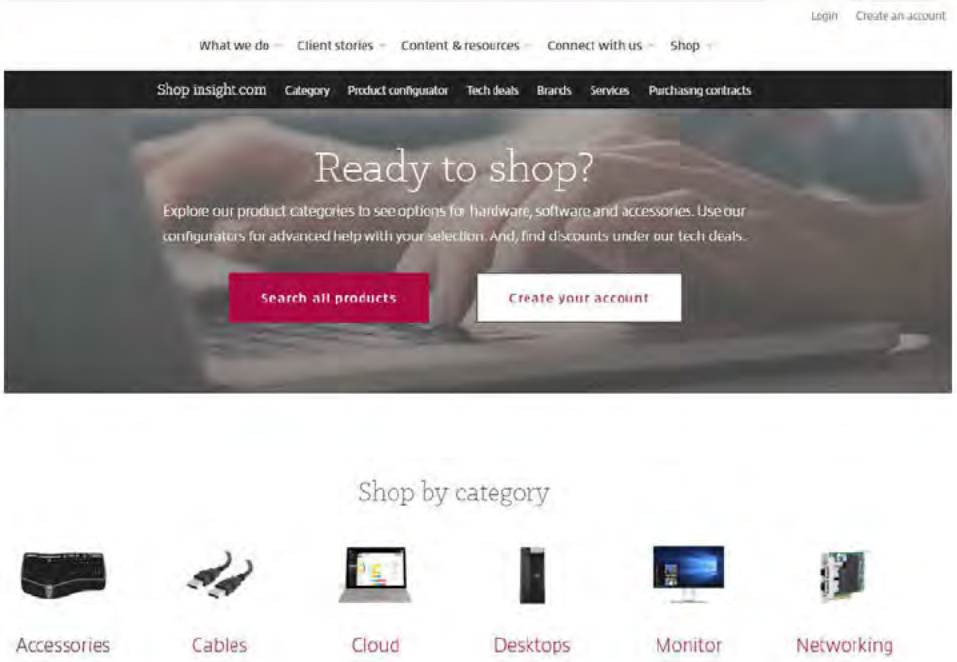
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

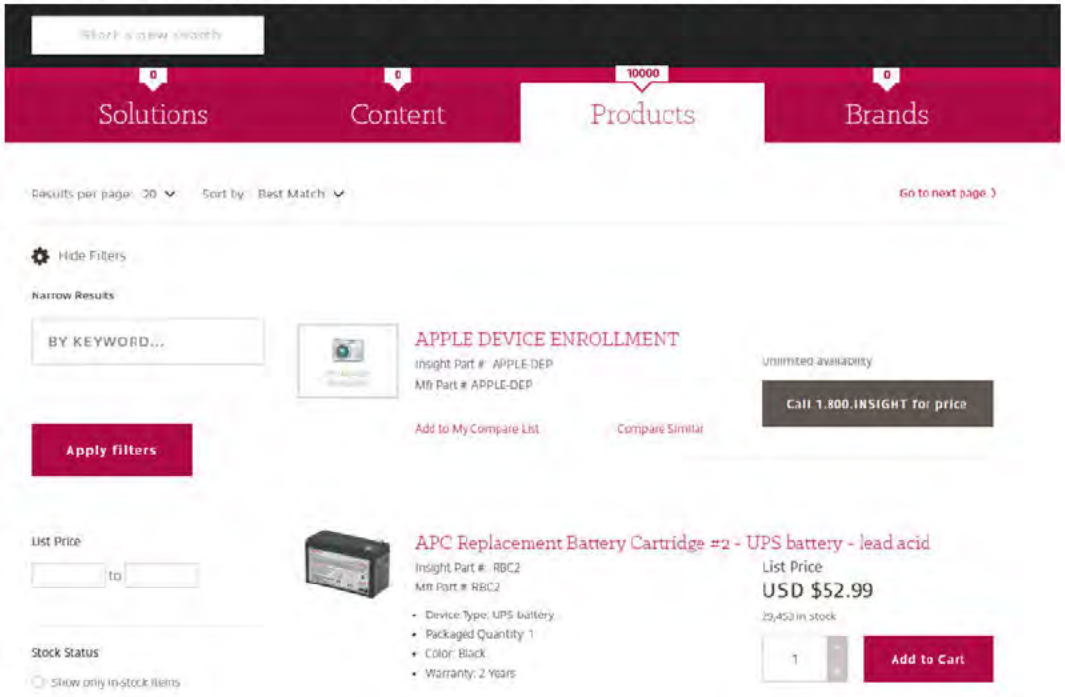
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

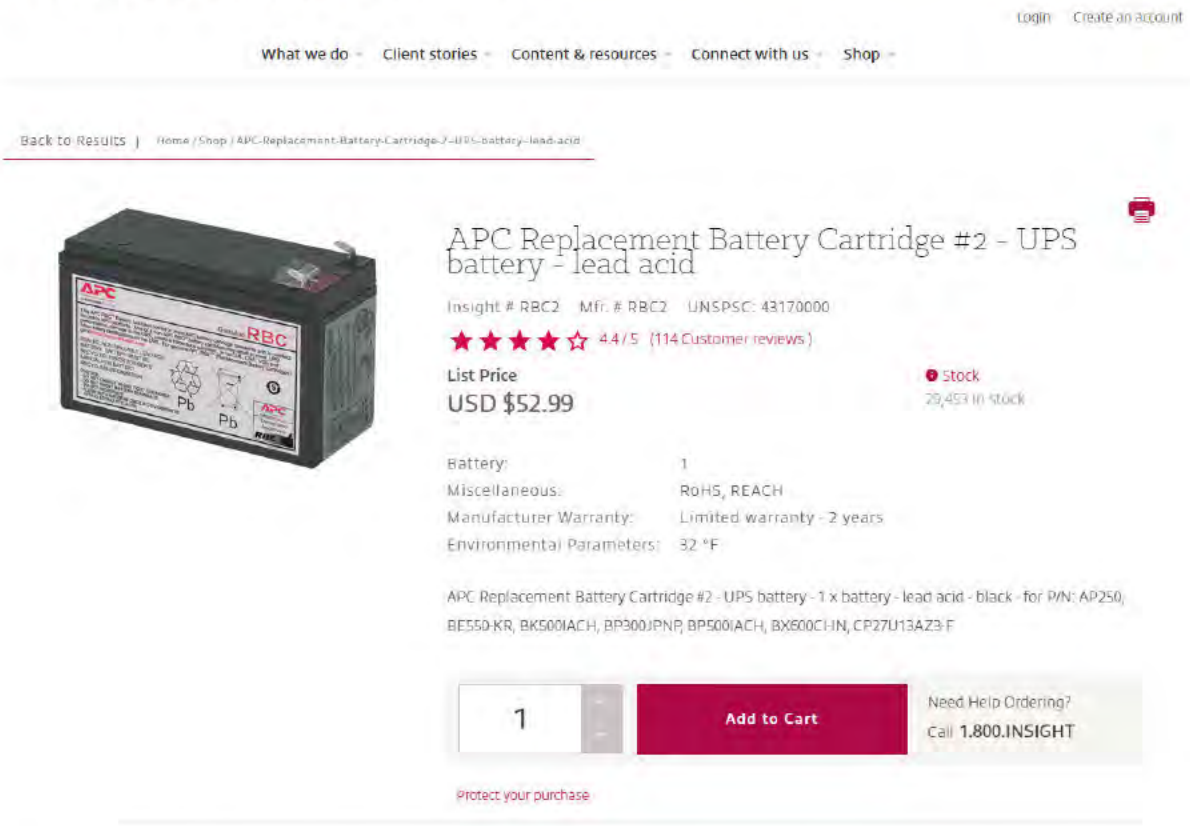
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr # RBC2 UNSPSC 43170000

4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

In Stock
29,792 in stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart

Need Help Ordering?
Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

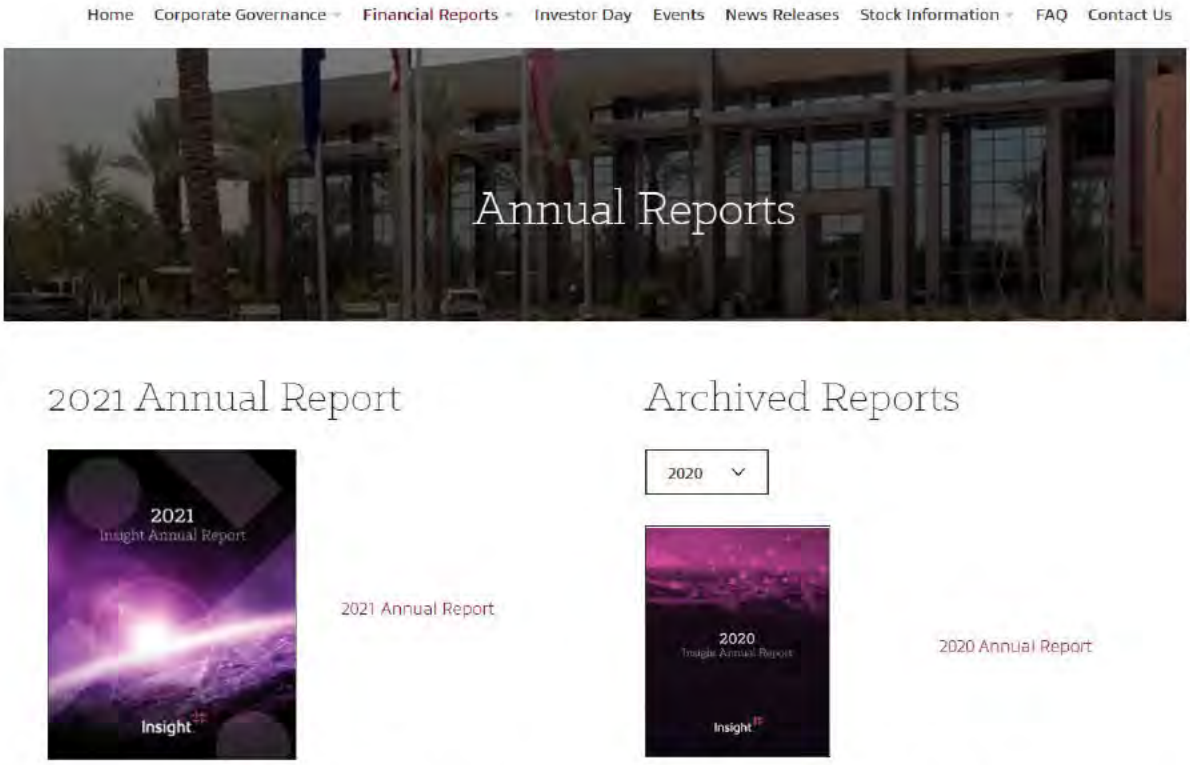
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

	Page
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

COMPANY

A. *Brief history and description of Supplier to include experience providing similar products and services.*

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. *Total number and location of salespersons employed by Supplier.*

Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



C. *Number and location of support centers (if applicable) and location of corporate office.*

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

F. *Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

G. *Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response.*

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

H. *List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

J. *Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. *Describe any debarment or suspension actions taken against supplier.*

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

A. *Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

B. *Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

C. *Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

D. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

E. *Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to.*

   i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

   ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

B. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to.*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

iii. *Design, publication and distribution of co-branded marketing materials within first 90 days.*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.*

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).*

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

C. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

D. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

E. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

F. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
iv. *Knowledge of benefits of the use of cooperative contracts*

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

G. *Provide the name, title, e-mail and phone number for the person(s) who will be responsible for:*

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

H. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

I. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.*

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

J. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

K. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

M. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

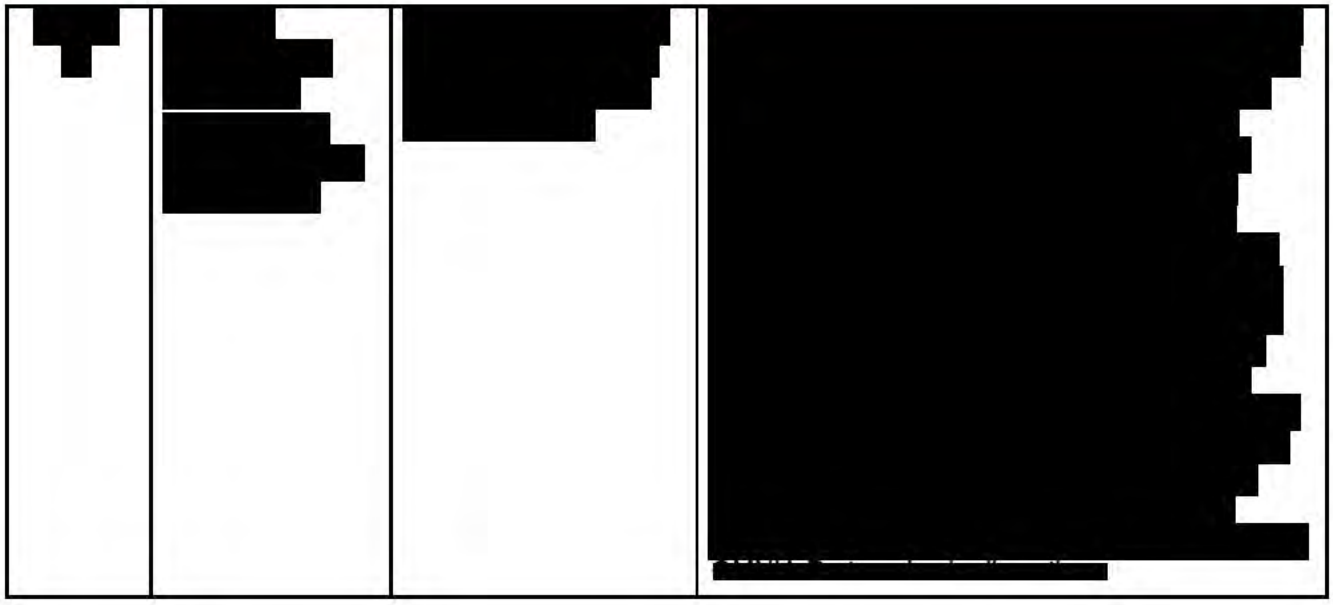
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



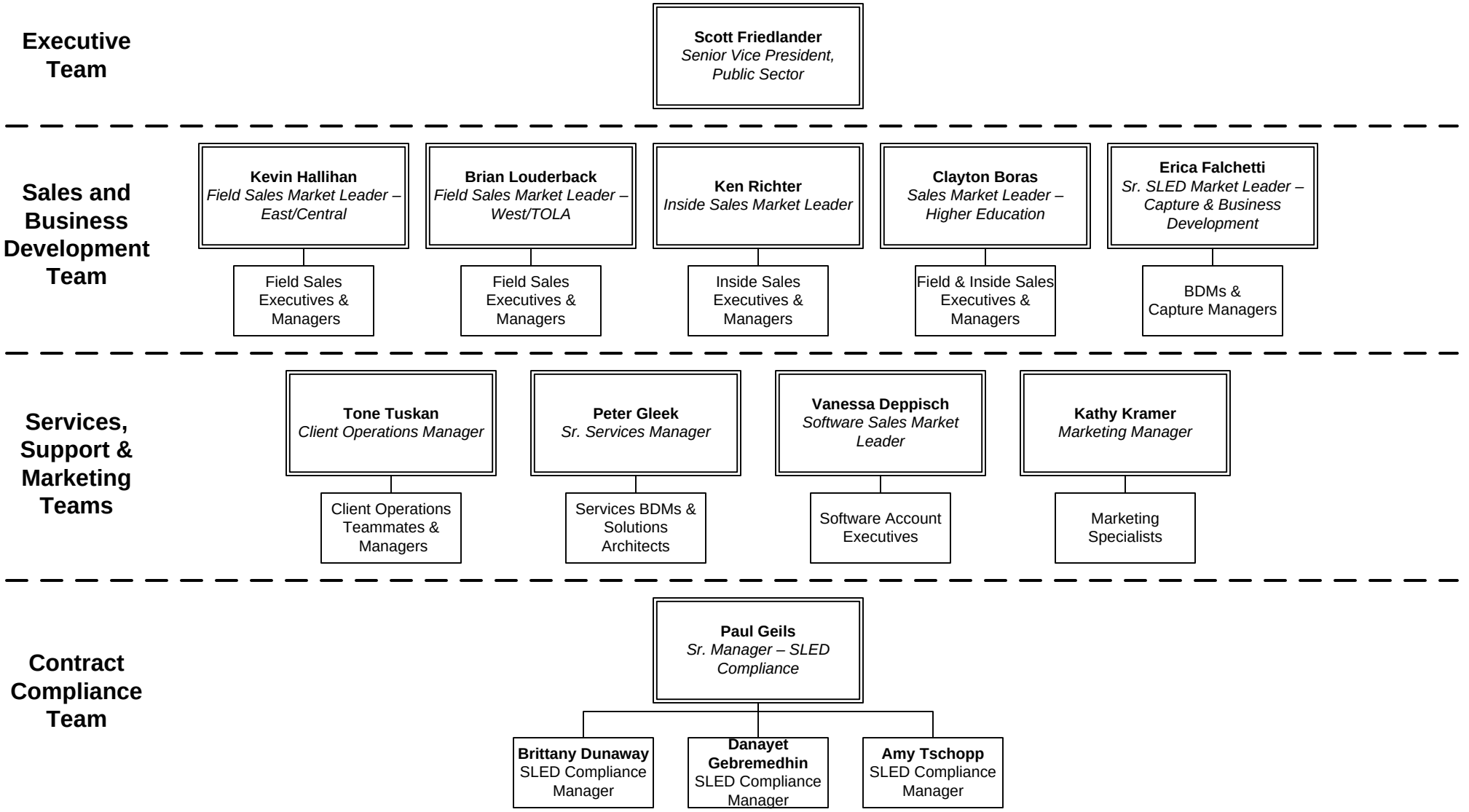
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

DRAFT

6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
    - [Bullet 2]
        - [Bullet 3]
            - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
    a. Electrical or cabling services
    b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. *Offering-Specific Client Responsibilities*

1. [Enter offering-specific responsibilities here]

6.5. *Offering-Specific Assumptions*

1. [Enter offering-specific assumptions here]

DRAFT

Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X] %) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term / Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	*Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

- **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

  Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

  Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:
https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.

1. The Microsoft Online Services Terms can found at:
https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at:
https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
LAWVU LIMITED
LAYER 2 GMBH
LAYERED SOLUTIONS
Layout Editor
LAYOUT LIMITED
LAYTON TECHNOLOGY
LAZA WIRELESS LLC
LBM SYSTEMS
LC TECHNOLOGY INTERNATIONAL
L-COM, INC.
LCPtracker
LD PRODUCTS
LDAP SERVICES *USE LDAPSOFT
LDAPSOFT
LDAPSOFT CORPORATION
LDRA SOFTWARE TECHNOLOGY
LE CROZZ
LEA Professional
LEAD TECHNOLOGIES INC
LEADER TECHNOLOGY
LEADERSHIP INFUSION LLC
LEADING MARKET TECHNOLOGIES INC
LEADS ONLINE LLC
LEADTEK
LEADTHEM CONSULTING , LLC
LEAN ENTERPRISE SOFTWARE SOLUTIONS
LEAN SOFTWARE LTD
LEANIX INC
LEANKIT INC
LEAP MOTION, INC.
LEAPFROGBI
LEAPWORK
LEARN IT INC
LEARNING A-Z LLC
LEARNING COMPANY
LEARNING SEED
Learning Tree International
LEARNINGWARE, INC
LEARNITURE FURNITURE
LEARNKEY
LEARNPORT INC.
LEARNPULSE SAS
LEARNQUEST
LEASE ACCELERATOR INC
LEASEQUERY LLC
LEATHERMAN TOOL GROUP INC
SALARY.COM
SALEAE LLC.
SALES BEACON
SALESEDGE LLC
SALESFORCE
SALFORD SYSTEMS
SALIENT PROCESS INC
SALIENT STILLS INC
SALT
SALTED SERVICES
SALTER BRECKNELL
SALTSTACK HEADQUARTERS
SALTY BRINE SOFTWARE
SAM R REDDY DBA EVAP CONSULTING INC
SAMANAGE USA INC
SAMDESK
SAMETOP
SAMLEX AMERICA, INC.
SAMPLE MAGIC LTD
SAMPO
SAMS PUBLISHING
SAMSARA NETWORKS
SAMSILL CORPORATION
SAMSON TECHNOLOGIES CORP.
SAMSONITE
SAMSUNG
SAMSUNG ELEC
SAMSYS TECHNOLOGIES
SAMYS CAMERA INC
SAN DIEGO CAD CAM
SAN JAMAR
SANA SECURITY
SANBOLIC INC
SANDBOXIE
SANDERSON FORENSICS LTD
SANDHILL CONSULTANTS USA LTD
SANDISK
SANDSTORM
SANDUSKY CABINETS
SANDY KNOLL SOFTWARE
SANDY LISA
SANFACE SOFTWARE
SANFORD
SANGEAN
SANGOMA
SANHO
SANITECH
SANKEN MICROPHONE CO. LTD.
SANMAR CORP
SANMINA CORPORATION
SANNET SOLUCIONES LLC
SANOXY
SANRAD, INC.
SANS DIGITAL

Manufacturers, Publishers and Suppliers

4BITS
4CABLING.COM.AU
4CLICKS SOLUTIONS, LLC
4D PAYMENTS INC
4D Systems
4D TECHNOLOGIES
4D, INC
4IMPRINT INC
4M
4N6 FANATICS.COM LLC
4N6XPRT
4TEAM
4TOPS
4URPC
4WHAT INTERACTIVE
4WinKey.
4XEM CORP.
5000FISH INC
508 SOFTWARE LLC
51 DEGREES.MOBI LTD
52 Stairs Studio Inc
5G AUTOMATIKA
5NINE SOFTWARE INC
5S SUPPLY
5SPICE
5TOUCH SOLUTIONS INC
5X TECHNOLOGY LLC
6 WUNDERKINDER GMBH
65BIT SOFTWARE LIMITED
74MPH SOLUTIONS
7EDIT
7PACE
7Signal
84 CODES AB
8E6 TECHNOLOGIES
8TH WALL, INC.
8X8 INC.
90 METER INC
911inform
919LABS
986 LABS INC
9LINE SOFTWARE LLC
9RAYS.NET
A B SCIEX
A BETTER SOLUTION INC
A Cloud Guru
A TO B SOLUTIONS
A!K RESEARCH LABS
A&B
A&B SOFTWARE LLC
A&H SOFTWARE HOUSE
A&I SOLUTIONS INC
A.I. SOLUTIONS INC
A.V. SIMULATION SAS
DIRECT TECHNOLOGY GROUP
DIRECTIONS ON MICROSOFT
DIRECTORY SOLUTIONS GROUP
DIRECTORY WIZARDS
DIRECTV, LLC
DISC MAKERS
DISC SOFT
DISCMASTERS
DISCOURSE ANALYTICS
Discover Headsets
DISCOVER TECHNOLOGIES
DISCREETFX
DISCUS SOFTWARE COMPANY
DISKINTERNALS RESEARCH
DISKOLOGY
DISPATCHING SOLUTIONS INC
DISPLAY IMPORTER
DISPLAY WERKS
DISPLAYMATE TECHNOLOGIES
DISPLAYPORT SOURCE
DISPLAYS2GO
DISPLAYTEN
Dissertation Editor
DISTAT
DISTI
DISTINCT
DISTINCTIVE VOICE AND DATA
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Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE

D-U-N-S Number: 87-638-3589
Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America
Web: www.insight.com
Endorsement: cxperalt@insight.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	78	3 days beyond terms
Delinquency Score	↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating		1 2 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22

