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

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.

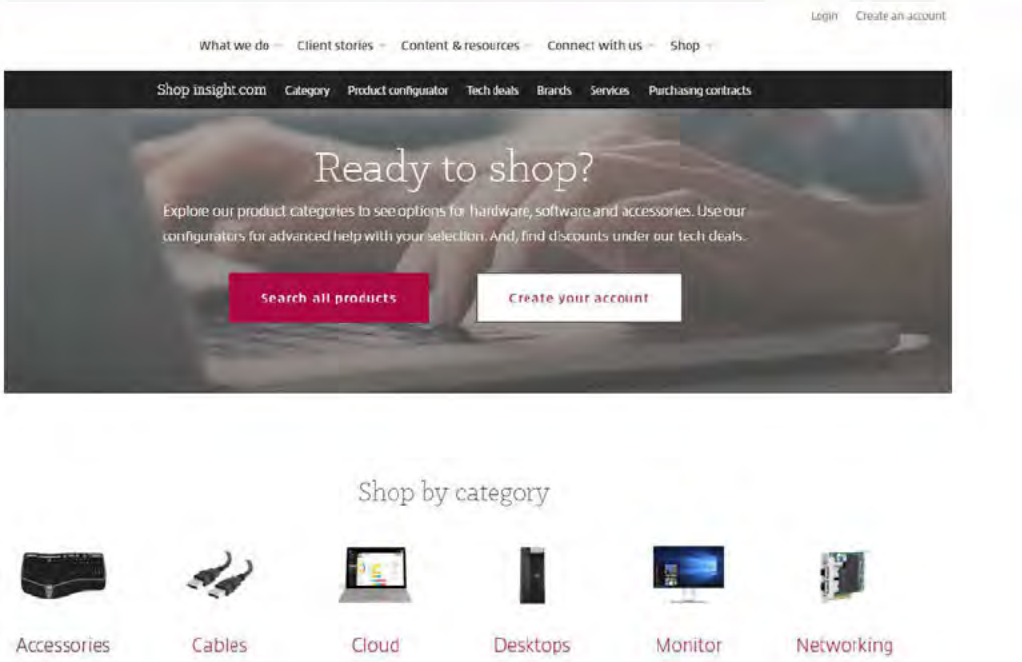
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

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.

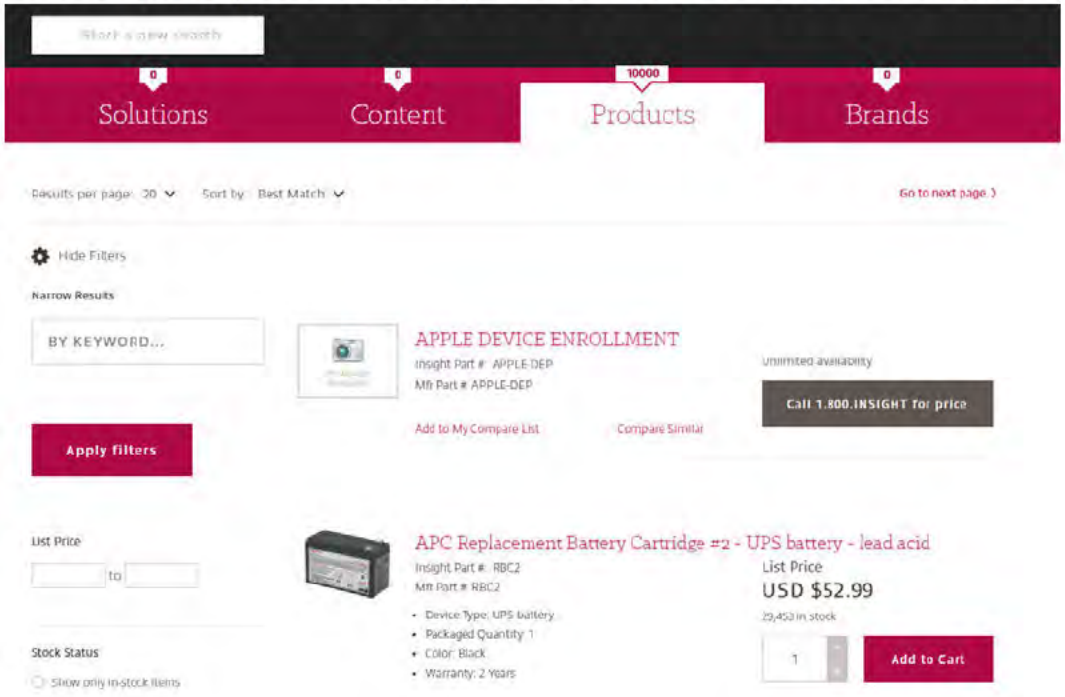
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