1

High Risk (120+) — Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

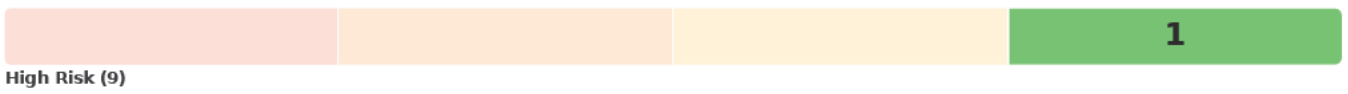
D&B PAYDEX - 3 MONTHS



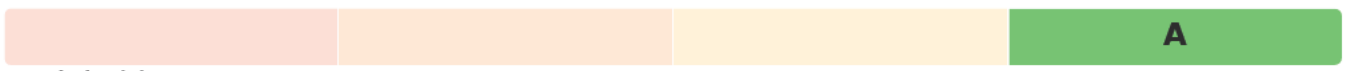
3 days beyond terms

VIABILITY RATING SUMMARY

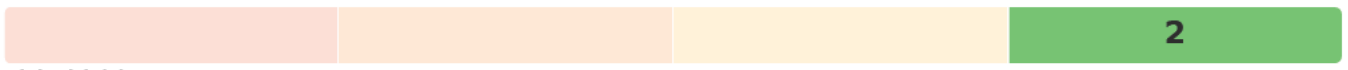
Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE

D-U-N-S 87-638-3589	**Mailing Address** UNITED STATES	**Annual Sales** 9,436,113,000
Legal Form Corporation (US)	**Telephone** +1 (480) 333-3000	**Net Worth** 1,509,227,000
History Record Clear	**Website** www.insight.com	**Employees** 11,006
Date Incorporated 06/04/1991	**Present Control Succeeded** 1988	**Age (Year Started)** 34 Years (1988)
State of Incorporation DELAWARE		**Named Principal** Kenneth T Lamneck, PRES-CEO
Ownership		**Line of Business**

Public: NSIT(NGS)

Computer related services

SIC

73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America





STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

44

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends

△ FAILURE SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

79

High Risk (1) Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends

△ DELINQUENCY SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◌ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

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BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

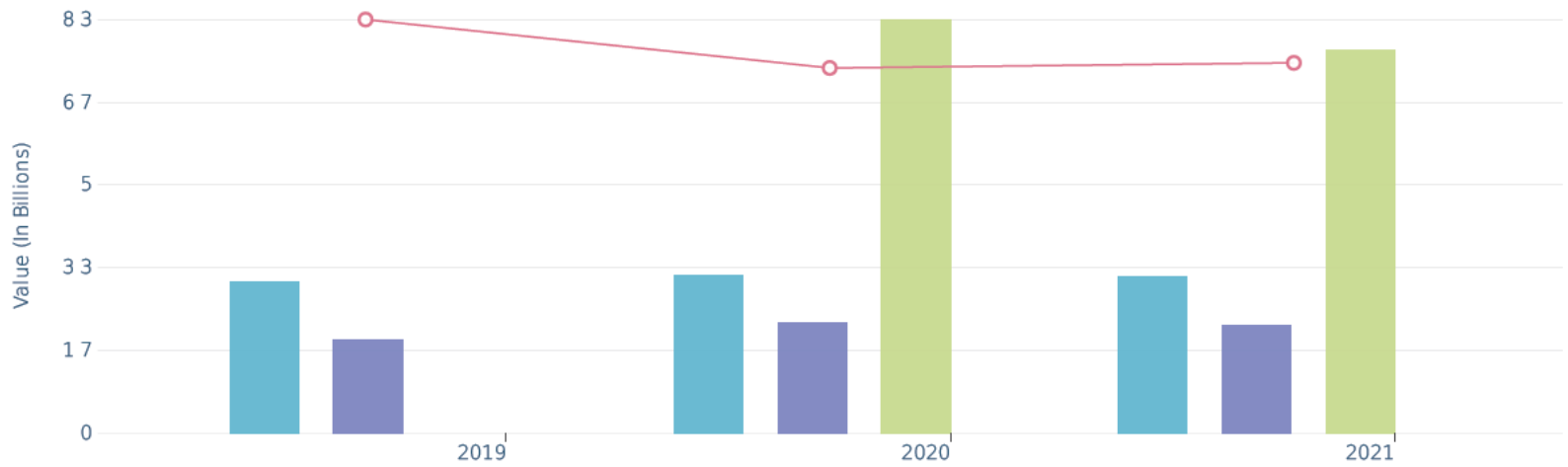
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	1.42	1.43	1.62
Quick Ratio	1.21	1.26	1.39
Current Liabilities to Net Worth (%)	166.66	165.93	162.33

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

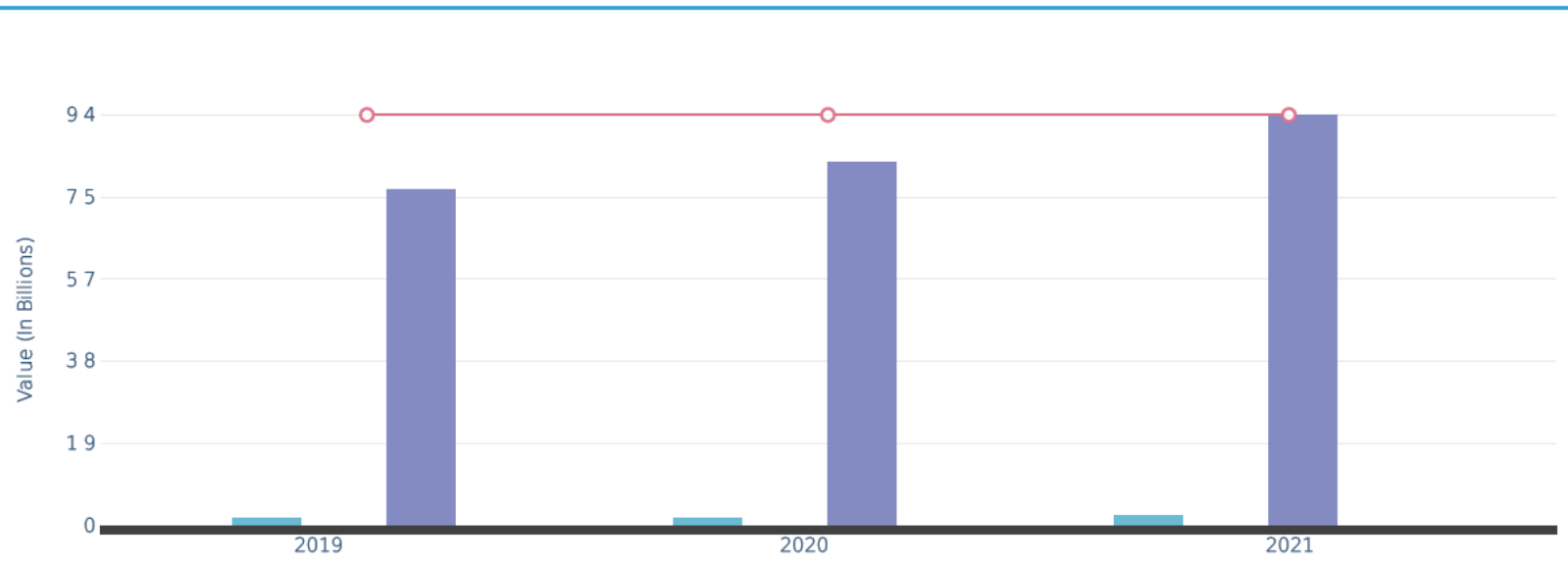
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



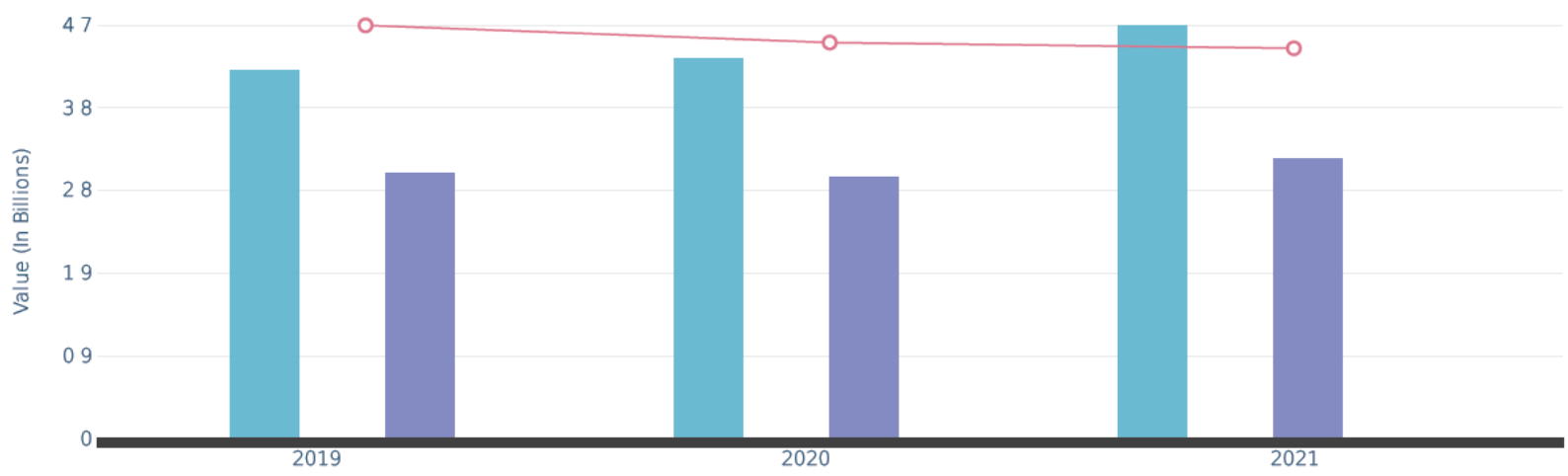
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

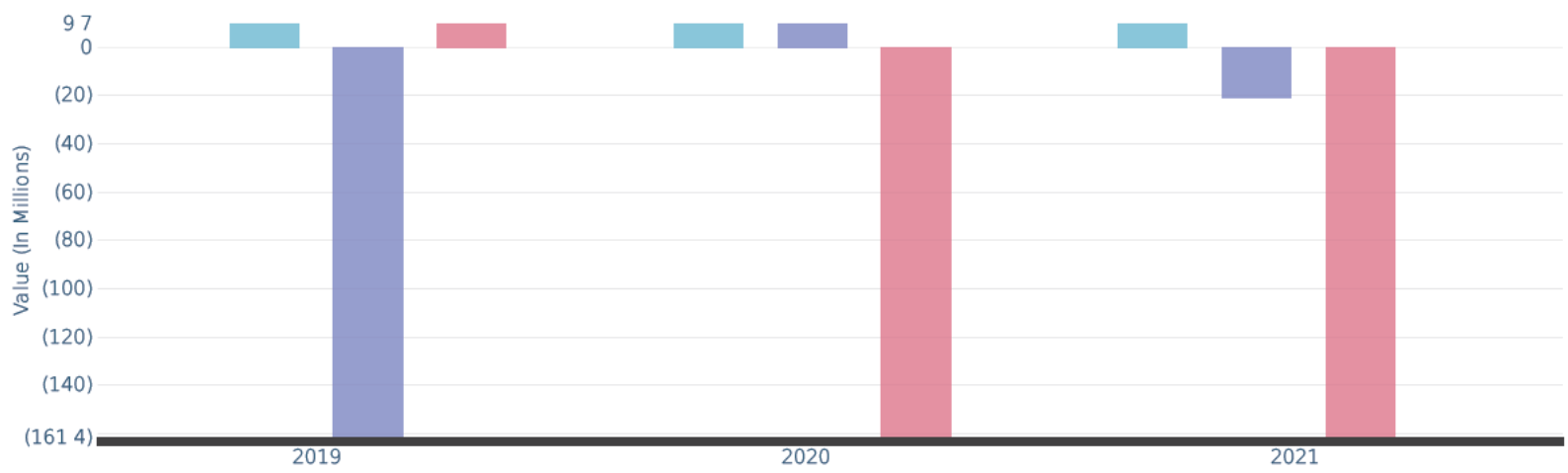
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

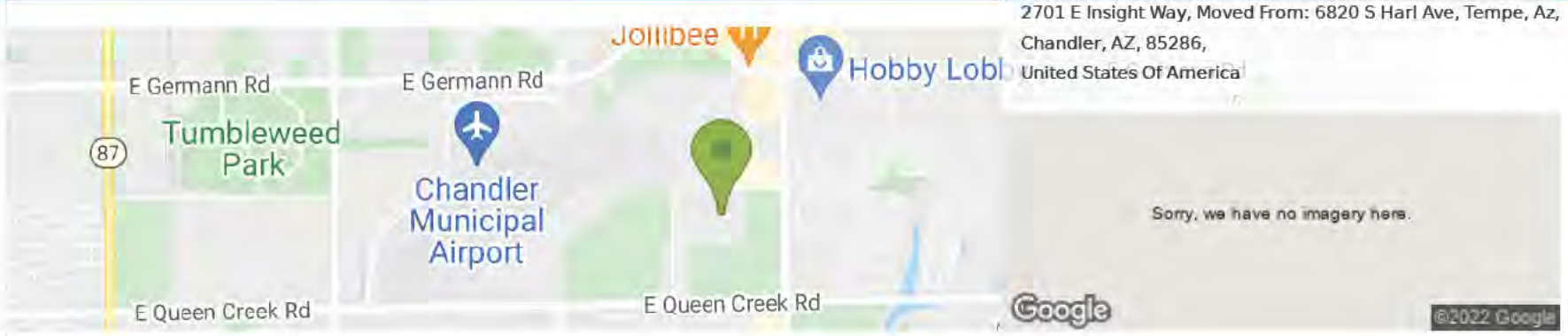
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information	
Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

Official contract:
Technology Products, Services, Solutions, and Related Products and Services

Contract number:
4400006644

Start date:
May 1, 2016

Current end date:
April 30, 2023
Competitively solicited through Fairfax County, VA (Lead Public Agency)

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K–12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers

Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team

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Insight. PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser — Global Compliance Officer
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

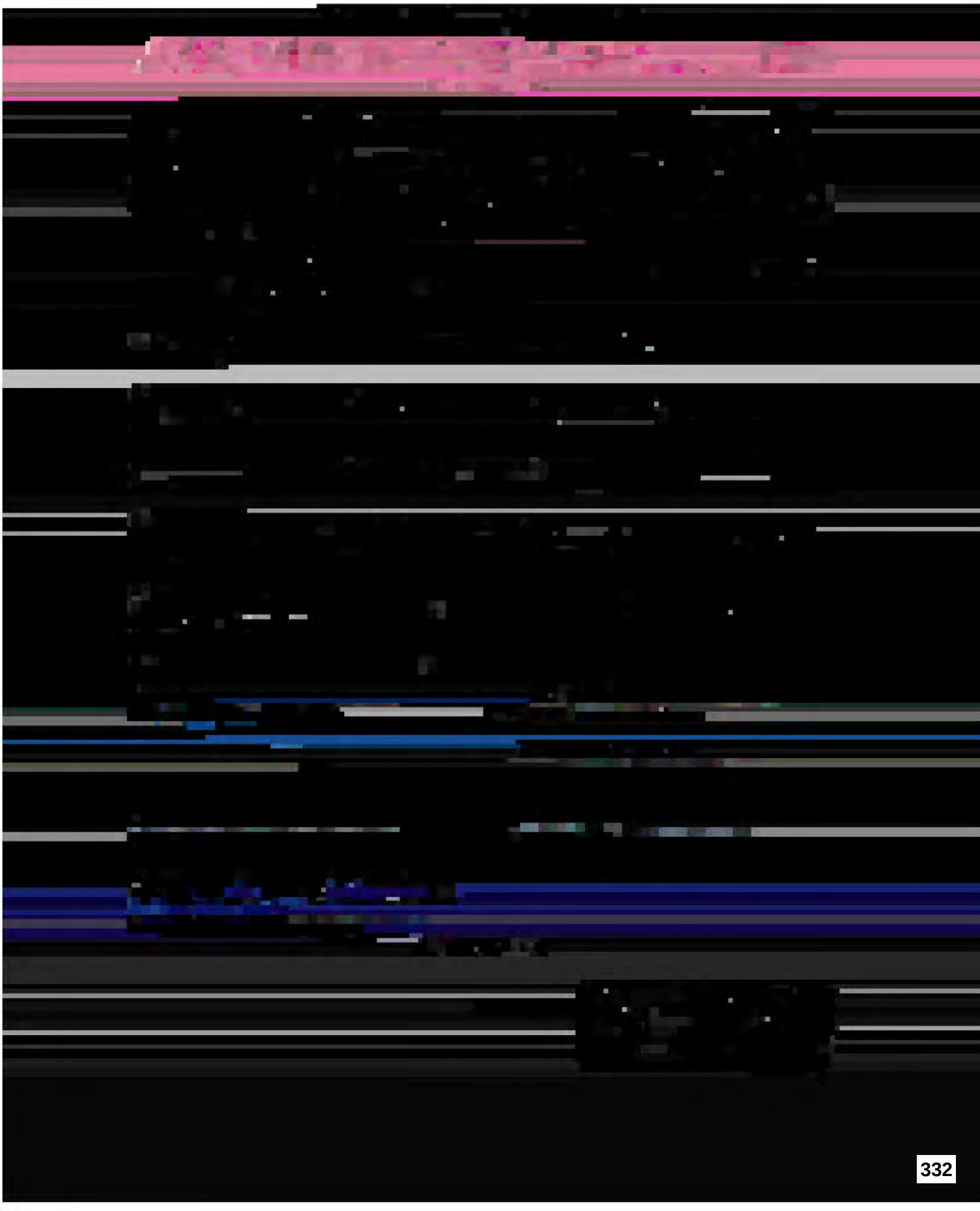


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Insight Public Sector, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative:

Date: October 10, 2022

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

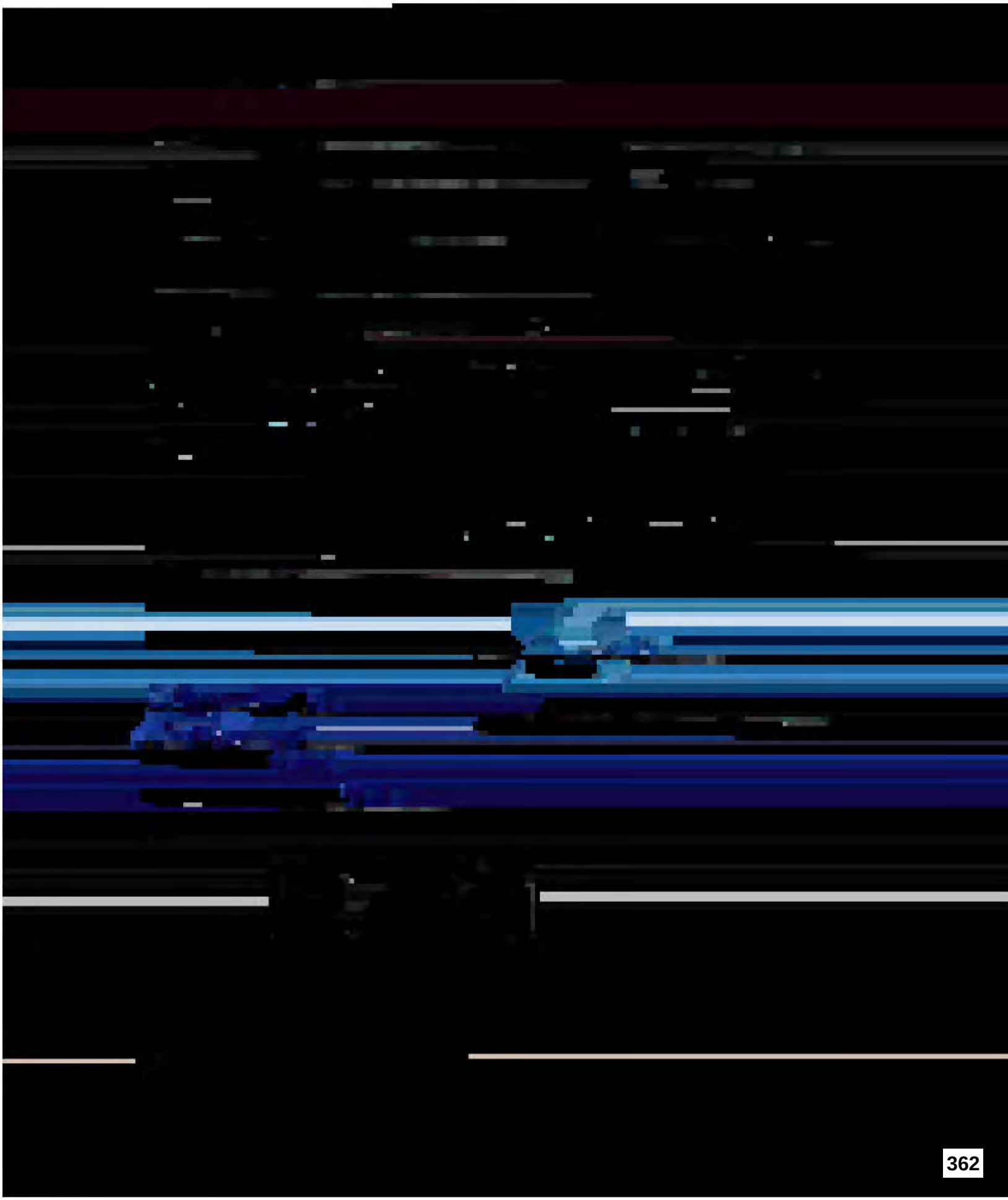
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein. are complete and correct to the best of my knowledge and belief.

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

Version August 19, 2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Lisanne Steinheiser (Printed Name) | Global Compliance Officer (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

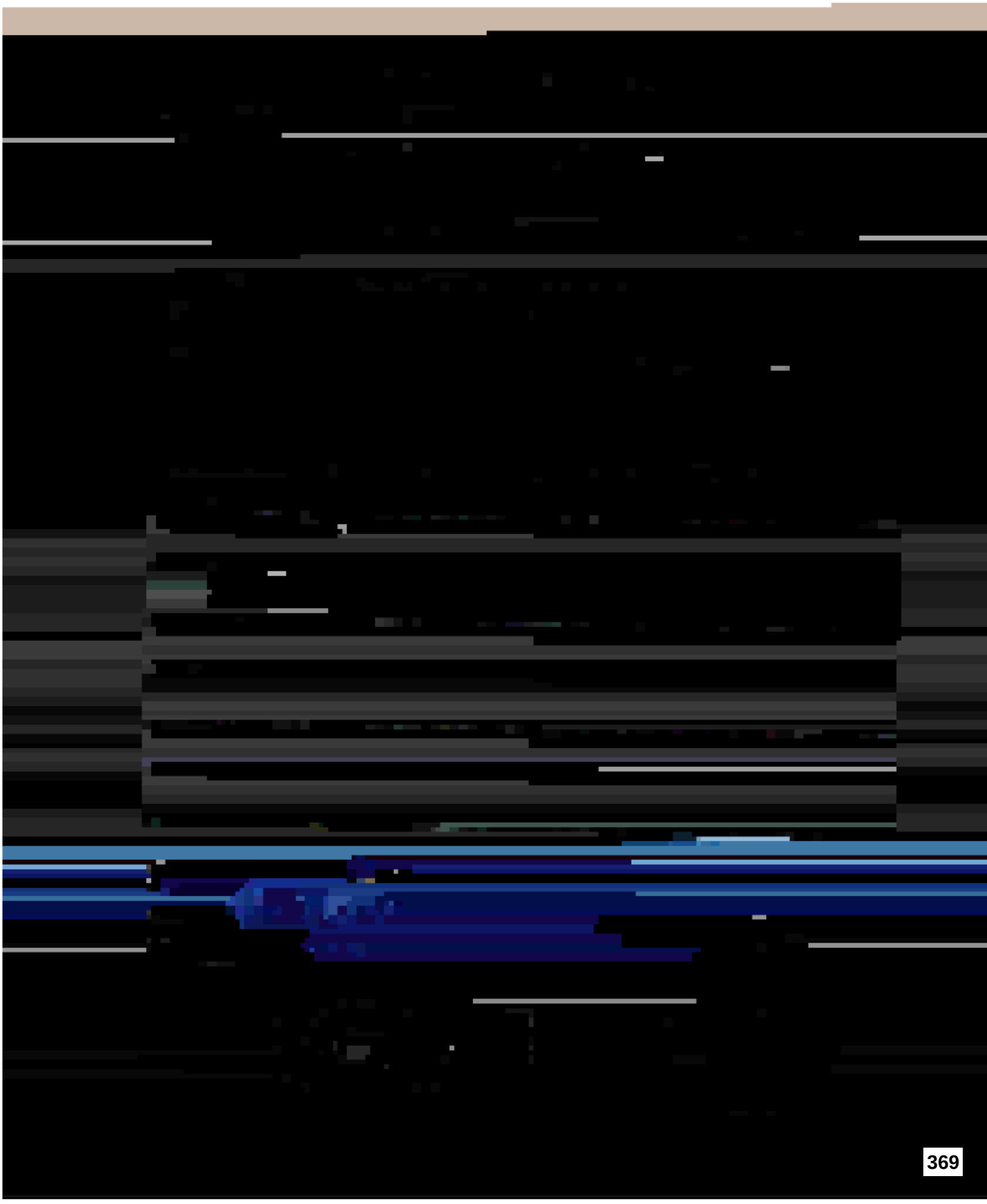
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date 10/05/2022

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature: Date: October 5, 2022



DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature October 5, 2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

Version August 19, 2022

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Feb 20, 2024

Bid/Contract/PO #:

Company Name: Insight Public Sector, Inc.	Company Contact: Bob Erwin
Contact Phone: 480-366-7058	Contact Email: Bob.Erwin@Insight.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: Lisanne Steinheiser

Title: Global Compliance Officer

Date: Feb 20, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0021-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.C.2.

AWARDING RESOLUTION TO INSIGHT PUBLIC SECTOR PO 924010 FOR SOLARWINDS LOG AND EVENT MANAGER LICENSING AND MAINTENANCE FOR A PERIOD OF MARCH 13, 2024 THROUGH MARCH 12, 2025 UTILIZING THE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) CONTRACT (TOTAL AMOUNT: $34,265.61)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for the citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Procurement Purchase Order Requisition 924010 to Insight Public Sector for SolarWinds Log and Event Manager licensing and one year of maintenance for the period March 13, 2024 through March 12, 2025, utilizing the OMNIA Partners (Cobb County) IT Products and Services (#23-6692-03) contract. Total amount of $34,265.61.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924010, dated February 13, 2024, covering said, for SolarWinds Log and Event Manager, be, and is hereby approved by the DU PAGE ETSB to Insight Public Safety, 6820 S. Harl Avenue, Tempe, AZ 85283-4318, for an amount of $34,265.61.

Enacted and approved this 13th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Feb 13, 2024

MinuteTraq (IQM2) ID #: _____

Vendor: Insight Public Sector	**Vendor #:** 10809	**Contract Term:** One year	**Contract Total:** $34,265.61
Dept: ETSB	**Contact:** Eve Kraus	**Phone:** 630-550-7743	**Assigned Committee:** ETSB

Description of Procurement/ Scope of Work/ Background	Recommendation for approval of Purchase Order 924010 to Insight Public Sector for SolarWinds Log and Event Manager licensing and one year of maintenance for a period running March 13, 2024 through March 12, 2025. This purchase is being made through the Omnia Partners (Cobb County) IT Products and Services (#23-6692-03) Contract at a 13.506% discount. Total amount of $34,265.61.
Reason for Procurement	This is a security monitoring software that will be used for CAD, Absolute Secure (formerly NetMotion) and other ETSB 9-1-1 Systems.

FUNDING SOURCE

☒ Procurement budgeted for (FY and budget code(s)): FY24-25 4000-5820-53807

☐ Budget Transfer (Date) _____ Add'l Information _____

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # _____ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # _____ ☐ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☒ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

☒ Per Coop (DPC4-107) select one below

National IPA/TCPM # Omnia Partners IT Products and Services (#23-6692-03)

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # _____ (include Evaluation Summary if applicable)

☐ RENEWAL OF RFP # _____

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBILE, BID # _____

PREPARED BY AND APPROVAL(S) (Initials Only)

ek	Feb 13, 2024	LMZ	Feb 28, 2024	N/A	
Prepared By	Date	Recommended for Approval	Date	IT Approval, *if required*	Date

REVIEWED BY (Initials Only)

			2-26-2024
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Purchase Requisition
Procurement Services Division

Date: Feb 13, 2024
MinuteTraq (IQM2) ID #:
Department Req #: 924010
RFP, Bid or Quote #:

Send Purchase Order To:			Send Invoices To:		
Vendor: Insight Public Sector, Inc.	Vendor #: 10809		Dept: DuPage ETSB	Division:	
Attn: Bob Erwin	Email: berwin@insight.com		Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov	
Address: 2701 E. Insight Way			Address: 421 N County Farm Rd.	Room:	
City: Chandler	State: AZ	Zip: 85286	City: Wheaton	State: IL	Zip: 60187
Phone: 403-366-7058	Fax:		Phone: 630-550-7743	Fax:	
Send Payments To:			**Ship To:**		
Vendor: Insight Public Sector, Inc.	Vendor #: 10809		Dept: DuPage ETSB	Division:	
Attn:	Email:		Attn: 9-1-1 Coordinator	Email:	
Address: 2701 E. Insight Way			Address:	Room:	
City: Chandler	State: AZ	Zip: 85286	City:	State: IL	Zip:
Phone:	Fax:		Phone:	Fax:	

Payment Terms	F.O.B.	PO 20 Delivery Date	Requisitioner
PER 50 ILCS 505/1	Destination		

Use for	Contract Administrator	Contract Start Date	Contract End Date	Use for
PO25 only	Eve Kraus	Mar 13, 2024	Mar 12, 2025	PO25 only

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Dept #	Acctg Unit	Acct #	Sub-Accts and/or Activity #	Unit Price	Extension
1	1	EA	5603	SolarWinds Log & Event Manager - license + 1 Year Maintenance - up to 250 nodes	24 25	4000	5820	53807		34,265.61	34,265.61
									Requisition Total	$	34,265.61

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order) **:**

Per Quote #0227109635.

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order) **:**

Please return PO to ETSB to send to the vendor.

User Department Internal Notes (these comments will NOT appear on the Purchase Order) **:**

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 13, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 924010

Requesting Department:	ETSB	Department Contact:	Eve Kraus
Contact Email:	etsb911@dupagecounty.gov	Contact Phone:	630-550-7743
Vendor Name:	Insight Public Sector	Vendor #:	10809

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Recommendation for approval of Purchase Order 924010 to Insight Public Sector for SolarWinds Log and Event Manager licensing and one year of maintenance for a period running March 13, 2024 through March 12, 2025. This purchase is being made through the Omnia Partners (Cobb County) IT Products and Services (#23-6692-03) Contract at a 13.506% discount. Total amount of $34,265.61.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This is a security monitoring software that is currently being use for CAD, Absolute Secure (formerly NetMotion) and other ETSB 9-1-1 systems. The software is used to notify IT staff of various security related issues (unauthorized logins attempts, AD objects creation/ modifications, suspicious traffic activity, etc.). This software works in conjunction with Network Performance Monitor and allow preventative action to be taken before a system failure.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

The procurement of Log and Event Manager will allow for the replacement of the Server and Application Monitoring module which expires on October 13, 2024, while providing additional in depth security monitoring for entire enterprise.

Source Selection/Vetting Information - Describe method used to select source.

This Purchase Order 924010 is being made through the Omnia Partners (Cobb County) IT Products and Services (#23-6692-03) agreement at a discounted rate, through Quote #0227109635. Other vendor quotes were obtained from SHI ($35,191.85) and CDW-G ($36,905.47) utilizing their respective contracts. Purchasing through Insight offered the lowest cost.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Approve Purchase Order 924010 to allow for the continued maintenance of enhanced network monitoring and configuration software.
2. Deny Purchase Order 924010 and not allow for the continued maintenance of network monitoring.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

This is a budgeted expense for a renewal of services, and sufficient funds exist FY24-25 in 4000-5820-53807 to cover the expense: Software Maintenance Agreements.

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11044050

DUPAGE COUNTY ETSB
421 N COUNTY FARM RD
WHEATON IL 60187-3978

SHIP-TO

DUPAGE COUNTY ETSB
421 N COUNTY FARM RD
WHEATON IL 60187-3978

Quotation

Quotation Number	:	0227109635
Document Date	:	09-FEB-2024
PO Number	:	
PO release:	:	
Sales Rep	:	Bob Erwin
Email	:	BOB.ERWIN@INSIGHT.COM
Telephone	:	+14803667058
Sales Rep 2	:	Lia Paredes
Email	:	LIA.PAREDES@INSIGHT.COM
Telephone	:	+14809021145

We deliver according to the following terms:

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

Material	Material Description	Quantity	Unit Price	Extended Price
5603	SolarWinds Log & Event Manager - license + 1 Year Maintenance - up to 250 nodes Coverage Dates: 13-MAR-2024 - 12-MAR-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 39615.99 Discount: 13.506%	1	34,265.61	34,265.61

Product Subtotal	34,265.61
TAX	0.00
Total	34,265.61

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

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

Sincerely,

Bob Erwin
+14803667058
BOB.ERWIN@INSIGHT.COM

Lia Paredes
+14809021145
LIA.PAREDES@INSIGHT.COM
Fax 4807608347

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

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

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:

- Flexible service levels from 24/7 to next day
- On-site, advanced exchange, and depot
- Warranty management
- End-of-life support for legacy products
- Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

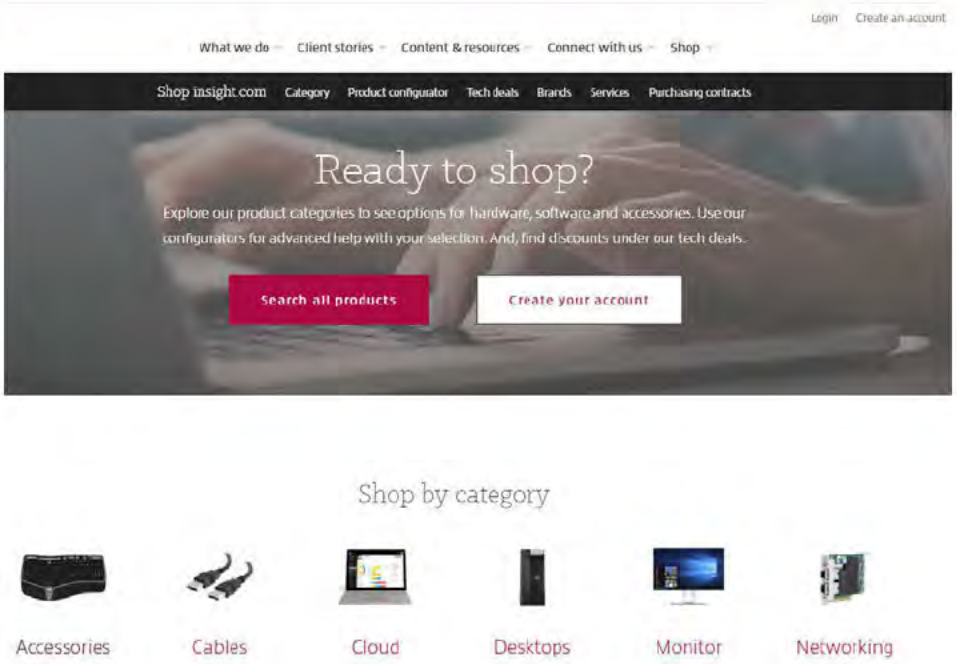
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

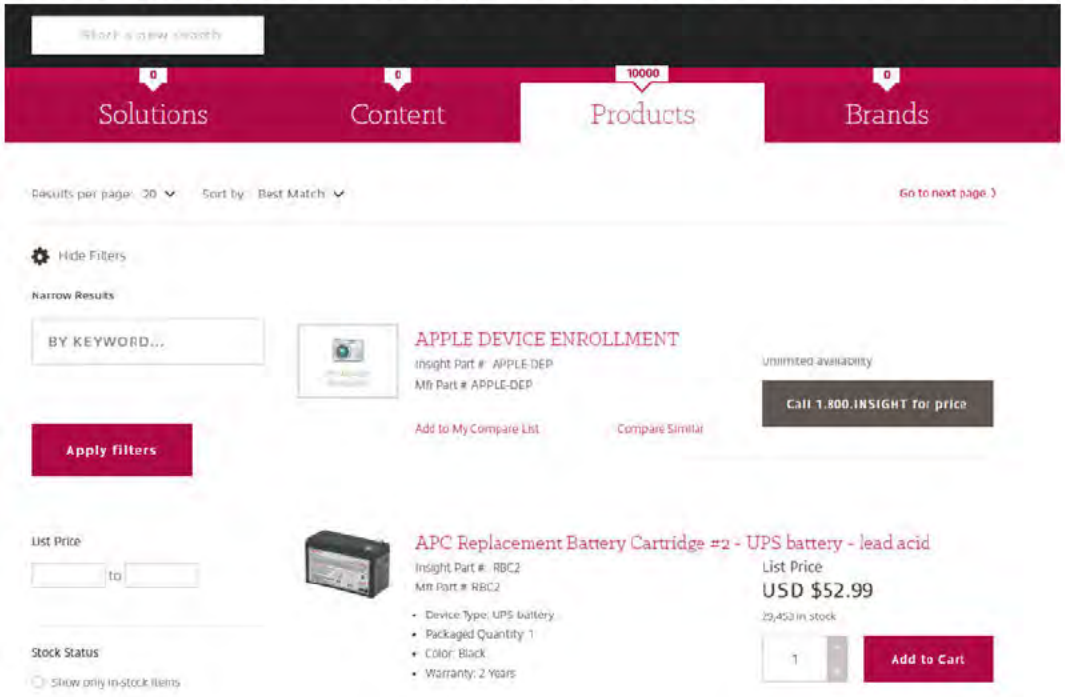
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

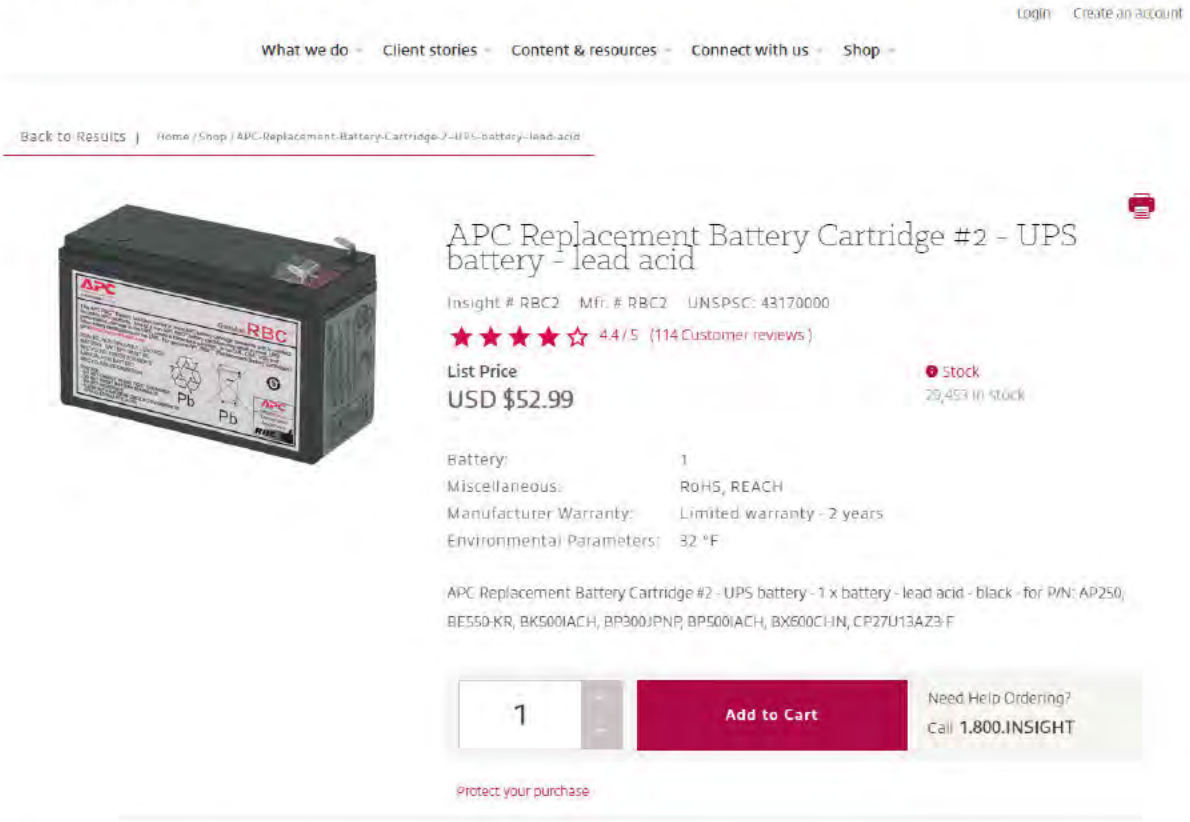
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr # RBC2 UNSPSC 43170000

4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

In Stock
29,792 in stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart

Need Help Ordering?
Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

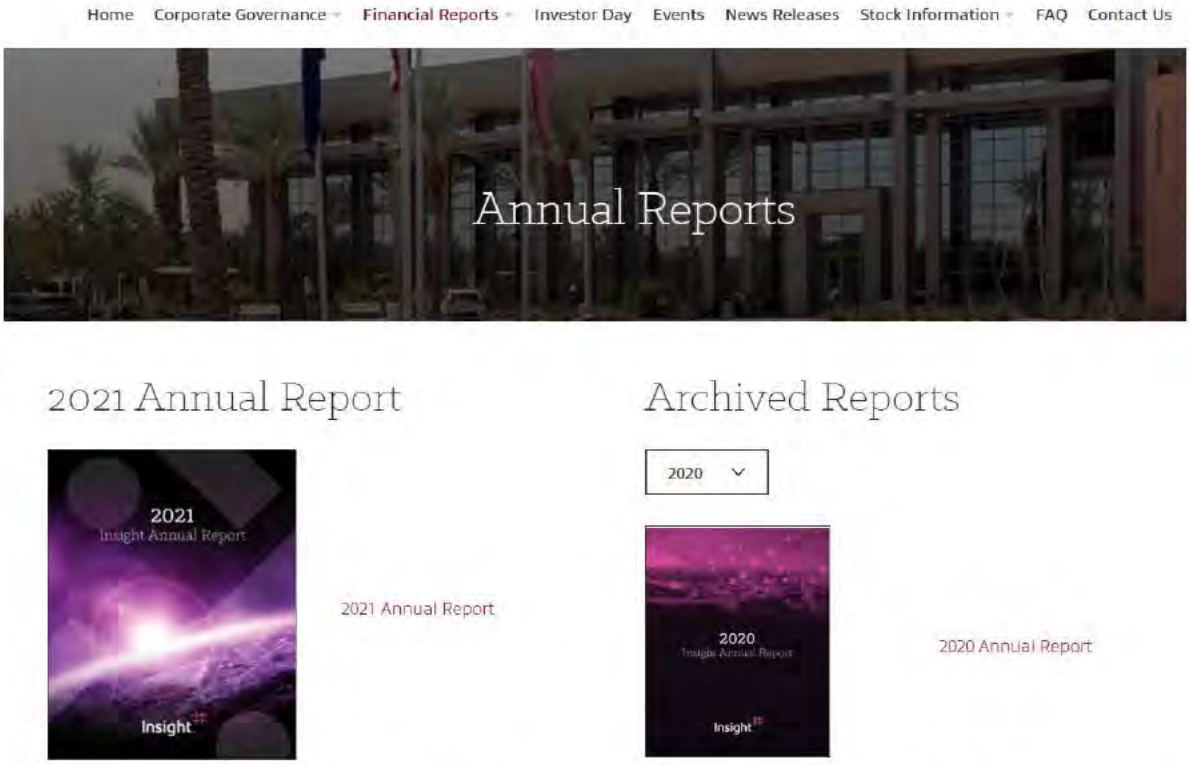
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

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Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
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b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

COMPANY

A. Brief history and description of Supplier to include experience providing similar products and services.

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. *Total number and location of salespersons employed by Supplier.*

Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



C. *Number and location of support centers (if applicable) and location of corporate office.*

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

F. *Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

G. *Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response.*

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

H. *List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

J. *Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. *Describe any debarment or suspension actions taken against supplier.*

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

A. *Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

B. *Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

C. *Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

D. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

E. *Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to.*

   i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

   ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

B. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to.*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

iii. *Design, publication and distribution of co-branded marketing materials within first 90 days.*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.*

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).*

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

C. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

D. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

E. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

F. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
iv. *Knowledge of benefits of the use of cooperative contracts*

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

G. *Provide the name, title, e-mail and phone number for the person(s) who will be responsible for:*

i. *Executive Support*
ii. *Marketing*
iii. *Sales*
iv. *Sales Support*
v. *Financial Reporting*
vi. *Accounts Payable*
vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

H. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

I. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.*

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

J. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

K. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

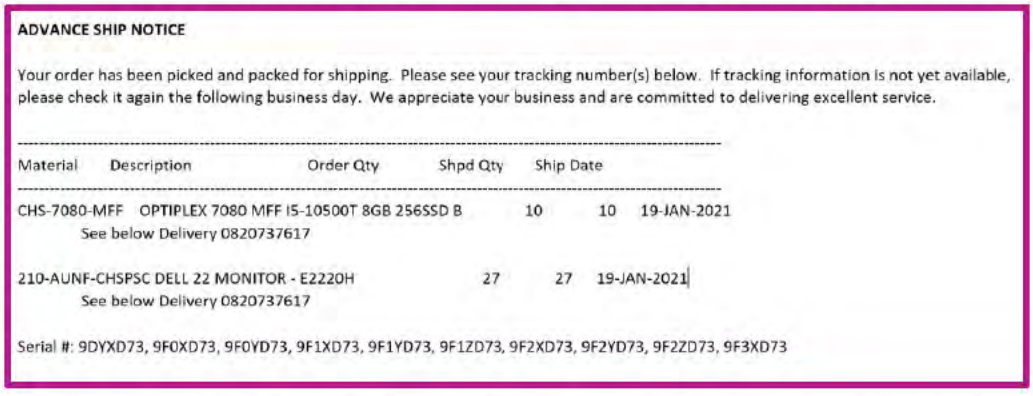
Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)



ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

M. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

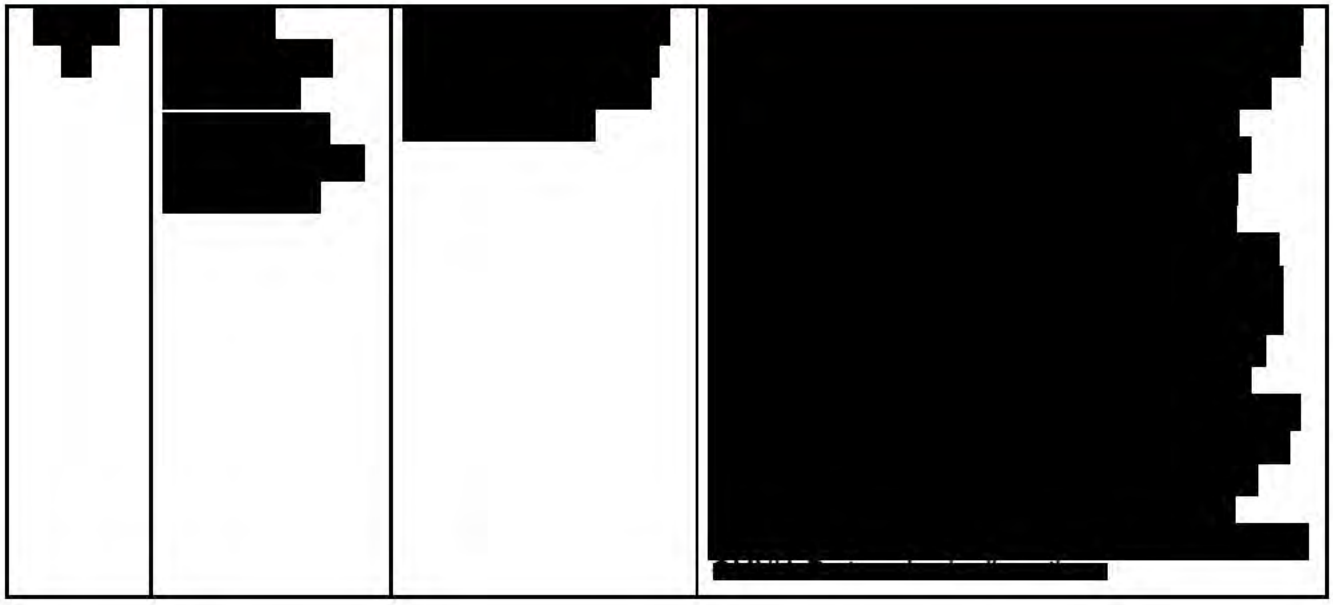
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



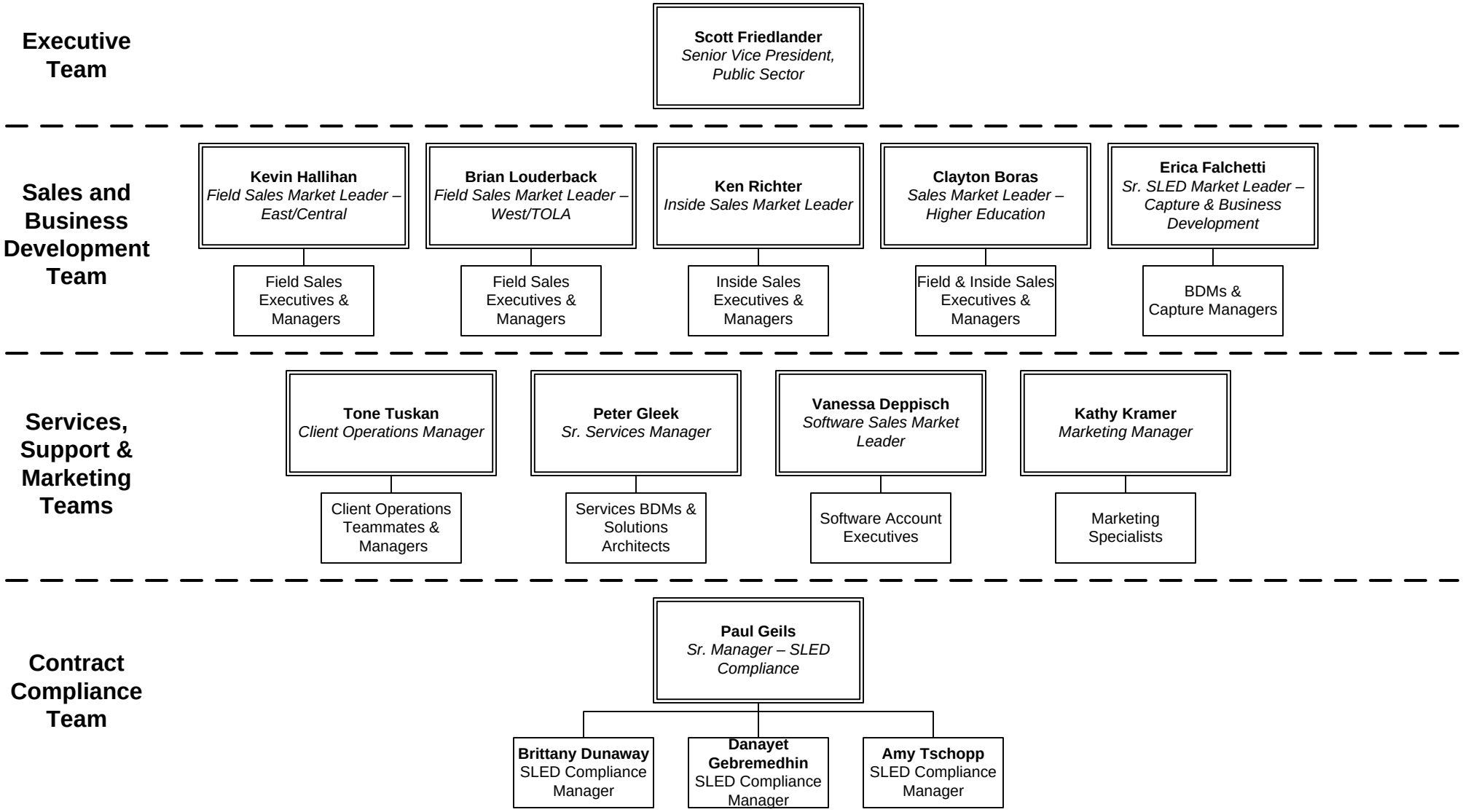
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

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6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
    - [Bullet 2]
        - [Bullet 3]
            - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
    a. Electrical or cabling services
    b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. *Offering-Specific Client Responsibilities*

1. [Enter offering-specific responsibilities here]

6.5. *Offering-Specific Assumptions*

1. [Enter offering-specific assumptions here]

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Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X]%) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term / Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:** https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.**

1. The Microsoft Online Services Terms can found at: https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at: https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
LAWVU LIMITED
LAYER 2 GMBH
LAYERED SOLUTIONS
Layout Editor
LAYOUT LIMITED
LAYTON TECHNOLOGY
LAZA WIRELESS LLC
LBM SYSTEMS
LC TECHNOLOGY INTERNATIONAL
L-COM, INC.
LCPtracker
LD PRODUCTS
LDAP SERVICES *USE LDAPSOFT
LDAPSOFT
LDAPSOFT CORPORATION
LDRA SOFTWARE TECHNOLOGY
LE CROZZ
LEA Professional
LEAD TECHNOLOGIES INC
LEADER TECHNOLOGY
LEADERSHIP INFUSION LLC
LEADING MARKET TECHNOLOGIES INC
LEADS ONLINE LLC
LEADTEK
LEADTHEM CONSULTING , LLC
LEAN ENTERPRISE SOFTWARE SOLUTIONS
LEAN SOFTWARE LTD
LEANIX INC
LEANKIT INC
LEAP MOTION, INC.
LEAPFROGBI
LEAPWORK
LEARN IT INC
LEARNING A-Z LLC
LEARNING COMPANY
LEARNING SEED
Learning Tree International
LEARNINGWARE, INC
LEARNITURE FURNITURE
LEARNKEY
LEARNPORT INC.
LEARNPULSE SAS
LEARNQUEST
LEASE ACCELERATOR INC
LEASEQUERY LLC
LEATHERMAN TOOL GROUP INC
SALARY.COM
SALEAE LLC.
SALES BEACON
SALESEDGE LLC
SALESFORCE
SALFORD SYSTEMS
SALIENT PROCESS INC
SALIENT STILLS INC
SALT
SALTED SERVICES
SALTER BRECKNELL
SALTSTACK HEADQUARTERS
SALTY BRINE SOFTWARE
SAM R REDDY DBA EVAP CONSULTING INC
SAMANAGE USA INC
SAMDESK
SAMETOP
SAMLEX AMERICA, INC.
SAMPLE MAGIC LTD
SAMPO
SAMS PUBLISHING
SAMSARA NETWORKS
SAMSILL CORPORATION
SAMSON TECHNOLOGIES CORP.
SAMSONITE
SAMSUNG
SAMSUNG ELEC
SAMSYS TECHNOLOGIES
SAMYS CAMERA INC
SAN DIEGO CAD CAM
SAN JAMAR
SANA SECURITY
SANBOLIC INC
SANDBOXIE
SANDERSON FORENSICS LTD
SANDHILL CONSULTANTS USA LTD
SANDISK
SANDSTORM
SANDUSKY CABINETS
SANDY KNOLL SOFTWARE
SANDY LISA
SANFACE SOFTWARE
SANFORD
SANGEAN
SANGOMA
SANHO
SANITECH
SANKEN MICROPHONE CO. LTD.
SANMAR CORP
SANMINA CORPORATION
SANNET SOLUCIONES LLC
SANOXY
SANRAD, INC.
SANS DIGITAL

Manufacturers, Publishers and Suppliers

4BITS
4CABLING.COM.AU
4CLICKS SOLUTIONS, LLC
4D PAYMENTS INC
4D Systems
4D TECHNOLOGIES
4D, INC
4IMPRINT INC
4M
4N6 FANATICS.COM LLC
4N6XPRT
4TEAM
4TOPS
4URPC
4WHAT INTERACTIVE
4WinKey.
4XEM CORP.
5000FISH INC
508 SOFTWARE LLC
51 DEGREES.MOBI LTD
52 Stairs Studio Inc
5G AUTOMATIKA
5NINE SOFTWARE INC
5S SUPPLY
5SPICE
5TOUCH SOLUTIONS INC
5X TECHNOLOGY LLC
6 WUNDERKINDER GMBH
65BIT SOFTWARE LIMITED
74MPH SOLUTIONS
7EDIT
7PACE
7Signal
84 CODES AB
8E6 TECHNOLOGIES
8TH WALL, INC.
8X8 INC.
90 METER INC
911inform
919LABS
986 LABS INC
9LINE SOFTWARE LLC
9RAYS.NET
A B SCIEX
A BETTER SOLUTION INC
A Cloud Guru
A TO B SOLUTIONS
A!K RESEARCH LABS
A&B
A&B SOFTWARE LLC
A&H SOFTWARE HOUSE
A&I SOLUTIONS INC
A.I. SOLUTIONS INC
A.V. SIMULATION SAS
DIRECT TECHNOLOGY GROUP
DIRECTIONS ON MICROSOFT
DIRECTORY SOLUTIONS GROUP
DIRECTORY WIZARDS
DIRECTV, LLC
DISC MAKERS
DISC SOFT
DISCMASTERS
DISCOURSE ANALYTICS
Discover Headsets
DISCOVER TECHNOLOGIES
DISCREETFX
DISCUS SOFTWARE COMPANY
DISKINTERNALS RESEARCH
DISKOLOGY
DISPATCHING SOLUTIONS INC
DISPLAY IMPORTER
DISPLAY WERKS
DISPLAYMATE TECHNOLOGIES
DISPLAYPORT SOURCE
DISPLAYS2GO
DISPLAYTEN
Dissertation Editor
DISTAT
DISTI
DISTINCT
DISTINCTIVE VOICE AND DATA
DISTINOW
DISTRIBUTION MANAGEMENT CORP
DISTRIBUTIVE MANAGEMENT LLC
DISTRIBUTORX INC
DITEK
DIVELEMENTS LTD
DIVERSE COMPUTING INC
DiverseNet
DIVERSIFIED COMPUTER SYSTEMS, INC.
Diversified Labeling Solutions
DIVERSIFIED MATERIAL SPECIALIST INC
DIVERSIFIED SERVICES NETWORK INC
DIVERSITRACK
Diversity IT LLC
Diversity Resources
DIVEX TURISMO SL
DIVI SPACE
DIVISION M
DIVLOCSOFT
DIVXNETWORKS
DIYATECH
DIYIFE
DIYMALLS
DJ TECHTOOLS
DJI
DJMIXERSOFT
DLI.TOOLS
LECTRA
LECTROFAN
LECTROSONICS INC.
LEDABOUR INC
LEDCO
LEDETECH
LEDNICEKER
LEDTRONICS
LEDwholesalers
LEE FILTERS
LEE HARTMAN & SONS, INC.
LEET CYBER SECURITY
LEEUEE
LEFTA SYSTEMS
LEFTHAND NETWORKS
LEGALSUITE
LEGATO SYSTEM
LEGRAND
LEICA GEOSYSTEMS
LEICA-GEOSYSTEMS
LEIDOS INC
LEIHONG
LEIMBERG & ASSOCIATES
LEIMBERG & LECLAIR, INC.
LEITCH
LEITNER
LEM SOLUTIONS
LEMKESOFT
LEMON MOJO
LeMotech
Lenel
LENEXPO
LENKENG TECHNOLOGY
LENMAR
LENOVO
LENOVO X86
LENOX SOFTWORKS INC
Lenses.io Ltd
LENTE DESIGNS
LENTION
LEOCH BATTERY CORPORATION
LEONARDO
LEORA SOFTWARE COMPANY
LEOSTREAM CORPORATION
LEPA TECHNOLOGY CORP
LEPEI - XOOL
LEPIDE SOFTWARE PVT LTD.
LEPY
LETOUR
LET'S THINK WIRELESS, LLC
LETSIGNIT CORP
LETTER OPENER GMBH
LEVEL 3 AUDIO VISUAL LLC
LEVEL 3 COMMUNICATIONS
SANSPOT
SANSUI
SANSUN
SANTA FE GROUP
SANTESOFT
SANUS SYSTEMS
SANYO
SAP AMERICA, INC.
SAPIEN TECHNOLOGIES
SAPIENCE ANALYTICS
SapiensIT Consulting GmbH
SAPIENT CORP
SAPPHIRE
SAPRO SYSTEMS
Saramonic
SARATECH
SARITASA LLC
SARTORIUS STEDIM DATA ANALYTICS AB
SAS
SAS INSTITUTE
SASE SHAM INC
SASSAFRAS SOFTWARE INC
SATECHI
SATELLITEFORMS
SATINIOR
SATMAXIMUM
SATOAMERICA
SATORI SOFTWARE
SAUCE LABS
SAUNDERS GROUP INC
SAUNDERS MANUFACTURING
SAUTINSOFT
SAVAGE UNIVERSAL
SAVANCE LLC
SAVANT PROTECTION INC
SAVARI INC
SAVIGENT SOFTWARE INC
SAVIN
SAVISION
SAVOX COMMUNICATIONS INC
Savvius Inc
SAVVY LEARNING SYSTEMS
SAWMILL
SAWTOOTH SOFTWARE INC
SAXONICA
SAXONY
SAYHIRED
SB2 SOFTWARE / MATRIZ SB2
SBE
SBE VISION INC
SBOWER INC
SC ACID MEDIA SRL
SC JOHNSON PROFESSIONAL
SC PIXELMACHINE SRL

Manufacturers, Publishers and Suppliers

Â¿Extreme Broadband Engineering
Â¿GOKU STORE
Â¿VZOBLUESTOP
Â¿Yide Machinery Co. Ltd.
A10 NETWORKS INC.
A1A Software LLC
A2MAC1 LLC
A2Z SUPPLIES LLC
A3J GROUP LLC
A4TECH CO LTD
A7SOFT
a9t9 software GmbH
AA PORTABLE POWER CORP
AACS LA LLC
AADS WORLDWIDE LTD
AAEON ELECTRONICS INC
AAOTOKK
AAP
AAPC
AAR INNOVATIONS
AASTRA TELECOM
AAVID
AAXA TECHNOLOGIES, INC
AAXEON TECHNOLOGIES LLC.
AB DISTRIBUTING
AB SCIEX
AB4D d o o.
ABA MORIAH CORPORATION
ABACO SYSTEM
ABACRE
ABACUS SOFTWARE
ABARCODE SOFTWARE
ABATRON AG
ABB
ABB ENTERPRISE SOFTWARE INC
ABBA TECHNOLOGIES
ABBVIE INC
ABBYY
ABCGOODEFG
ABEAM ANALYTICS PTE LTD
ABEL CINE TECH INC
ABERDEEN
ABILITY ENGINEERING LTD
ABILITYONE
ABIT
ABIWAZY
ABL ELECTRONICS
ABLEBITS
ABLEBRIDGE
AbleCine
ABLECONN
ABLEGRID.COM
ABLENET INC
ABLETON
D-LINE
D-LINK SYSTEMS
DLT SOLUTIONS
DLT SOLUTIONS (ADEPT ONLY)
DLT SOLUTIONS, INC.
DM SOLUTIONS INC
Dmarcian
DMC
DMD AMERICA INC
DME Forensics
DMG MORI USA INC
DMH Software
DMITRIY PRIMOCHENKO
DMITRY STREBLECHENKO, USA
DMOOSE
DMSI INTERNATIONAL
DMSOFT TECHNOLOGIES
DMSUITE
DNASTAR
DNC SOFTWARE LTD
DN-COMPUTING
DNN CORPORATION
DNP IMS AMERICA CORPORATION
DNS MADE EASY
DNSFILTER INC
DNSIMPLE CORPORATION
DNSOFT RESEARCH GROUP
DNSSTUFF.COM
DNU - CISCO PRESS
DNU - EMC INSIGNIA (Use EMC)
DNU - INSTALLAWARE
DNU - Jabra
DNU - LG
DNU - Plantronics
DNU ADD-ON COMPUTER PERIPHERALS
DNU Add-On Products
DNU CALENDLY
DNU GEMALTO
DNU HARMAN
DNU HARMAN INTERNATIONAL
DNU HUAWEI
DNU HUAWEI SYMANTEC TECHNOLOGIES
DNU KASPERSKY LAB, INC.
DNU MICROFOCUS
DNU MICRON TECHNOLOGY
DNU Oculus Rift
DNU QUADROTECH SOLUTIONS INC
DNU TRICENTRIC
DNU ZTE CORPORATION
DNU-DO NOT USE
DNV
DO IT WISE BULGARIA LTD
DO PROCESS SOFTWARE
DOBYSOFT INC
LEVEL 7 TECHNOLOGIES
LEVEL ACCESS INC
LEVEL TWO
LEVELELEVEN
LEVELOPS INC
LEVERAGE INFORMATION SYSTEMS
LEVERAGE TECHNOLOGIES INC
Levi Ray & Shoup Inc
LEVITON TELECOM
LEVO
LEVTON
LEXALYTICS INC
LEXAR MEDIA
LEXICON TECHNOLOGIES, INC
LEXIMATION INC
LEXIP
LEXIPOL
LEXIS-NEXIS
LEXMARK
LEXRAY
LEXTECH INC
LEYI
LEZE
LG
LG CNS AMERICA
LG ELECTRONICS
LG SOFTWARE INNOVATIONS
Li Shin International Enterprise Co
LIAISON SOFTWARE CORP
LIAISON TECHNOLOGIES
LIAN LI
LIANTRONICS
LIBELIUM
LIBELLE AG
Libera Inc
LIBERRWAY
LIBERTY AV SOLUTIONS
LIBERTY CABLE
LIBERTY LABS
LIBERTY TECHNOLOGY SYSTEMS, INC
LIBRARY PASS INC
LIBRATEL, INC.
LIBRESTREAM
LICEL CORPORATION
LICENSE DASHBOARD LTD
LICENSE4J
LicenseCrawler
LicenseLogic
LICENSEWATCH
LICHENGBEI BATTERY TECH CO
LICORSOFT LTD
LIDOR SYSTEMS
LIEBERLEIBER SOFTWARE CORP
LIEBERLIEBER SOFTWARE GMBH
SCADA ENGINE
SCALA BROADCAST MULTIMEDIA
SCALA, INC
SCALABIUM SOFTWARE
SCALABLE DISPLAY TECHNOLOGIES
SCALABLE NETWORK TECHNOLOGIES
SCALABLE SOFTWARE
SCALE CENTER OF ARIZONA
SCALE COMPUTING
SCALE LOGIC
SCALEARC
SCALEBASE INC
SCALED AGILE
SCALEOUT SOFTWARE INC
SCALITY
SCAN WIRELESS
SCANAVENGER
SCAND LLC
SCANDIT INC
SCANIE
SCANLAB AMERICA INC
SCANNEX LLC
Scan-Optics LLC
SCANSHARP
SCANSOFT
SCANSOURCE
SCANSYS CCTV, INC.
SCANTRON
SCANVEC
SCAPA TECHNOLOGIES
SCAPOS
SCATE
SCEPTRE
SCHAEFER
SCHAFFNER HOLDING AG
SCHAUDIN.COM NORTH AMERICA
SCHED LLC
SchedMD LLC
SCHEDULE IT LTD
SCHEDULEVIEW
SCHEMATODOC ENTERPRISES
SCHERRER RESOURCES INC
SCHICK TOIKKA
SCHLAGE RECOGNITION SYSTEMS
SCHLUMBERGER CANADA LTD
SCHLUMBERGER WATER SERVICES
SCHMOOZE COMMUNICATIONS LLC
SCHNEIDER AUTOMATION
SCHNEIDER ELECTRIC SA *DO NOT USE *
Schneider Kreuznach
SCHNEIDER OPTICS
SCHOOLHOUSE OUTFITTERS LLC
SCHOOLOUTLET.COM
SCHRODINGER INC

Manufacturers, Publishers and Suppliers

ABLEWE
ABNORMAL SECURITY CORPORATION
ABOVETEK
ABP INTERNATIONAL, INC.
ABR INDUSTRIES LLC
ABRANTIX
ABS CONSULTING HEADQUARTERS
ABSEIRA LTD
ABSINT
ABSOFT
ABSOLUTE SOFTWARE
ABSORB LMS
Abstract
ABT SOFTWARE SERVICES LTD
ABT TECH PTY LTD
ABTO SOFTWARE
ABUS
ABVENT
ABYSS MEDIA
ABZ INC
AC CONNECTORS
AC INFINITY
AC/DC INDUSTRIES
ACACIA AUDIO
ACADEMY TECHNOLOGIES
ACANO
ACAPELA GROUP
ACASYSTEMS
ACBEL POLYTECH INC.
ACCEDIAN NETWORK
Accela Inc
ACCELATIS LLC
ACCELERATED CONCEPTS, INC.
ACCELERATED TECHNOLOGY
ACCELEREYES
ACCELL
ACCELLION
ACCELOPS INC
ACCELQ INC
ACCELRYS
AccelStor
ACCELTEX SOLUTIONS
ACCENTURE
ACCEO SOLUTIONS INC.
ACCESS CONTROL DEVICES INC
ACCESS HARDWARE SUPPLY
ACCESS I/O PRODUCTS
ACCESS INTERFACING SOLUTIONS
Access IS
ACCESS IT GROUP
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DESIGN SCIENCE
DESIGN SIMULATION TECHNOLOGIES
DESIGN WORKSHOP TECHNOLOGIES INC.
DESIGNERVISTA SOFT LLC
DESKCAMERA BALTIC OU
Desklab
DESKO
DESKOVER
DESKPRO LTD
DESKSHARE
DESKTOP AUTHOR
DESKTOPALERT
KORENIX TECHNOLOGY CO., LTD
KORES OFFICE PROFESSIONAL USA INC
KORE-TEK
KORZH
KOSS
Kotem Hungary Ltd
KOUTECH
KOVAI LIMITED
KOVAIR SOFTWARE INC
KOVIA
KPIT medini Technologies AG
KRAFT KENNEDY & LESSER INC
KRAMER ELECTRONICS, LTD.
KRAMER SCIENTIFIC
KRATRONIC
Kreatiives
KRELL SOFTWARE
KRENGEL TECHNOLOGY INC.
KREPLACEMENT
Krisdonia
KRISP TECHNOLOGIES INC.
KRK SYSTEMS
KRKSOFT
KROGER
KROLL ONTRACK INC
KROMTECH ALLIANCE
KRONOS INC.
Kroser
KROWN MANUFACTURING
KROY
KRUSE ANALYSIS INC
Kryon Systems
KSM CONSULTING LLC
KSOFT
KS-SOFT
KSW KINGDO
KT&C
K-TEK
KTI NETWORKS
ktMINE
KUB
KUBECOST
KUBISYS INC
KUBIT USA
KUBOTEK USA INC
KuCharm
KUDELSKI SECURITY
KUDO Inc.
KUDOBOARD LLC
KUMANTECH
KUPTONE
KURMI
Kurzweil Education
KURZWEIL EDUCATION SYSTEMS
ROCKWELL SOFTWARE INC.
ROCKY MOUNTAIN RAM
ROCSCIENCE
ROCSTOR
RODE MICROPHONES LLC
RODECASTER
Rodel Interactive North America, LL
ROD-L ELECTRONICS, INC.
RODNEY WILLIAM MACH DBA HIPERLOGIC
RODOPI SOFTWARE
RODYN VIBRATION ANALYSIS INC
RODYPOLIS LLC
ROGER NELSON DBA MOTIONWERX
rogers communications
ROGUE AMOEBA
ROGUE WAVE SOFTWARE
ROHDE & SCHWARZ
ROHN PRODUCTS INTERNATIONAL L.C.
ROK Technologies
ROKU, LLC
ROLADA
ROLAND CORP
ROLAND DGA CORPORATION
ROLANSTAR
ROLLBAR INC.
ROLLO
ROLLS CORPORATION
ROLODEX
ROLTA INTERNATIONAL INC
RON TURLEY ASSOCIATES, INC
RONCO SPECIALIZED SYSTEMS INC
RONS PLACE SOFTWARE
ROOCASE
ROOFULL
ROOKERY SOFTWARE LTD
ROOP
ROOST
ROSCO LABORATORIES
ROSE ELECTRONIC
Rose Silver Software LLC
ROSETTA STONE (DNU)
ROSETTA TECHNOLOGIES
ROSEWILL
ROSS VIDEO
ROSSLARE SECURITY PRODUCTS INC
ROTARUA LTD
Rotating Machinery Analysis Inc
ROTH TECHNOLOGIES LLC
ROTRONIC INSTRUMENT CORP
ROTTAY
ROUTERSWHOLESALE
ROUTESMART TECHNOLOGIES INC
ROVE MOBILE
ROVTOP
ZEON CORPORATION
ZEPHYR ASSOCIATES, INC.
ZEPHYR CORP
Zeplin, Inc.
ZEPOL PRODUCTIONS INC
ZEPOL PRODUCTIONS INC.
ZERENE SYSTEMS
ZERO CONNECT
ZERO FOX INC
ZERO G SOFTWARE
ZERO GRAVITY
ZERO HEIGHT
ZEROBOUNCE
ZEROCONNECT
Zeronorth
ZEROTURNAROUND
ZEROWAIT CORPORATION
ZERTO
ZESHUO
Zetakey Solutions Limited
ZETETIC LLC
Zetta
ZETX Inc.
ZEUS TECHNOLOGY LTD
ZEVENET
ZEVRIX
Zewa Medical Technology
Zexmte
ZGO TECHNOLOGIES
ZHEN JIA
ZHIYO
ZHIYUN
ZHONE TECHNOLOGIES, INC.
ZIBIZ CORP
ZIDOO TECHNOLOGY LIMITED CO LTD
ZIDSOFT CONSULTING
ZIENA OPTIMIZATION INC
ZIFTEN TECHNOLOGIES , INC
ZIGI WAVE AD
ZIGNAL LABS INC
ZIMBRA, INC.
ZIMPERIUM
ZIMUSOFT
ZINALI, LLC
ZINGCHART
ZINGTREE INC
ZINMARK.COM
ZINSTALL.COM
ZIOTEK
ZIP CODE DOWNLOAD
ZIP-CODES.COM
ZIPCODEWORLD
ZIPCORES ELECTRIC SYSTEMS ENGINEER
ZIPFLOW

Manufacturers, Publishers and Suppliers

DESKTOPSTANDARD CORP
DESTA
DESTRUCTDATA INC.
DET NORSEKE VERITAS
DET NORSKE VERITAS (U.S.A) INC
DETEX CORP
DETONG TECHNOLOGY LTD
DETROIT PACKAGING CO
DETTO
DEV2DEV SOFTWARE
DEVALDI LTD
DEVART
DEVCENTRICS
DEVCOMPONENTS
DEVELOPER EXPRESS
DeveloperPLUS
DevENTERPRISE SOFTWARE Pty Ltd
DEVEXPRESS
DEVIALET
DEVICE42
DEVICELOCK USA
DEVICETRUST GMBH
DEVINAL
DEVJET SOFTWARE
DEVMADS LTD
DEVMO
DEVO TECHNOLOGY INC
DEVOLUTIONS INC
DEVON IT
DEVON TECHNOLOGIES
DEVSCOPE
DEVSENSE
DEVSENSE S.R.O.
DevSoft Baltic
DEVTICA S R O
DEWALT INDUSTRIAL TOOL CO.
DEWENWILS
DEXA SYSTEMS
DEXON USA
DEXPOT GBR
DEXTRONET
DF/NET RESEARCH INC
DFI
DFR SOLUTIONS LLC
DG LOGIK INC
DGMR Software BV
DH INSTRUMENTS INC
DH2I
DHLSOFT
DHTMLX
DIABLO ANALYTICAL
DIABLOTEK INC
DIAGNOSTIC INSTRUMENTS
Diagnosticlink
KUTOOLS
Kuvacode Oy
KUZY
KVH INDUSTRIES
KVISOFT CO, LTD
KVM SWITCHES ONLINE LLC
KWIKBOOST
KWIKOOL (DIVERSITY IND)
KWIZCOM
KWMOBILE
Kwoksys
KWORLD COMPUTER CO.
KWUMSY
KXT
KYASI
KYE INTERNATIONAL
KYOCERA
KYPIPE LLC
KYVOS INSIGHTS INC
L&E MOBLIE MOUNTS
L.H. DOTTIE COMPANY
L0PHT HOLDINGS LLC.
LAB ASPRISE
LAB COMPUTERS
LAB GRUPPEN
LAB PARTNERS ASSOCIATES, INC.
LAB126
LABAIDER
LABCENTER ELECTRONICS
LABEL ACCESSORIES, INC.
LABELMASTER
LABELMATE
LABELRANGE
Labels Direct
Labeltac
LABELVIEW
LABF
LABOR SAVING DEVICES
LABTAM
LABTEC ENTERPRISES
LABTECH SOFTWARE
LABVANTAGE SOLUTIONS INC
LABWARE INC
LACDO
LACIE LTD
LA-CO INDUSTRIES
LACONIC DESIGNS
L-ACOUSTICS
LAE Software
Laguna 2 - Belkin Refurbs
Laguna 2 - NETGEAR Refurbs
LAHEY COMPUTER SYSTEMS
Laird Digital Cinema
LAIRD PLASTICS
ROWBYTE
ROWLEY ASSOCIATES LIMITED
ROXFIT
ROXIE
ROXIO
ROYAL APPLICATIONS
ROYAL BOX GROUP
ROYAL CONSUMER
ROYAL MAIL GROUP PLC
ROYAL RENDER
ROYAL SOVEREIGN INTERNATIONAL, INC.
ROYCHE
RPI CONSULTANTS
RPOST
RPR WYATT
RPS GROUP USA
R-QUEST TECHNOLOGIES, LLC
RRR SCANDINAVIA AB
RS SOFTWARE
RS SOFTWARE.NET
RS2 TECHNOLOGY GROUP INC
RSA SECURITY
RSC EQUIPMENT RENTAL, INC.
RSMEANS
RSPEED INC
RSSBUSS INC.
RStudio
RSUPPORT CO LTD
RSUTDIO, INC
RT SYSTEM
RTCOM USA, INC.
RTI INTERNATIONAL
RTO SOFTWARE INC
R-TOOLS TECNOLOGY INC.
RTT USA INC
RTTD LTD
RUAEODA
Rubber Monkey Software
RUBBERFEET.US
RUBBERMAID
RUBICON COMMUNICATIONS
RUBRIK
RUBU
RUCKUS WIRELESS
RUGGARD
RUGGED DEPOT, LLC
RUGGED NOTEBOOKS
RUKO
RUMBLE INC
RUNDECK
RUNDOWN CREATOR INC
RUNE LUND-HERMANSEN
RUNECAST SOLUTIONS LTD
RUNNER TECH
ZIPINFO
ZIPKORD SOLUTIONS
ZippSlip
ZIPPY TECHNOLOGY CORP
Zipstorm
ZIVARO
ZIVELO INC
ZIX CORP
ZIX CORPORATION
ZIZO
ZJ BOX
ZJMEDIA DIGITAL TECHNOLOGY LTD
ZK CHATS
Zkteco
ZKTECO USA
ZL
Z-Lock
ZMAGS CORP
ZMBROLL
ZMICRO
ZMODO TECHNOLOGY CORPORATION
ZMT COMUNICACOES E TECNOLOGIA LTDA
ZMT Zurich MedTech
ZMUIPNG
ZNITRO
ZOEGAA
ZOHNO INC
ZOHO CORPORATION
ZOIPER
ZONA TECHNOLOGY INC
ZONATHERM PRODUCTS INC
ZONET
ZONIT STRUCTURED SOLUTIONS LLC
ZOOK Software
ZOOM
ZOOM CORPORATION
ZOOM INTERNATIONAL
ZOOM TELEPHONICS
Zoom Video Communications Inc
ZOOMASH LTD
ZOOMCHARTS
ZOOMDATA
ZOOMER ANALYTICS GMBH
ZOOMERANG
ZOOMIFY
ZOOMSWITCH
ZOOMTEXT
ZOPIM TECHNOLOGIES PTE LTD
ZORN SOFTWARE
ZORO
ZOTAC USA INC.
ZPE Systems, Inc.
ZPLANE.DEVELOPMENT
ZS ASSOCIATES

Manufacturers, Publishers and Suppliers

DIAL PROFESSIONAL
DIALOGIC
DIAMOND HEAD ASSOCIATES
DIAMOND LAMPS
DIAMOND LIGHT SOURCE LTD
DIAMOND MULTIMEDIA
DIAMOND VISIONICS
DIASOFT INC
DICENTRAL CORPORATION
DICKSON
DICOTA
DICTAPHONE
DICTRAN
DIDISOFT
Diffblue
DIFFENGINEX LLC
DiffPlug LLC
DIFFRACTION LIMITED
DIGDB
DIGI EFFECTS
DIGI INTERNATIONAL
DIGIARTY SOFTWARE
DIGIBOARD
DIGICARD SVCS ID PRODUCT SOLUTIONS
DIGICERT INC
DIGICON
DIGI-DATA CORPORATION - COLORADO
DIGIDESIGN
LAIRD TECHNOLOGIES
Laiya Consulting
LAKES ENVIRONMENTAL CONSULTANTS INC
LAKES ENVIRONMENTAL SOFTWARE
LAKESIDE SOFTWARE
LAKESIDE SOFTWARE INC
LALKONS
LAMBDA LABS INC
LAMBDA RESEARCH
LAMICALL
LAMINAR RESEARCH
LAMINEX
Lamprey LLC
LAN CABLES DIRECT
LAN POWER
LANCAST NETWORKS
LANCHER
LANCOPE INC
Land Seismic Noise Specialists
LandAirSea Systems
LANDESK
LANDGUARD SOLAR EQUIPMENT SOLUTIONS
LANDING ZONE
LANDIS COMPUTERS
LANDLORDMAX
LANDMARK GRAPHICS CORPORATION
LANDMARK METALS
LANERGY SOLUTIONS
RUNNUR
RUNSCOPE INC
RUNTIME SOFTWARE
RUNTIME TECHNOLOGIES LLC
RUSHFORTH PROJECTS
RUSS BASSETT
RUSSOUND
RUSTED DREAMS
RUSTEMSOFT
RUSTICI SOFTWARE LLC
RUTHERFORD CONTROLS INT'L CORP.
RUWIDO
RVS Systems
RYACO
RYBOZEN
Rycote Microphone Windshields Ltd
RYOBI AMERICA
RYOBI SYSTEMS SOLUTIONS
S & M COMMUNICATIONS LLC
S N J Solutions
S.C. EVERCODER SOFTWARE SRL
S.I. TECH
S.P. RICHARDS
S2 SOLUTIONS
S3 BROWSER
S4I SYSTEMS INC
SA International
SÂ² Solutions
ZSA TECHNOLOGY LABS INC
ZSCALER INC
Z-SPACE TECHNOLOGIES INC
zSpace, Inc.
ZSXP
ZTE CORPORATION
ZTHY TECH INC
ZTOTOPCASES
ZUGU CASE
ZUKEN USA INC (AMERICAN HQ)
ZUMASYS
ZURAGON TECHNOLOGIES LTD
ZUTUBI
ZUZO
ZVETCO BIOMETRICS, LLC
ZY COMPUTING
ZYLAB
ZYLO INC
ZYLOX
Zymbit Inc
ZYME SOLUTIONS INC
ZYMEWIRE
ZYNAMICS
ZYNAPTIQ
ZYXEL
ZyXEL Communication Corp
ZZEE TOOLS CORPORATION
ZZZ PROJECTS INC

Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE

D-U-N-S Number: 87-638-3589
Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America
Web: www.insight.com
Endorsement: cxperalt@insight.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	78	3 days beyond terms
Delinquency Score	↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating		1 2 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22

1

High Risk (120+) — Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

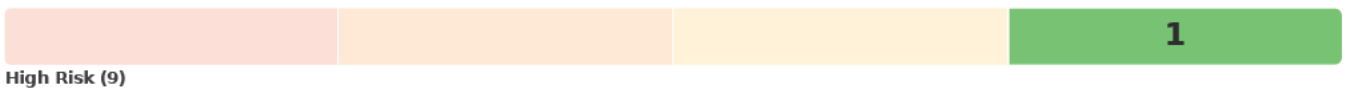
D&B PAYDEX - 3 MONTHS



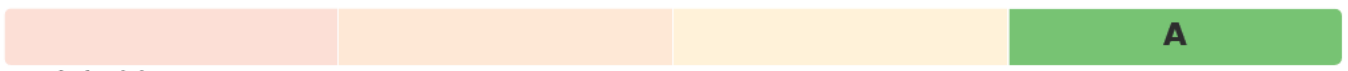
3 days beyond terms

VIABILITY RATING SUMMARY

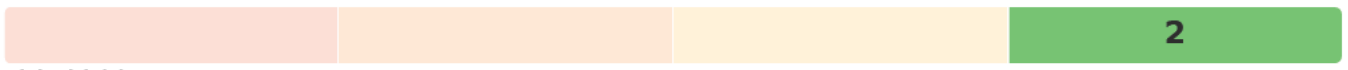
Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE

D-U-N-S 87-638-3589	**Mailing Address** UNITED STATES	**Annual Sales** 9,436,113,000
Legal Form Corporation (US)	**Telephone** +1 (480) 333-3000	**Net Worth** 1,509,227,000
History Record Clear	**Website** www.insight.com	**Employees** 11,006
Date Incorporated 06/04/1991	**Present Control Succeeded** 1988	**Age (Year Started)** 34 Years (1988)
State of Incorporation DELAWARE		**Named Principal** Kenneth T Lamneck, PRES-CEO
Ownership		**Line of Business**

Public: NSIT(NGS)

Computer related services

SIC

73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America





STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

44

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends

△ FAILURE SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

79

High Risk (1) Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends

△ DELINQUENCY SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◌ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

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- Medium risk of late payment (Average 30 days or less beyond terms)
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D&B 3 MONTH PAYDEX

78

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Industry Median 78
Equals 3 Days Beyond Terms

Industry Median 78
Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◯ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

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SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

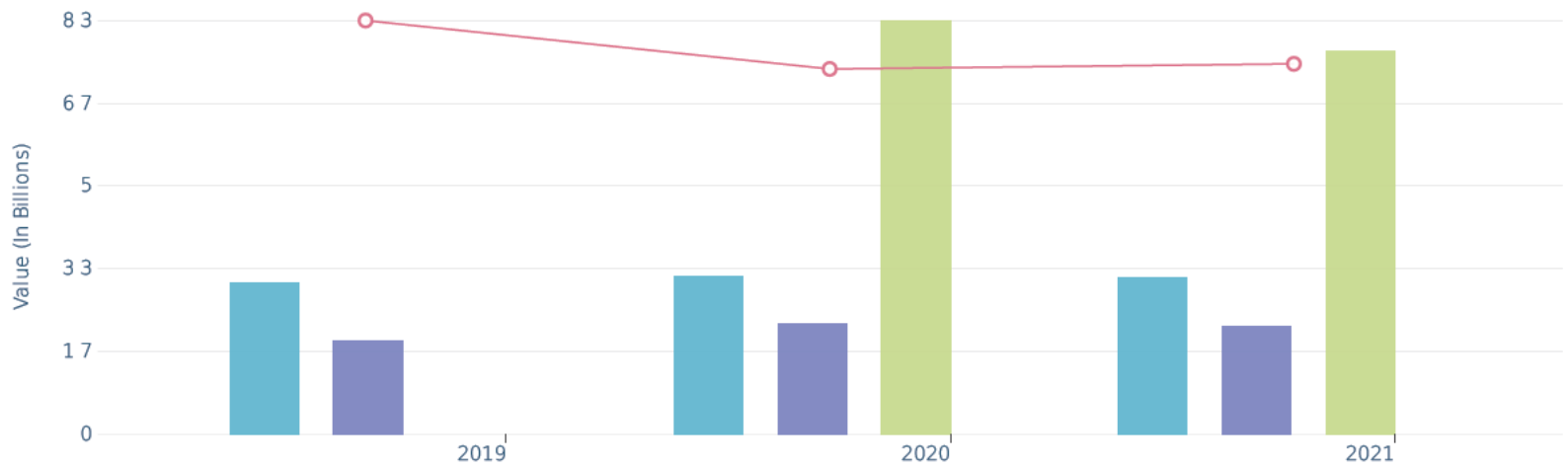
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	1.42	1.43	1.62
Quick Ratio	1.21	1.26	1.39
Current Liabilities to Net Worth (%)	166.66	165.93	162.33

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

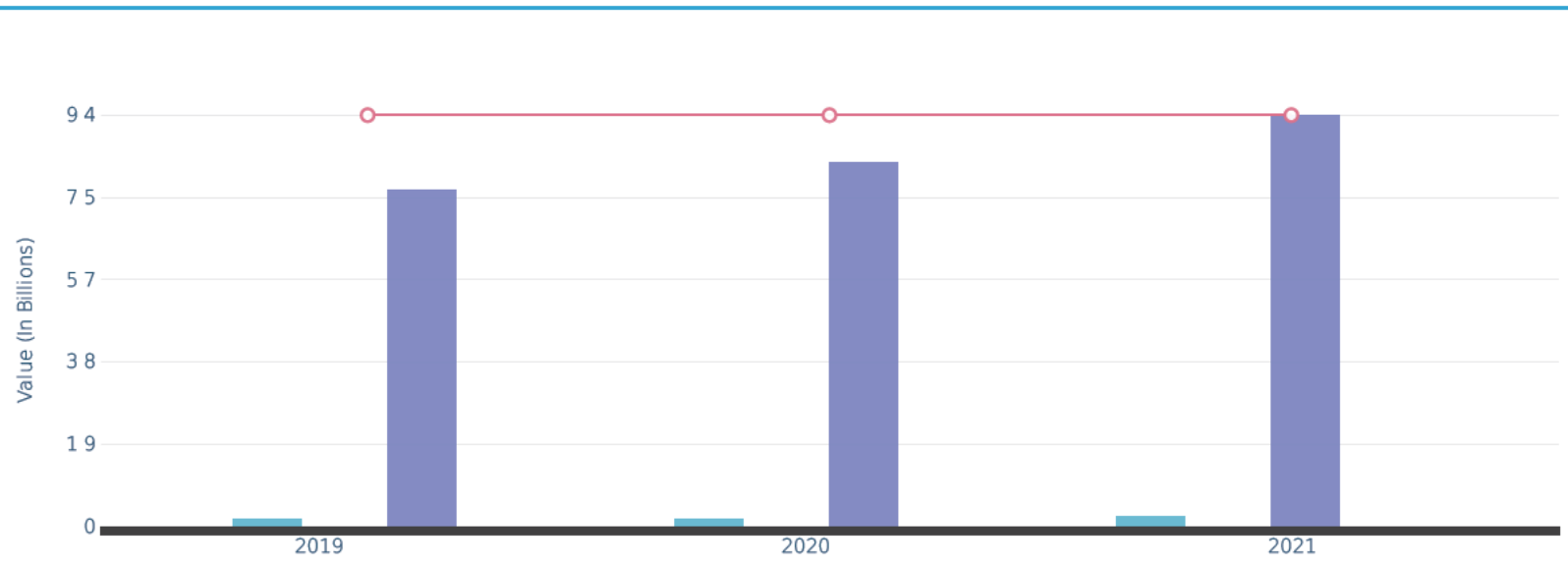
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



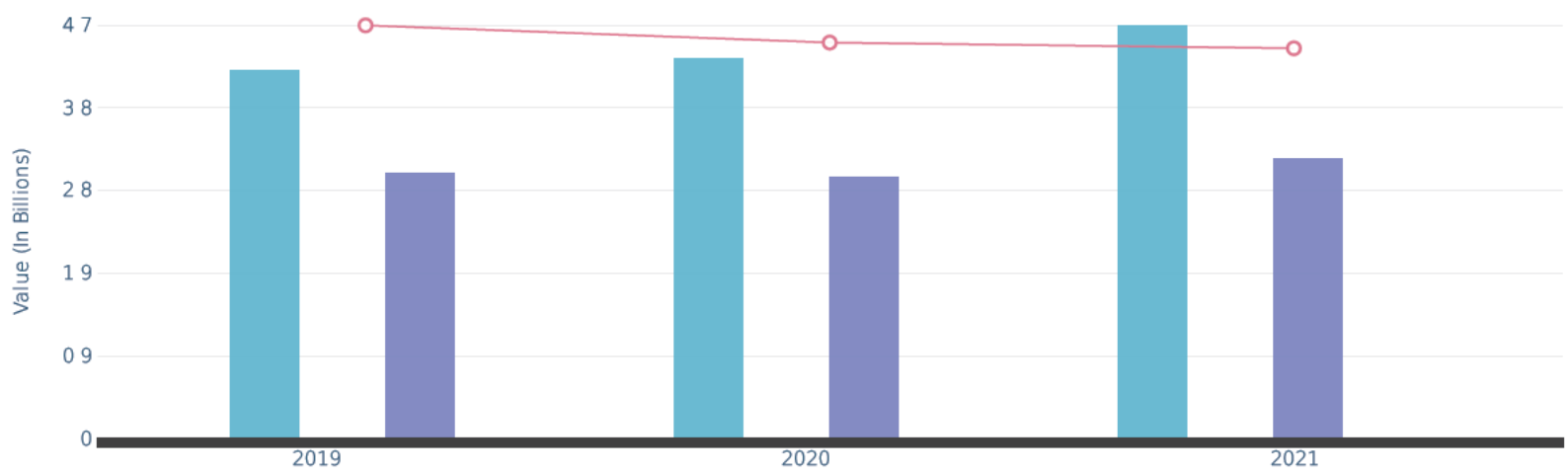
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

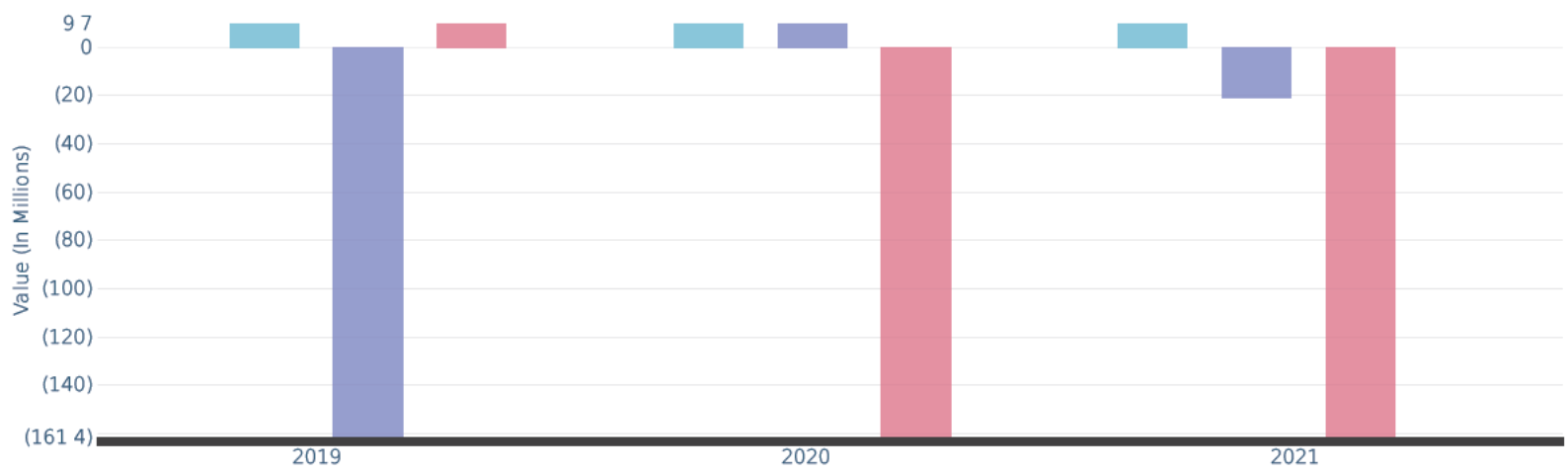
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

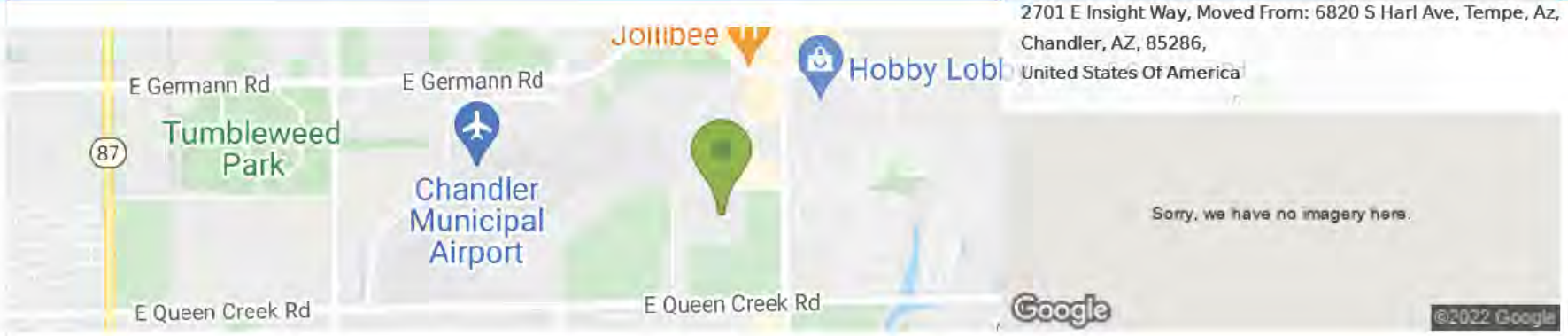
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information

Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

Official contract:
Technology Products, Services, Solutions, and Related Products and Services

Contract number:
4400006644

Start date:
May 1, 2016

Current end date:
April 30, 2023
Competitively solicited through Fairfax County, VA (Lead Public Agency)

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K–12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers



Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team



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Insight PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser — Global Compliance Officer
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

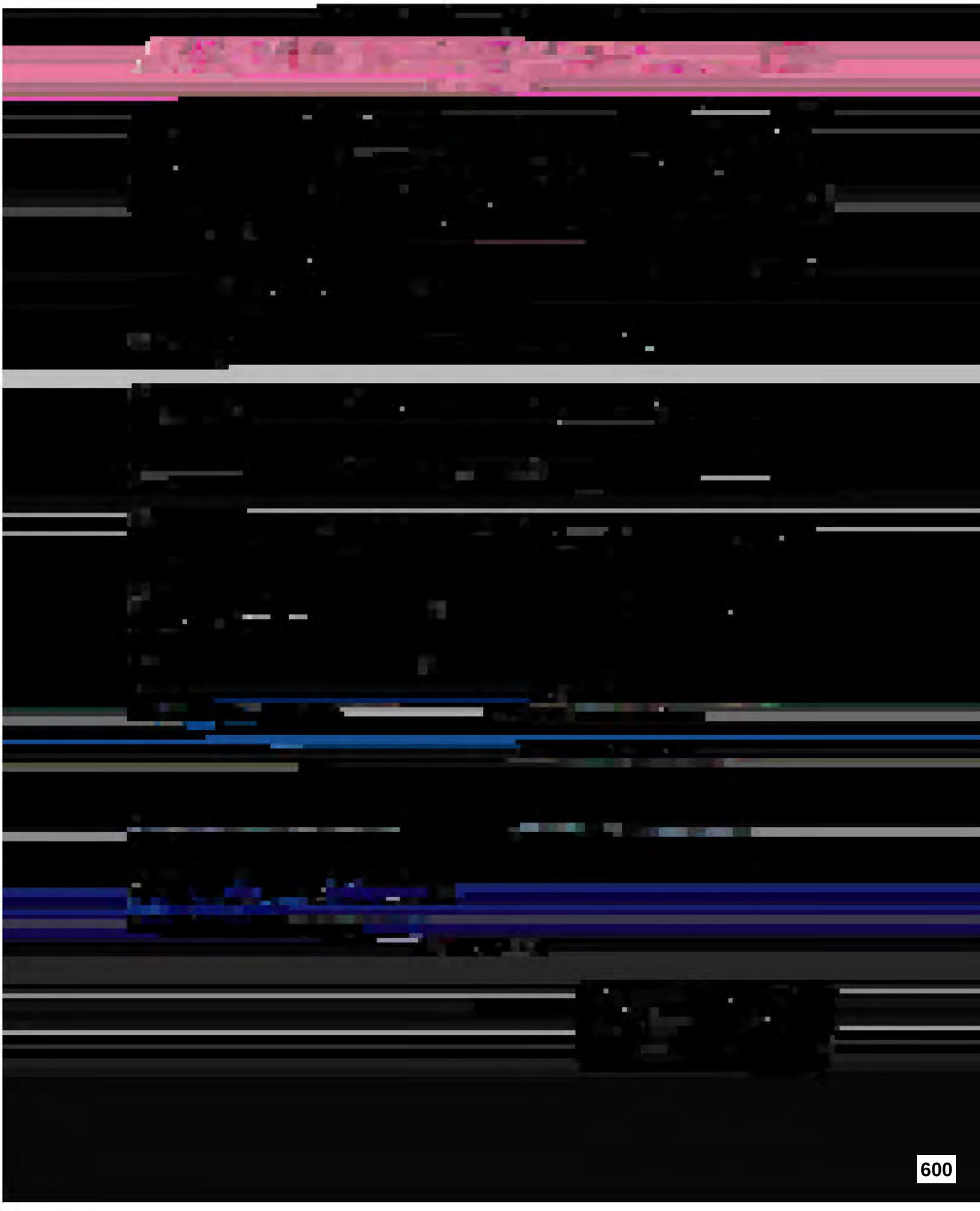


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Insight Public Sector, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative:

Date: October 10, 2022

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

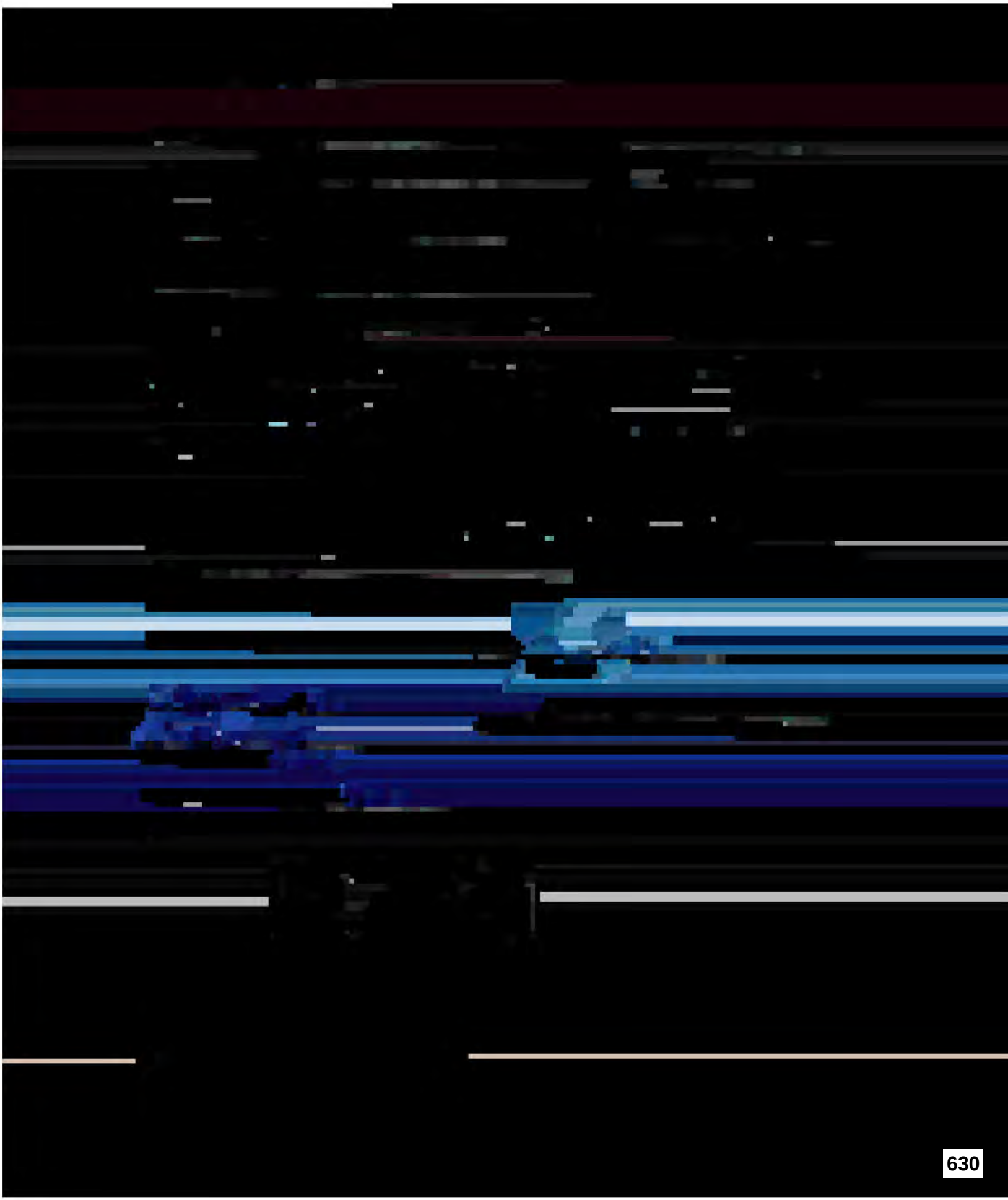
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein. are complete and correct to the best of my knowledge and belief.

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

Version August 19, 2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Lisanne Steinheiser (Printed Name) | Global Compliance Officer (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

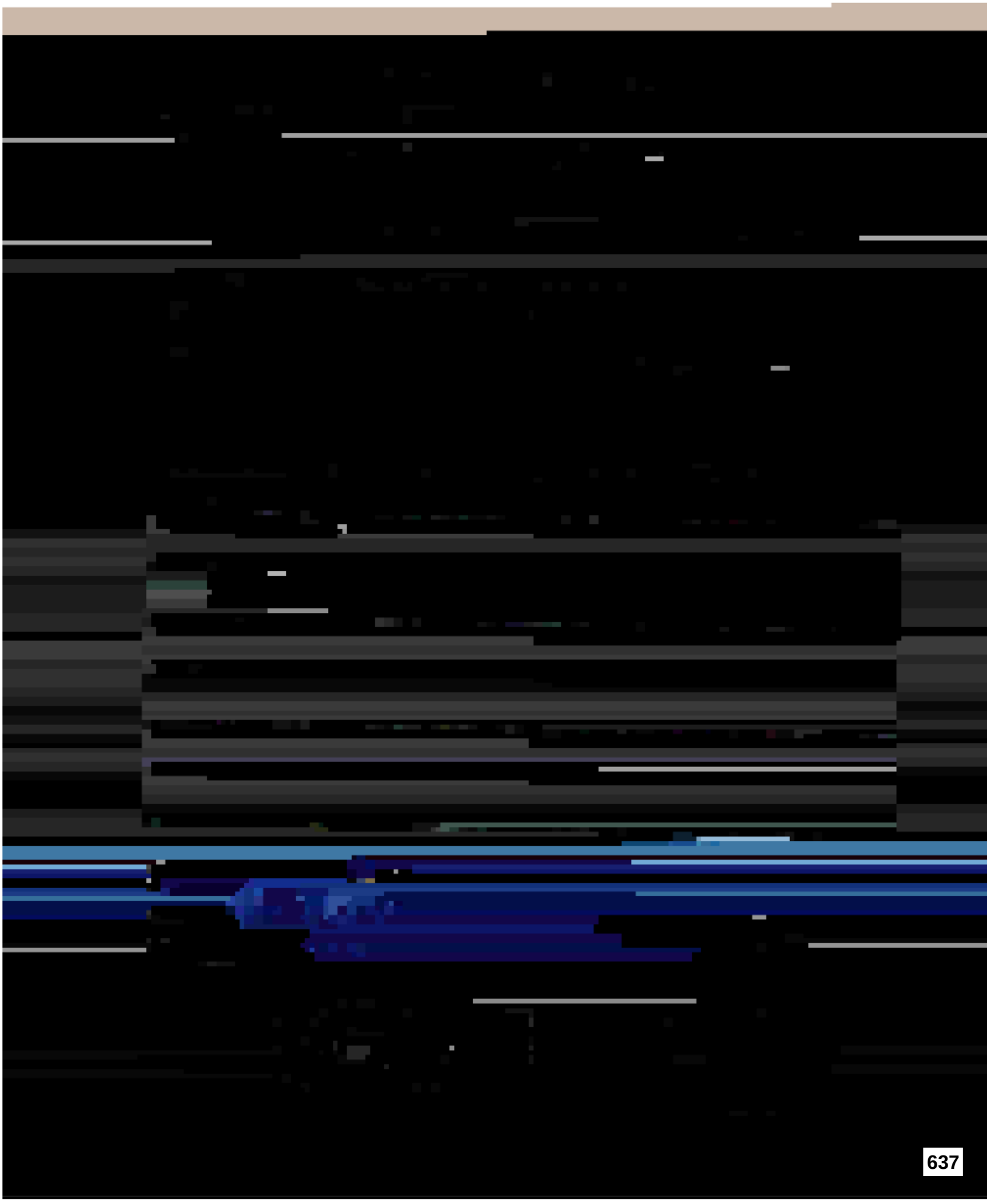
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date 10/05/2022

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature: Date: October 5, 2022



DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature October 5, 2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

Version August 19, 2022

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Feb 20, 2024

Bid/Contract/PO #:

Company Name: Insight Public Sector, Inc.	Company Contact: Bob Erwin
Contact Phone: 480-366-7058	Contact Email: Bob.Erwin@Insight.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: Lisanne Steinheiser

Title: Global Compliance Officer

Date: Feb 20, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0019-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.C.3.

AWARDING RESOLUTION TO CDW GOVERNMENT LLC PO 924008 FOR A CROWDSTRIKE RETAINER SERVICE AGREEMENT PER STATE OF ILLINOIS JPMC CROWDSTRIKE PRODUCTS CONTRACT CMT22272200 (TOTAL AMOUNT: $46,800.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for the citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Procurement Purchase Order Requisition 924008 to CDW Government LLC for a CrowdStrike Services Retainer agreement per State of Illinois JPMC CrowdStrike Products Contract CMT22272200. The contract period will run from April 13, 2024 to April 12, 2025. The total amount of the contract is $46,800.00.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924008, dated February 13, 2024, covering said, CrowdStrike Retainer services, be, and is hereby approved by the DU PAGE ETSB to CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061, for a total amount of $46,800.00.

Enacted and approved this 13th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Feb 13, 2024

MinuteTraq (IQM2) ID #:

Vendor: CDW Government LLC	**Vendor #:** 10667	**Contract Term:** One year	**Contract Total:** $46,800.00
Dept: ETSB	**Contact:** Eve Kraus	**Phone:** 630-550-7743	**Assigned Committee:** ETSB

Description of Procurement/ Scope of Work/ Background	Recommendation for approval Purchase Order 924008 to CDW Government LLC for a CrowdStrike Services Retainer agreement per State of Illinois JPMC Crowdstrike Products Contract CMT22272200. The Tier 1 agreement is for 110 hours and will cover the period from April 13, 2024 through April 12, 2025. Total Contract: $46,800.00.
Reason for Procurement	Having a retainer services agreement allows for rapid engagement of technical professional services for cyber security breach assistance in order to mitigate the situation immediately and restore 9-1-1 services as promptly as possible.

FUNDING SOURCE

☒ Procurement budgeted for (FY and budget code(s)): FY24 25 4000-5820-53090

☐ Budget Transfer (Date) _____ Add'l Information _____

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # _____ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # _____ ☐ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☒ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

☒ Under Government Joint Purchasing Act (30ILCS525) select one below

State of Illinois - Master Contracts # JPMC Crowdstrike Products Contract CMT22272200

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # _____ (include Evaluation Summary if applicable)

☐ RENEWAL OF RFP # _____

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBILE, BID # _____

PREPARED BY AND APPROVAL(S) (Initials Only)

ek	Jan 25, 2024	LMZ	Jan 25, 2024	N/A	
Prepared By	Date	Recommended for Approval	Date	IT Approval, *if required*	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date 2/26/2024
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Purchase Requisition
Procurement Services Division

Date: Feb 13, 2024
MinuteTraq (IQM2) ID #:
Department Req #: 924008
RFP, Bid or Quote #:

Send Purchase Order To:			Send Invoices To:		
Vendor: CDW Government LLC	Vendor #: 10667		Dept: DuPage ETSB	Division:	
Attn: Meagan McKone	Email: meaganm@cdwg.com		Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov	
Address: 230 N. Milwaukee Ave.			Address: 421 N County Farm Rd.	Room:	
City: Vernon Hills	State: IL	Zip: 60061	City: Wheaton	State: IL	Zip: 60187
Phone:	Fax:		Phone: 630-550-7743	Fax:	

Send Payments To:			Ship To:		
Vendor: CDW Government LLC	Vendor #: 10667		Dept: DuPage ETSB	Division:	
Attn:	Email:		Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov	
Address: 75 Remittance Drive, Suite 1515			Address:	Room:	
City: Chicago	State: IL	Zip: 60675	City:	State: IL	Zip:
Phone:	Fax:		Phone:	Fax:	

Payment Terms	F.O.B.	PO 20 Delivery Date	Requisitioner
PER 50 ILCS 505/1	Destination		

Use for	Contract Administrator	Contract Start Date	Contract End Date	Use for
PO25 only	Eve Kraus	Apr 13, 2024	Apr 12, 2025	PO25 only

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Dept #	Acctg Unit	Acct #	Sub-Accts and/or Activity #	Unit Price	Extension
1	1	EA	PSO.RTR.FEE.12M	CrowdStrike 1YR IR Retainer	24 25	4000	5820	53090		2,250.00	2,250.00
2	110	HR	NR.PSO.ENT.CROF.12M	CrowdStrike 12-Month Professional Services - Custom Prepaid Retainer Order	24 25	4000	5820	53090		405.00	44,550.00
										Requisition Total	$ 46,800.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order) **:**

Per Quote NSSR192.

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order) **:**

Please return PO to ETSB to send to the vendor.

User Department Internal Notes (these comments will NOT appear on the Purchase Order) **:**

This is a service, nothing will be shipped.

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 13, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 924008

Requesting Department:	DuPage ETSB	Department Contact:	Eve Kraus
Contact Email:	etsb911@dupagecounty.gov	Contact Phone:	630-550-7743
Vendor Name:	CDW Government LLC	Vendor #:	10667

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Recommendation for approval Purchase Order 924008 to CDW Government LLC for a CrowdStrike Services Retainer agreement per State of Illinois JPMC Crowdstrike Products Contract CMT22272200. The Tier 1 agreement is for 110 hours and will cover the period from April 13, 2024 through April 12, 2025. Total Contract: $46,800.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

DuPage ETSB has a CrowdStrike monitoring services license offered through the State at no cost. In 2021, the Tech Focus Group recommended augmenting services to include the Retainer through CrowdStrike for cyber attack mitigation and assistance. This service was first procured in FY22-23 to provide professional technical assistance in the event of a cyber security breach to the 9-1-1 System network and recommends continuing the retainer agreement for FY24-FY25 ensures ETSB assistance in the event of a cyber attack.

Strategic Impact

Customer Service

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This is a renewal of a retainer service agreement which allows for rapid engagement if/when cybersecurity assistance is needed. This type of service ensures that technical assistance is immediately available and not delayed by the procurement process. A retainer is also more cost effective than time and material services where the wait time for such services would be detrimental to the delivery of 9-1-1.

Source Selection/Vetting Information - Describe method used to select source.

In 2021, a master contract was negotiated by the State of Illinois Department of Innovation and Technology, and allows ETSB to utilize the contract through joint purchasing as a governmental unit. The contract for CrowdStrike Retainer services between the State and CDWG was executed on February 25, 2022. A quote was obtained through CDWG referencing the master contract (JPMC Crowdstrike Products Contract CMT22272200) at a cost of $46,800.00 for one (1) year.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Approve Purchase Order 924008 to allow for the service agreement.
2. Deny Purchase Order 924008 and the system have to contract professional outside technical assistance in the case of a breach delaying critical services to mitigate a breach and restore services.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

This is a budgeted expense and sufficient funds exist in FY24-25 in 4000-5820-53090 in the amount of $50,000.00.

STATE OF ILLINOIS
CONTRACT
Illinois Department of Innovation and Technology
JPMC Crowdstrike Software Products
CMT22272200

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes
X No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

X Yes (IPG Certifications and Disclosures including FORMS B)
☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
CONTRACT
Illinois Department of Innovation and Technology
JPMC Crowdstrike Software Products
CMT22272200

VENDOR

Vendor Name: CDW Government LLC	ALL NOTICES TO: Address: 230 N Milwaukee Avenue, Vernon Hills, IL 60601
Signature:	Phone: (866) 339-3642
Printed Name: Click here to enter text. Dario Bertocchi	Fax: (312) 705-8248
Title: Click here to enter text. Director, Program Sales	Email: michmus@cdwg.com
Date: Feb 3, 2022	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Innovation and Technology	Phone: Click here to enter text.
Street Address: 120 West Jefferson Street	Fax: Click here to enter text.
City, State ZIP: Springfield IL 62702	
Official Signature:	Date: 2/25/22
Printed Name: Jennifer Ricker	
Official's Title: Acting Secretary	
Legal Signature:	Date: 2/25/22
Legal Printed Name: Matthew Runyen	
Legal's Title: General Counsel	
Fiscal Signature:	Date: 2/25/2022
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

Reviewed as to legal clause sufficiency:
ALM 2/9/2022

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-448DOIT-SEC44-B-22722
- Project Title: JPMC CrowdStrike Software Products
- Contract #: CMT2227220
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #:
- BidBuy / Bulletin Publication Date:
- Award Code:
  - Subcontractor Utilization? ☐ Yes ☐ No Subcontractor Disclosure? ☐ Yes ☐ No
  - Funding Source:
  - Obligation #:
  - Small Business Set-Aside? ☐ Yes ☐ No Percentage:
  - Minority Owned Business? ☐ Yes ☐ No Percentage:
  - Women Owned Business? ☐ Yes ☐ No Percentage:
  - Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
  - Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **GOAL:** The Illinois Department of Innovation and Technology ("DoIT"), in cooperation and agreement with Chief Procurement Officer for General Services, is executing a multi-year, Joint Purchase Master Contract (JPMC) with a CrowdStrike authorized reseller that can provide Enterprise Licensing Agreement for all CrowdStrike products, offered in the CrowdStrike Offerings Catalog (including but not limited to software, support/maintenance services, etc., to be available to all governmental units and qualified not-for-profit agencies).

1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** Vendor shall provide CrowdStrike Products on an as needed, if needed basis.

Any Vendor terms and conditions on the Vendor's ordering document(s) shall not apply to the contract or any orders against it. For each order, the governmental unit or qualified not-for-profit agency shall be solely responsible for all payments or other applicable obligations or disputes that may arise related to the order. DoIT shall have no obligations or responsibilities related to orders placed by other governmental units or qualified not-for-profit agencies. Nothing in this contract or elsewhere, including in any non-State approved forms, shall create any obligation to purchase, and make payments on, any products or services offered hereunder.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. All governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of this contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

1.3. MILESTONES AND DELIVERABLES: N/A

1.4. VENDOR / STAFF SPECIFICATIONS: Vendor shall remain an authorized reseller of CrowdStrike products throughout the term of this contract and provide pre- and post-sales support where applicable.

1.5. TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling.

1.6. SUBCONTRACTING

Subcontractors are not allowed.

1.6.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This Contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed: N/A

Value of services performed at this location: N/A

- Location where services will be performed: N/A

  Value of services performed at this location: N/A

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing in the format shown below is based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Vendor's Percentage Discount (%) off the Manufacturer Suggested Retail Price (MSRP) is valid for the initial term.

	Product Categories	Percentage Discount off MSRP		
1	CrowdStrike Product Licensing (To include SaaS)	20%		
2	CrowdStrike Maintenance/Support	20%		
3	CrowdStrike Training	10%		

Sum of Total Weighted Scores	

Vendor's link to portal that includes CrowdStrike's MSRP price is:
https://www.cdwg.com/shop/custompages/default.aspx?CustomPageKey=E2098D87624541EDB8175E9FA617C981

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 **EXPENSES ALLOWED:** Expenses are not allowed.

2.4 **DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Percentage Discount off MSRP as shown in Table 2.1.2

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Agency Formula for Determining Renewal Compensation: N/A

2.5.2.2. Vendor's Price for Renewal(s): N/A

2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed $N/A without a formal amendment.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term beginning upon last date of execution for a term of ten (10) years.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: This Contract does not have any renewal options available.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.4 OTHER TERMINATION: The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

3.5 SUSPENSION: The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

3.6 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20- 60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when

required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*http://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice the respective governmental unit or qualified not-for-profit agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT**: This Agreement shall not be assigned by either party, and any purported assignment without such consent of the other party, shall be void. However, in no instance will this limit the State's right to transfer ownership or management of this Agreement between State entities.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names

and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

4.5 TIME IS OF THE ESSENCE: Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that

or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in a non-proprietary format, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such

work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of claims brought by a third party for (a) any breach or violation by Vendor of any of its certifications, (b) death or injury to any person, damage to any real or tangible personal property, resulting in whole or in part from Vendor's negligent performance of its obligations under this contract, and (c) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party subject to the Master Service Agreement between the State and CrowdStrike attached hereto. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. In the event of liability other that the indemnifications outlined above incurred by the Vendor or State, the full extent of such damages will not exceed three times (3x) the value of the order giving rise to the claim.

10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall maintain adequate technical and administrative safeguards desired to ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access), as to any State content or data stored on CDW GOVERNMENT LLC's systems. Notwithstanding anything to the contrary in this contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State's data, content, computers, systems, or networks, Vendor shall promptly notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all legally required costs incurred by the State in responding to, and mitigating damages caused by, any information breach or security incident (including all costs of notice and/or remediation) experienced or caused by CDW GOVERNMENT LLC that impacts the State's data, content, computers, systems,

or networks.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any

such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

• Use of the information collected will be for the specific purpose of facilitating a background check;

• All information collected will be treated as confidential;

• The State will limit access to the information received and will properly store it in a reasonably secure manner;

• The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and

• State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the

State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express or other similar and reliable carrier). Notices shall be sent to the individuals who signed this contract using the contact information as provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified

period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; , (b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; and (c) be of good title and be free and clear of all liens and encumbrances.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that the Services will be performed in a good and workmanlike manner. Vendor shall reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates State policies. State's sole and exclusive remedy with respect to this warranty under this Section 4.25.3. will be to either: (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty, or, at the sole option of Vendor (b) refund amounts paid by State related to the portion of the Services not in substantial compliance; provided, in each case, State notifies Vendor in writing within thirty (30) days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN, INCLUDING ALL ATTACHEMENTS, OR IN ANY STATEMENT OF WORK THAT

AMENDS VENDOR'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED ARISING OUT OF OR RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT. NO REPRESENTATIVE OF VENDOR OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF VENDOR OR ANY OF ITS AFFILIATES, EXCEPT AS STATED IN THIS AGREEMENT OR IN A MUTUALLY EXECUTED STATEMENT OF WORK.

4.26 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 **SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to or specifically referred in this Contract, including any attachments hereto;

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29 **SECURITY REQUIREMENTS:** The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vender program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel. If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology and security Policies, Procedures, and Standards.
https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx

Vendor must also adhere to a minimum security baseline as identified in the current version of National Institute of Standards and Technology (NIST) Special Publication 800- 53, Security and Privacy Controls for Federal Systems and Organizations. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version
  2.0 September 20, 2013.

4.30 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

5.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and

Assurances Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

Click here to enter text.

☒ Agency Specific Terms and Conditions

5.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

State of Illinois –Amended and Restated Crowdstrike Terms and Conditions
Amendment One to the Amended and Restated Terms and Conditions

Amended and Restated
CrowdStrike Terms and Conditions

These Amended and Restated CrowdStrike Terms and Conditions by and between CrowdStrike, Inc., a Delaware corporation ("**CrowdStrike**") with its principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, California 94086 and The State of Illinois ("**Customer**"), with a place of business at 120 W. Jefferson, Springfield, Illinois 62702 United States are entered into as of the date signed by the last party (the "**Effective Date**"). These CrowdStrike Terms and Conditions together with the applicable Order are herein referred to,collectively, as the "**contract**" or the "**Agreement**". CrowdStrike and Customer (i) entered into the CrowdStrike Terms and Conditions For Falcon Complete effective as of January 31, 2020 (the "Original Agreement") and (ii) have entered into this Agreement to amend and restate the Original Agreement on the terms and conditions set forth herein.

These CrowdStrike Terms and Conditions cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent Customer has purchased, accessed or used such products or services.

1. DEFINITIONS.

1.1 "Affiliate" shall mean any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling), or an Illinois State agency.

1.2 "CrowdStrike Tools" shall mean the CrowdStrike proprietary software-as-a-service, software and/or hardware tools used by CrowdStrike when conducting Professional Services. Certain CrowdStrike Products may be used as a CrowdStrike Tool.

1.3 "Documentation" means CrowdStrike's end-user technical documentation included in the applicable Offering. For the sake of clarity, the Documentation does not contain any legal terms such as limitations of liability, indemnities, and choice of law.

1.4 "Error" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

1.5 "Execution Profile/Metric Data" shall mean any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

1.5 "Falcon Platform" shall mean the CrowdStrike cloud software referred to as the Falcon Platform and which may be more specifically described in an Order, including any Updates that may be made available from time to time by CrowdStrike.

1.6 "Falcon Application" shall mean the CrowdStrike device application(s) and API's for the Falcon Platform specified in an Order (e.g., Falcon Host), including any Updates that may be made available from time to time by CrowdStrike.

1.7 "Internal Use" shall mean uses intended only to serve your information or operational needs (as distinguished from the needs of your business or government partners, suppliers, customers and affiliates (unless Affiliates are otherwise expressly allowed in these Terms and Conditions or an Order)) and unless expressly stated otherwise in this Agreement, only to be seen by your officers and employees obligated to treat the Offerings as CrowdStrike confidential.

1.8 "Intellectual Property Rights" shall mean copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

1.9 "Offerings" means, collectively, any Products, Product-Related Services, or Professional Services.

1.10 "Order" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller and Customer that identifies the following ordered by Customer: CrowdStrike offering, offering quantity based on CrowdStrike's applicable license metrics (e.g., number of endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

1.11 "Personal Data" carries the definition located in 815 ILCS 530/ *et seq*., if any is collected by CrowdStrike Products or CrowdStrike Tools as part of CrowdStrike providing Offerings or CrowdStrike Tools under the contract, in accordance with Section 4 (Data Collection and Use), and means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

1.12 "Product" means the Falcon Platform, the Falcon Application, and any other of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

1.13 “Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) CrowdStrike’s Falcon Complete product-related services, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

1.14 “Professional Services” means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

1.15 “Services” means, collectively, any Product-Related Services and any Professional Services.

1.16 “Statement of Work” or “SOW” means a mutually-agreed statement of work executed by CrowdStrike and Customerand subject to all applicable laws and related State processes, describing the Professional Services to be performed by CrowdStrike for Customer and any Deliverables, and setting forth other mutually agreed upon terms.

1.17 “Threat Actor Data” shall mean the malicious code, URL’s, malware, commands, techniques, or other information of unauthorized third parties either provided by you to CrowdStrike or collected or discovered during the course of providing the Offerings or CrowdStrike Tools and does not identify you or include any Personal Data for which Customer is responsible.

1.18 “Updates” means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

1.19 "You" or "Your" ("you" or "your") shall mean the Customer identified above.

2. LICENSE GRANT.

2.1 Limited License. The Products, Product-Related Services, and CrowdStrike Tools are licensed, not sold and subject to the contract. Subject to the terms of this contract, CrowdStrike grants you a non-exclusive, non-transferable, non-sublicensable license to access and use the Products and/or CrowdStrike Tools in accordance with any applicable Documentation during the period of time set forth in the applicable Order (the “Subscription/Order Term”). During such time, you and your Affiliates may use the Products and/or CrowdStrike Tools for Internal Use to the extent provided in the contract.

2.2 Restrictions. You may not access or use the Offerings or CrowdStrike Tools to perform any competitive analysis on the Offerings or CrowdStrike Tools. You shall not (a) alter, publicly display, translate, create derivative works of or otherwise modify the Offerings or CrowdStrike Tools; (b) sublicense, distribute or otherwise transfer the Offerings or CrowdStrike Tools to any third party (except as expressly provided in the Section entitled *Assignment* and *Limited License*); (c) allow third parties to access or use the Offerings or CrowdStrike Tools; (d) create public Internet “links” to the Offerings or CrowdStrike Tools or “frame” or “mirror” any content on any other server or wireless or Internet-based device; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Offerings or CrowdStrike Tools, circumvent their functions, or attempt to gain unauthorized access to the Offerings or CrowdStrike Tools or their related systems or networks; (f) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer’s Internal Use) or (g) use the Offerings or CrowdStrike Tools to circumvent the security of another party’s network/information. You agree to use the Offerings and CrowdStrike Tools in accordance with applicable laws, rules and regulations (collectively, “Laws”) and acknowledge that you are solely responsible for determining whether a particular use of the Offerings or CrowdStrike Tools is compliant with such Laws.

2.3 Installation and User Accounts. You are responsible for installing the Products unless you purchase installation services from CrowdStrike or a CrowdStrike approved third party pursuant to a separate agreement. You are responsible for all activity occurring under your user accounts for the Offerings. You shall notify CrowdStrike if you learn of any unauthorized use of a user account or password.

2.4 Third Party Software. CrowdStrike uses certain third party software in its Products and CrowdStrike Tools, including what is commonly referred to as open source software. See the licensing terms and attributions for the third party software that we use in the Falcon Application at: https://falcon.crowdstrike.com/opensource.

2.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product (“Malware Samples”), Customer acknowledges and agrees that: (i) Customer’s access to and use of Malware Samples is at Customer’s own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer’s systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer’s computer equipment, computer programs, data, or other proprietary material due to Customer’s access to or use of the Malware Samples.

3. Professional Services.

3.1 Reserved.

3.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. Customer owns the copy of the report (including without limitation, all of Customer's Confidential Information therein) delivered to Customer ("Deliverable"), subject to CrowdStrike's ownership of the CrowdStrike Materials. Customer agrees that relative to Customer, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "CrowdStrike Materials") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon obligation of the full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), Customer shall have a perpetual, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverabl(s) for Customer's Internal Use. For the avoidance of doubt, (a) Customer may provide such Deliverables to Customer's Representatives who need to know such information solely on behalf of and for Customer's Internal Use, and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein and (b) the parties hereby acknowledge that Deliverables are subject to the Illinois Freedom of Information Act (5 ILCS 140/ et seq.) and the Section entitled *Confidentiality.*

4. DATA COLLECTION AND USE.

4.1 Falcon Applications and Platform. The Falcon Platform uses a crowd-sourced environment, for the benefit of all customers, to protect customers against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and and identify intrusions by collecting and analyzing data that includes, but is not limited to, systems files, log files; dll files; login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Subject to the Section entitled *Confidentiality*, CrowdStrike uses the data to analyze, characterize, attribute, warn of, and/or respond to threats against you and other customers, and to analyze trends and to optimize the functionality of CrowdStrike's products and services. While using CrowdStrike Products, including the Falcon Platform and Falcon Applications, you may have the option to upload (by submission, configuration, and/or by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable.

4.2 Personal Data. Personal Data may be collected and used during the provisioning and use of the Offerings and/or CrowdStrike Tools but solely in accordance with your instructions which includes carrying out and administering this Agreement and the parties' business relationship. CrowdStrike will maintain appropriate technical and organizational security measures to protect Personal Data processed by it on your behalf against unauthorized or unlawful use. You confirm that you have obtained all necessary consents and authorizations for lawful processing of Personal Data by CrowdStrike, before passing Personal Data to CrowdStrike. You authorize CrowdStrike to collect, use, store and transfer the Personal Data that you provide to CrowdStrike as contemplated in this Agreement. CrowdStrike provides an adequate level of personal data protection through a variety of means, including data protection agreements with its customers. Moreover, CrowdStrike continues to comply with the U.S. - EU Safe Harbor framework and the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland, respectively and is closely monitoring the development of a new EU – U.S. Privacy Shield Framework. CrowdStrike's privacy notice may be found at http://www.crowdstrike.com/privacy-notice/. The information contained in the privacy notice does not contain any legal terms such as limitations of liability, indemnities, and choice of law. CrowdStrike will comply with the requirements of the Personal Information Protection Act, located at 815 ILCS 530 *et seq*.

4.3 Updates and Feedback. CrowdStrike provides automatic Updates to its Products and CrowdStrike Tools , which remain subject to this Agreement. CrowdStrike may collect information regarding the use of its web portals to analyze trends, secure, operate and improve its products and services. Any feedback or suggestions that you provide to CrowdStrike regarding its products and services will be treated by CrowdStrike as non-proprietary to you, and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, you will not be identified publicly as the source of the feedback or suggestion.

5. CONFIDENTIALITY.

5.1 Definitions. In connection with this Agreement, each party ("Recipient") may be exposed to or acquire Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information that the Discloser marks in writing as "confidential" to Recipient. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality; (v) Threat Actor Data; (vi) Execution Profile/Metric Data; and (vii) not exempt from disclosure pursuant to the Illinois Freedom of Information Act (5 ILCS 140/ *et seq*.).

5.2 Restrictions on Use. Except as allowed in the Section entitled *Exceptions*, Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, agents and contractors, including without limitation, counsel, accountants and advisors (collectively, "Representatives"), its Affiliates and their Representatives who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than: (i) to carry out the terms of this Agreement, (ii) as set forth in this Agreement, including but not limited to the Section entitled *Data Collection and Use* and (iii) to further the parties' business relationship. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall promptly notify Discloser of any breach of this provision that it becomes aware, and in any event, shall be responsible for any breach of this provision by any of its Affiliates, Representatives or Affiliates' Representatives.

5.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation, or (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) in connection with any regulatory report, audit or inquiry, or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give the Discloser prompt written notice of such requirement or request prior to such disclosure and reasonable assistance (at Discloser's expense) in obtaining an order protecting the information from public disclosure. You understand and agree that CrowdStrike may make these Terms and Conditions publicly available without identifying any party who has agreed to them.

5.4 Return or Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to either return or destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (b) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. If Recipient elects to destroy Discloser's Confidential Information (subject to any retention rights provided in this Agreement), Discloser may request that Recipient provide it with written confirmation of destruction in compliance with this provision.

6. YOUR REPRESENTATIONS.

You shall provide all reasonably requested information, access and full, good faith cooperation reasonably necessary to facilitate the Services. If you fail or delay in your performance of any of the foregoing, CrowdStrike shall not be responsible for such failure or delay. You represent that: (a) you own/lease and control, directly or indirectly, all of the premises, software and computer systems ("Facilities") that will be accessed to provide the Offerings and CrowdStrike Tools, or that all such Facilities are provided for your use by a third party, (ii) you have authorized CrowdStrike to access such Facilities to perform under this Agreement, (iii) you have full power and authority to engage and direct CrowdStrike to access such Facilities and to conduct the Offerings and CrowdStrike Tools, and (iv) except as has been obtained previously, no consent, approval, authorization or other notice to a third party (including but not limited to employees, contractors, sub-contractors, and other entities with access to your Facilities) are required in connection with CrowdStrike's performance under this Agreement.

7. LIMITED WARRANTY.

7.1 No Warranty for Free Usage. If the Products and Services are provided to you at no cost, the Products and Services are provided AS-IS WITHOUT WARRANTY OF ANY KIND. Any Products or Services provided in a beta form are experimental and shall not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Products or Services.

7.2 Warranty for Paid Users. If you have paid the applicable fee for the Products and/or Services, CrowdStrike warrants to you and for your sole benefit that, subject to the Section entitled *Exclusions*: (i) the Products when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially without Error; (ii) that CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your devices where the Products are installed; and (iii) that it will perform the Services in a professional manner consistent with industry standards.

7.3 Exclusions. CrowdStrike will have no obligation to correct, and CrowdStrike makes no warranty with respect to, Errors caused by: (a) improper installation of the Products; (b) changes that you have made to the Products; (c) use of the Products in a manner inconsistent with the Documentation; (d) any part or feature of the Products in a beta or test phase. If any part of the Products references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided either for its intelligence value or as a convenience only. CrowdStrike has no responsibility for third party content and does not endorse, authorize, approve, certify, maintain, or control them and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located within them. CrowdStrike does not endorse any third party services, products or content.

7.4 Remedy for Errors. For Errors reported to CrowdStrike during the period of your paid subscription, your exclusive remedy and CrowdStrike's sole liability for breach of this warranty is that CrowdStrike shall, at its own expense do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your access to the Products and refund the pre-paid fee prorated for the remainder of your then current subscription term. CrowdStrike shall have no obligation regarding Errors reported, or returns made, after the subscription term.

7.5 Remedy for Deficient Services. If during the period the Services are being performed or within 30 days after the conclusion of the Services (the "Warranty Period"), you provide CrowdStrike written notice of a non-conformity with the warranty, CrowdStrike shall use commercially reasonable efforts to correct and re-perform the Services in a manner that does conform to the warranty. Notwithstanding any other exclusions or limitation of damages included in this Agreement, in the event of any claim by you regarding the Services, your exclusive remedy, and CrowdStrike's total liability, shall be the re-performance of the Services. If CrowdStrike fails to re-perform the Services as warranted, your exclusive remedy shall be the fees paid for the deficient Services.

7.6 No Guarantee. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE OR DISCOVER ALL OF YOUR SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. YOU AGREE NOT TO REPRESENT TO ANY THIRD PARTY THAT CROWDSTRIKE HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

7.7 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN THE SECTION ENTITLED LIMITED WARRANTY, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

8. EXPORT RESTRICTIONS.

You acknowledge that the Offerings and CrowdStrike Tools are subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Offerings or CrowdStrike Tools or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders (Denied Persons List) or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings and CrowdStrike Tools are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

9. U.S. GOVERNMENT END USERS.

The Offerings and Services are a commercial item consisting of commercial computer software and commercial computer software documentation. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or CrowdStrike Tools, or any related documentation of any kind, including technical data and manuals, is restricted by a this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings and CrowdStrike Tools were developed fully at private expense. All other use is prohibited.

10. INDEMNIFICATION.

10.1 Vendor's Obligation. The Vendor shall indemnify the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of any third party claim resulting from: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements in this contract; (b) any actual or alleged death or personal injury to any person due to Vendor's negligence, (c) damage to any tangible property claimed to result in whole or in part from Vendor's negligent performance of the Services; (d) any negligent act or negligent omission of Vendor or any of its employees, representatives, subcontractors or agents; or (e) any actual or alleged claim that the Offerings, the CrowdStrike Tools, or deliverables provided under the contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

10.2 Conditions. Vendor shall be obligated to pay the costs set forth in 10.1, only if the State: (a) notifies Vendor promptly in writing of any such written claim that the State receives; (b) gives Vendor full information and cooperation in settling and/or defending the claim; and (c) gives Vendor full authority and control of the defense and settlement of any such claim. The State may also participate in the defense at its own expense.

10.3 Exclusions. Vendor shall not be liable : (a) for any costs or expenses incurred by the State without Vendor's prior written authorization; (b) for any use of the Offerings, CrowdStrike Tools, or deliverables not in accordance with this Agreement or the applicable tool documentation; (c) to the extent of any of the State's negligence or breach of the contract; or (d) claims that would not have occurred but for (i) use of any version of the Offerings, CrowdStrike Tools or deliverables other than the most current version made available to

the State; (ii) any alterations or modification of the Offerings, CrowdStrike Tools or deliverables by any person other than Vendor or its authorized agents.

10.4 Remedy. In the event Vendor is required, or in Vendor's sole opinion is likely to be required, to indemnify the State under the Section entitled Indemnification - Vendor's Obligation, Vendor shall do one of the following: (a) obtain the right for the State to continue using the deliverables, Offerings, or CrowdStrike Tools as provided for in this contract; (b) replace or modify the same with a functional equivalent that is non-infringing; or (c) terminate this contract and refund any fee the Vendor received from the State, prorated over the remainder of the then current subscription term and if there is no subscription term, a 3 year period.

11. LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: NEITHER PARTY OR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR FOR LOSS OF PRIVACY, EVEN IF A PARTY KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR CROWDSTRIKE'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10.1(e), AND DAMAGES RESULTING DIRECTLY FROM AND TO THE EXTENT OF CROWDSTRIKE'S NEGLIGENCE OR WILFULL MISCONDUCT FOR PERSONAL INJURY AND STATE PROPERTY DAMAGE WHICH IN BOTH CASES SHALL BE CAPPED AT TWO MILLION DOLLARS IN THE AGGREGATE, VENDOR'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL NOT EXCEED TWO TIMES THE FEES THE STATE PAID OR ARE PAYABLE FOR THE SERVICE(S) AT ISSUE REGARDLESS OF THE CAUSE OR FORM OF ACTION. THIS SECTION SHALL APPLY EVEN IF THE STATE'S EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. THE STATE ACKNOWLEDGES AND AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND THAT VENDOR WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

THE OFFERINGS AND THE CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS AND THE CROWDSTRIKE TOOLS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

12. TERMINATION

Customer may terminate this contract, in whole or in part, immediately upon notice to the CrowdStrike if: (a) Customer determines that the actions or inactions of CrowdStrike, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) CrowdStrike has notified Customer that it is unable or unwilling to perform the contract.

If a party fails to perform any material requirement of this contract, is in violation of a material provision of this contract, or determines that the other party lacks the financial resources to perform the contract, the first party may provide written notice to the other party to cure the problem identified within the period of time specified in such written notice, but in no event less than 10 days. If not cured by that date, the non-breaching party may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, Customer retains its rights to seek any available legal or equitable remedies and damages.

Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate; (b) Customer must promptly cease all use of Offerings and de-install all Falcon Applications installed on Customer's endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 5.4 Confidentiality; Return or Destruction)

13. GENERAL TERMS.

13.1 Survival. The Sections entitled *Data Collection and Use*, *Confidentiality*, *Your Representations*, *Limited Warranty, Limitation of Liability* shall survive the expiration or termination of this Agreement.

13.2 Equitable Relief. You agree that the CrowdStrike Tools and Offerings contain CrowdStrike's valuable trade secrets and proprietary information and that any actual or threatened disclosure or misappropriation of such information could constitute immediate, irreparable harm to CrowdStrike for which monetary damages would be an inadequate remedy. Therefore, CrowdStrike may move for injunctive relieve to prevent any such disclosure without the posting of a bond.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike Limited Warranty Agreement for Falcon Complete (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions. This Agreement amends and restates the Original Agreement in its entirety.

13.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

13.5 Governing Law; Venue. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement against CrowdStrike shall be state and federal courts in Illinois, and the parties agree to service of process in accordance with the rules of such courts. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

13.6 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

13.7 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

13.8 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

13.9 Signatures. This Agreement and any Orders may be executed in two counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature delivered by electronic means shall be treated for all purposes as an original.

CROWDSTRIKE, INC.

By: _____

Name: Benny Huang

Title: Director of Revenue

Date: May 28, 2021

STATE OF ILLINOIS

By: _____

Name: Jennifer Ricker

Title: Acting Secretary

Date: 6/11/2021

Reviewed as to legal
clause sufficiency:
ALM 5/28/2021

AMENDMENT ONE
TO THE
AMENDED AND RESTATED
CROWDSTRIKE TERMS AND CONDITIONS

This Amendment One (this "**Amendment One**") to the Agreement (as defined below) by and between CrowdStrike, Inc., a Delaware corporation, and any Affiliates performing thereunder (collectively, "**CrowdStrike**") with a principal place of business at 150 Mathilda Place, Suite 300, Sunnyvale, CA 94086 and the State of Illinois ("Customer"), with a place of business at 120 W. Jefferson, Springfield, Illinois 62702, is entered into as of the date signed by the last party (the "**Amendment Effective Date**").

The parties entered into the Amended and Restated CrowdStrike Terms and Conditions dated June 11, 2021 (the "**Agreement**"), and pursuant thereto the parties desire to amend and modify that Agreement with this Amendment One.

In consideration of the premises and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

I. **The definition of "Affiliate" in Section 1 (Definitions) is hereby deleted in its entirety and replaced to read as follows:**

1. "Affiliate" shall mean (i) with respect to CrowdStrike, any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling) and (ii) with respect to Customer, State of Illinois ("State") agencies, boards, commissions, offices, and cities, counties, towns, and any political subdivisions located within the State. Customer shall be responsible for ensuring that any Customer Affiliate using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. Customer is responsible for activity occurring under Customer's user accounts for the Offerings.

II. **Section 1 (Definitions) is hereby amended by inserting at the end thereof the following new definitions:**

"Customer Data" means the data generated by the Customer's endpoint and collected by the Products or the CrowdStrike Tools, and in either case, sent to the Falcon Platform. Customer Data is considered Customer's Confidential Information and subject to the exclusions, exceptions and obligations set forth therein.

"Security Breach" means unauthorized access to, or unauthorized acquisition of Customer Data or Personal Data maintained or stored on CrowdStrike systems that results in the compromise of such Customer Data and/or Personal Data.

III. **Section 4 (Data Collection and Use) is hereby amended by adding the following new subsections as follows:**

4.4 Data Security and Privacy. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental

or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including specific safeguards which substantially conform to the ISO/IEC 27002 control framework. This Agreement (as amended) is not intended to limit either party's obligations under or to abrogate applicable State of Illinois or federal laws.

4.5 Security Breach Response. In the event CrowdStrike discovers a Security Breach, CrowdStrike shall:

a. Without undue delay but no later than 48 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by CrowdStrike.
b. Conduct an investigation of the circumstances of the Security Breach and, upon Customer's request, share a summary of the results of that investigation with the State without undue delay; provided that CrowdStrike shall not be required to disclose its Confidential Information or trade secrets.
c. Use commercially reasonable efforts to remediate the Security Breach.
d. Use commercially reasonable efforts to communicate and cooperate with Customer concerning its response to the Security Breach.
e. Comply with the Personal Information Protection Act, located at 815 ILCS 530 et seq., to the extent such Act is, by its terms, directly applicable to CrowdStrike's provision of Offerings hereunder and imposes obligations directly upon CrowdStrike in its role as an information technology services provider with respect to such Offerings.

*****

This Amendment One is part of the Agreement. Except as expressly amended by this Amendment One, the Agreement remains in full force and effect according to its terms. In the event of any direct conflict between this Amendment One and the terms and conditions of the Agreement, this Amendment One governs.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Amendment One to be effective as of the Amendment Effective Date.

CROWDSTRIKE, INC.

By: _____

Name: James Yeager

Title: VP, Public Sector

Date: 9/2/21

STATE OF ILLINOIS

By: _____

Name: Jennifer Ricker

Title: CIO / Acting Secy

Date: 9/14/21

Reviewed as to legal clause sufficiency:
ALM 9/3/2021

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0020-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.D.1.

RESOLUTION DECLARING EQUIPMENT, INVENTORY, AND/OR PROPERTY ON EXHIBIT A, PURCHASED BY THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY AS SURPLUS EQUIPMENT

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for the citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, DuPage County is the ultimate owner of property purchased with 9-1-1 surcharge funds; and

WHEREAS, the items on Exhibit A were purchased in 2011 for a combined cost of $593,173.00, with 9-1-1 surcharge for use by the ETSB in its 9-1-1 DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) are fully depreciated as of November 30, 2021; and

WHEREAS, the individual items on Exhibit A are still serviceable but have been replaced as part of the end of life/end of support DEDIRS replacement radio project; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board declare the items on Exhibit A as Surplus Items to allow for disposal, reassignment, or sale of such personal property by the County of DuPage. Said transfer to be accomplished by separate resolution.

NOW, THEREFORE BE IT RESOLVED, that the ETS Board hereby declares the items on Exhibit A as Surplus Items.

Enacted and approved this 13th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Emergency Telephone System Board of DuPage County
Attachment A Equipment List for Resale
13-Mar-24

Includes legacy radios from: LIP and WOP

Item	Type	Serial Number	Asset Tag #
1	APX7000	655CMB1140	591
2	APX7000	655CMB1134	592
3	APX7000	655CMB1138	593
4	APX7000	655CMB1133	594
5	APX7000	655CMB1135	595
6	APX7000	655CMB1139	596
7	APX7000	655CMB1136	597
8	APX7000	655CMB1122	598
9	APX7000	655CMB1130	599
10	APX7000	655CMB1121	600
11	APX7000	655CMB0276	607
12	APX7000	655CMB0281	608
13	APX7000	655CMB0284	609
14	APX7000	655CMB0286	610
15	APX7000	655CMB0279	611
16	APX7000	655CMB0282	612
17	APX7000	655CMB0283	613
18	APX7000	655CMB0285	614
19	APX7000	655CMB0287	615
20	APX7000	655CMB0274	616
21	APX7000	655CMB0454	622
22	APX7000	655CMB0455	623
23	APX7000	655CMB0456	624
24	APX7000	655CMB0457	625
25	APX7000	655CMB0467	626
26	APX7000	655CMB0468	707
27	APX7000	655CMB0476	708
28	APX7000	655CMB0475	709
29	APX7000	655CMB0472	710
30	APX7000	655CMB0469	711
31	APX7000	655CMB0474	712
32	APX7000	655CMB0477	713
33	APX7000	655CMB0473	714
34	APX7000	655CMB0471	716
35	APX7000	655CMB0470	725
36	APX7000	655CLZ8008	1828

37	APX7000	655CLZ8007	1829
38	APX7000	655CLZ8019	1830
39	APX7000	655CLZ8018	1831
40	APX7000	655CLZ8021	1832
41	APX7000	655CLZ8014	1833
42	APX7000	655CMB8020	1834
43	APX7000	655CLZ8017	1835
44	APX7000	655CLZ8016	1836
45	APX7000	656CMB0448	617
46	APX7000	655CMB0449	618
47	APX7000	655CMB0450	619
48	APX7000	655CMB0451	620
49	APX7000	655CMB0452	621
50	APX7000	655CMB0491	688
51	APX7000	655CMB0250	717
52	APX7000	655CMB0254	718
53	APX7000	655CMB0256	719
54	APX7000	655CMB0253	720
55	APX7000	655CMB0265	721
56	APX7000	655CMB0255	722
57	APX7000	655CMB0267	723
58	APX7000	655CMB0251	724
59	APX7000	655CMB0249	725
60	APX7000	655CMB0248	726
61	APX7000	655CMB0540	727
62	APX7000	655CMB0538	728
63	APX7000	655CMB0544	729
64	APX7000	655CMB0539	730
65	APX7000	655CMB0543	731
66	APX7000	655CMB0542	732
67	APX7000	655CMB0545	733
68	APX7000	655CMB0547	734
69	APX7000	655CMB0546	735
70	APX7000	655CMB0541	736
71	APX7000	655CMB0363	757
72	APX7000	655CMB0362	758
73	APX7000	655CMB0353	759
74	APX7000	655CMB0355	760
75	APX7000	655CMB0367	761
76	APX7000	655CMB0365	762
77	APX7000	655CMB0366	763
78	APX7000	655CMB0360	764
79	APX7000	655CMB0356	765
80	APX7000	655CMB0364	766
81	APX7000	655CMB0307	777

82	APX7000	655CMB0298	778
83	APX7000	655CMB0306	779
84	APX7000	655CMB0299	780
85	APX7000	655CMB0304	781
86	APX7000	655CMB0300	782
87	APX7000	655CMB0302	783
88	APX7000	655CMB0305	784
89	APX7000	655CMB0293	785
90	APX7000	655CLZ8354	1319
91	APX7000	655CLZ8349	1320
92	APX7000	655CLZ8353	1321
93	APX7000	655CLZ8348	1322
94	APX7000	655CLZ8352	1323
95	APX7000	655CLZ8338	1324
96	APX7000	655CLZ8351	1325
97	APX7000	655CLZ8340	1326
98	APX7000	655CLZ8034	1347
99	APX7000	655CLZ8035	1348
100	APX7000	655CLZ8038	1349
101	APX7000	655CLZ8032	1350

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0022-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.D.2.

RESOLUTION APPROVING THE SALE OF INVENTORY FROM THE COUNTY OF DU PAGE ON BEHALF OF THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY TO THE WAYNE POLICE DEPARTMENT

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, DuPage County is the ultimate owner of property purchased with 9-1-1 surcharge funds; and

WHEREAS, five (5) APXNext single band portable radios and accessories were procured for the Wayne Police Department as part of the radio replacement project PO 921054/5522-1 for an amount of $32,656.40; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval for the sale of five (5) portable radios and accessories for an amount of $32,656.40 per the Sales Agreement as detailed on Attachment A of this resolution to the Wayne Police Department.

NOW THEREFORE, BE IT RESOLVED, that DU PAGE ETS BOARD approves the sale of the five (5) portable radios and accessories on Attachment A to the Wayne Police Department.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN
EMERGENCY TELEPHONE SYSTEM BOARD

_____

LIZ CHAPLIN, CHAIR
DU PAGE COUNTY FINANCE COMMITTEE

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SALES AGREEMENT

Contract No.: **24DEDIRS005**
Dated: **March 13, 2024**

This is an Agreement by and between The County of DuPage and Emergency Telephone System Board of DuPage County, hereafter called SELLER, and Wayne Police Department, Wayne, IL, a public safety entity, hereafter called BUYER.

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. **SALE:** SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER portable radios and accessories listed in Attachment A (referred to as the "Equipment") in accordance with the terms and conditions specified herein.

2. **SALE PRICE:** The Sale Price of the Equipment:

   $6,485.28 per APXNext single band portable radio and associated accessories.

3. **PAYMENT:** BUYER agrees to pay SELLER pursuant to the Illinois Prompt Payment Act (30 ILCS 540). Seller will invoice BUYER upon delivery of equipment as shown in Attachment A. The BUYER may remit all costs at any time during the payment period.

4. **DELIVERY:** BUYER shall be responsible for the pickup at 420 County Farm Road, Winfield, Illinois or shipping costs of all items on Attachment A.

5. **WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED. BUYER AGREES THAT SELLER WILL IN NO EVENT BE LIABLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING. SELLER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF SUCH ITEM OF EQUIPMENT SET FORTH IN THIS AGREEMENT**.

6. **TITLE:** Title to the Equipment free and clear of all liens, claims and encumbrances of any kind shall vest in BUYER upon final payment by BUYER to SELLER of the full Sale Price required to be paid pursuant to Paragraph 3 hereof.

7. **NOTICES:** Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to BUYER or SELLER at its respective address shown on the preamble to this Agreement, or to either party at such other address it has designated as its address for purposes of notice hereunder.

8. FORUM SELECTION, CHOICE OF LAW, AND INDEMNITY:

A. The venue for all disputes arising out of this contract will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois;

B. This contract shall be governed by the lase of the State of Illinois including all matters of construction, validity, performance and enforcement; and

C. BUYER shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the SELLER and its officers, agents, and employees from and against any and all claims and demands, actions or suits brought against them. BUYER shall likewise be liable for the cost, fees and expenses incurred in the SELLER's defense of any such claims, actions or suits. Notwithstanding this duty to indemnify, the Parties recognize that the DuPage County State's Attorney is the exclusive legal representative of the County of DuPage and the SELLER. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the SELLER, the County, or their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification shall be deemed a waiver of the SELLER or the County of DuPage's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act.

9. MISCELLANEOUS

A. This Agreement constitutes the entire agreement between SELLER and BUYER with respect to the sale and purchase of the Equipment on Attachment A and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions and agreements that may have been made in connection with the sale of the Equipment. No representation or statement not contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby. If BUYER does not sign this Agreement and return the signed copy of this Agreement to SELLER within sixty (60) days of the receipt of the Agreement, this Agreement may be voided at SELLER'S election.

B. BUYER shall not assign its rights under this Agreement unless it has obtained the prior written consent of SELLER. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

C. This Agreement shall be governed by construed in accordance with the internal laws of the State of Illinois including all matters of construction, validity, performance and enforcement.

D. This Agreement is subject to acceptance by SELLER at its offices referred to in the preamble and shall only become effective on the date thereof.

E. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of BUYER and SELLER.

F. BUYER is responsible for arranging for the installation of used equipment and for notifying BUYER'S maintenance provider that used equipment has been installed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

If this Agreement is not executed by both parties and returned to SELLER within sixty (60) days of receipt**,** SELLER may terminate this Agreement without notice.

Emergency Telephone System Board Of DuPage County

By: _____
Authorized Signatory

Title: Chair

Date: March 13, 2024

BUYER:

By: _____
Authorized Signatory

Title:_____

Date:_____

DuPage County Finance Committee

By: _____
Authorized Signatory

Title: Chair

Date: March 26, 2024

Emergency Telephone System Board
Of DuPage County

421 County Farm Road
Wheaton, IL 60187
Phone 630-550-7743

Date: March 13, 2024
Invoice: 24DEDIRS005
APXNext Radio Resale

Agency:

Agency Name: Wayne Police
Address: 31 W. 680 Army Trail Rd
City: Wayne, IL 60184

QUANTITY	DESCRIPTION	Cost	Subtotal
5	APXNext Single Band Portable Radios	$ 6,485.28	$ 32,426.40
	Serial 142CZZ0587		
	Serial 142CZZ0578		
	Serial 142CZZ0589		
	Serial 142CZZ0547		
	Serial 142CZZ0577		
1	APXNext Multi-Gang Charger (6 ports)		
2	Additional APXNext Single Charger	$ 115.00	$ 230.00
	Total		$ 32,656.40

Make checks payable to the Emergency Telephone System Board of DuPage County

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0023-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.D.3.

RESOLUTION AUTHORIZING THE EXECUTION OF A TRANSFER GOVERNANCE OF CUSTOMER SUBSCRIPTION TO ASSIGNEE'S TERMS AS PROVIDED BY ZENDESK ON BEHALF OF THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, per the attached Transfer Governance of Customer Subscription to Assignee's Terms (Transfer), execution of said document is required by the vendor to generate a quote specific to ETSB through 2026 in order to facilitate a change order to PO 6834-1 under DuPage County to add ETSB; and

WHEREAS, this resolution seeks to authorize the Chairman of DuPage ETSB to sign the Transfer on behalf of the Emergency Telephone System Board of DuPage County and the Chair of the DuPage County Board to sign on behalf of DuPage County; and

NOW, THEREFORE BE IT RESOLVED that the DuPage ETS Board does hereby authorize Chairman Schwarze, on behalf of DuPage ETSB, and Chair Conroy, on behalf of DuPage County to provision the transition per the details as set forth in the attached Transfer.

Enacted and approved this 13th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

TRANSFER GOVERNANCE OF CUSTOMER SUBSCRIPTION TO ASSIGNEE'S TERMS

WHEREAS, Zendesk, Inc. ("Zendesk") and Emergency Telephone System Board of DuPage County ("Customer") have entered into the Main Services Agreement ("Terms") in relation to Customer's subscription under Zendesk Support Account ID #11035606 ("Assigned Account") for Zendesk customer support service and tools described at www.zendesk.com ("Service");

WHEREAS, Zendesk and County of DuPage, IL ("Assignee") have previously entered into the Main Services Agreement ("Assignee Terms") and;

WHEREAS, Customer requests that all of its rights and obligations in the Assigned Account be assigned to Assignee ("Transfer"). The Customer's subscription shall be governed by the Assignee Terms as of April 10, 2024 ("Transfer Effective Date").

WHEREAS, Customer, Assignee and Zendesk are collectively referred to as the "Parties" herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The Parties agree that the Terms governing the Customer's subscription will terminate upon the Transfer Effective Date.

2. Subject to Section 1 above, Zendesk hereby consents to the Customer's subscription being governed by the Assignee Terms.

3. This Transfer shall not be deemed a waiver of any claim or right by Zendesk pursuant to the Terms.

4. Assignee agrees to hold harmless and indemnify Zendesk against any claim brought by a third party against Zendesk arising from or related to Customer's breach of the Terms or use of the Service prior to the Transfer Effective Date or arising out of this Transfer; provided that Zendesk promptly notifies Assignee of the threat or notice of such claim.

5. It is the intention of the Parties that in the event a court of competent jurisdiction finds that any provision of this Transfer is unenforceable for any reason, the remainder of this Transfer shall remain effective and enforceable to the extent possible under the circumstances then existing.

6. Governing law and venue for disputes regarding this Transfer shall be as stated in the Assignee Terms.

7. This Transfer supersedes all prior and contemporaneous agreements and discussions of the Parties hereto regarding the subject matter hereof and, as written, constitutes the entire agreement of the Parties. Except as set forth herein, the Assignee Terms remain unchanged and in full force and effect.

8. As of the Transfer Effective Date, the billing information and other relevant contact information shall be the same as stated in the Assignee Terms.

Except as provided for herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Transfer by their duly authorized signatories:

EMERGENCY TELEPHONE SYSTEM BOARD OF DUPAGE COUNTY		**COUNTY OF DUPAGE, IL**		**ZENDESK, INC.**	
BY		**BY**		**BY**	
NAME		**NAME**		**NAME**	
TITLE		**TITLE**		**TITLE**	
DATE		**DATE**		**DATE**	

APPROVED FOR SIGNATURE
zendesk
ZENDESK LEGAL DEPARTMENT

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: ETS-R-0025-24 **Agenda Date:** 3/13/2024 **Agenda #:** 7.D.4.

REAPPOINTMENT TO THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY POLICY ADVISORY COMMITTEE - CHIEF PATRICK JOHL
(ACDC FIRE REPRESENTATIVE AND VICE CHAIR)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, these Enhanced 9-1-1 systems are a critical and valued state-of-the-art tool for the expeditious response of public safety to citizen requests for emergency service; and

WHEREAS, the ETS Board recognizing the importance of the DuPage Emergency Dispatch Interoperable Radio System created the Policy Advisory Committee; and

WHEREAS, the purpose of the Policy Advisory Committee (PAC) is to promote interagency cooperation and provide policy level recommendations to support efficient and effective use of resources for matters related to public safety as assigned by the ETS Board; and

WHEREAS, the ETS Board recognizes the nomination of Chief Patrick Johl (Addison Consolidated Dispatch Center Fire Representative and Vice Chair) to the ETS Board Policy Advisory Committee.

NOW, THEREFORE BE IT RESOLVED that the DuPage ETS Board does hereby consent to the reappointment of the above-named individual as a member of the DuPage ETSB Policy Advisory Committee, for a term commencing May 12, 2024 and expiring May 12, 2026; and

BE IT FURTHER RESOLVED that the attached "Notice of Appointment" be attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the County Clerk transmits a certified copy of this Resolution to the above-named individual to their business address; and the Executive Director of the ETSB.

Enacted and approved this 13th day of March, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIRMAN

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ETSB Resolution

NOTICE OF APPOINTMENT

By virtue of the power vested in the Emergency Telephone System Board of DuPage County pursuant to 50 ILCS 750/15.4, the DuPage ETSB Chairman does hereby appoint Chief Patrick Johl (ACDC Fire Representative and Vice Chair) to be a member of the Emergency Telephone System Board of DuPage County Policy Advisory Committee (PAC) for a term beginning May 12, 2024 and expiring May 12, 2026.

_____

Greg Schwarze, Chairman

Emergency Telephone System Board of DuPage County

Addison Police Department

March 4, 2024

Chairman Greg Schwarze
Emergency Telephone System Board
421 N. County Farm Road
Wheaton, IL 60187

Chairman Schwarze:

Please accept this correspondence as a formal request from my office to reappoint Chief Patrick Johl from the Wood Dale Fire Protection District to the Policy Advisory Committee (PAC) as the Addison Consolidated Dispatch Center (ACDC) representative. Currently, he is a member of the PAC in good standing, and his service on the committee has been valuable.

If you need further information, please don't hesitate to contact me.

Sincerely,

Roy Selvik
Chief of Police

3 Friendship Plaza
Addison, Illinois 60101-2774

www.addisonpoliceillinois.org

Tel. (630) 543-3080
Fax (630) 543-1069

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0766 **Agenda Date:** 3/13/2024 **Agenda #:** 7.E.1.

JAMES MENDRICK
SHERIFF

EDMOND MOORE
UNDERSHERIFF

COUNTY OF DUPAGE

February 15, 2024

Honorable Chairman Schwarze
ETSB Executive Director Zerwin
DuPage County ETSB

Please accept this letter as a notification that it is our desire and intent to move our dispatch services from the Addison Consolidated Dispatch Center (ACDC) to DUCOMM effective May 1, 2024. Staff from my office is currently working with DUCOMM to facilitate the transition and ACDC is aware of the pending change.

If there are any questions or further information needed, please do not hesitate to reach out.

Respectfully,

Sheriff James Mendrick

501 N. County Farm Road, Wheaton, Illinois 60187 Office (630) 407-2000 Fax (630) 407-2013
Civil (630) 407-2060 Communications (630) 407-2400 Corrections (630) 407-2255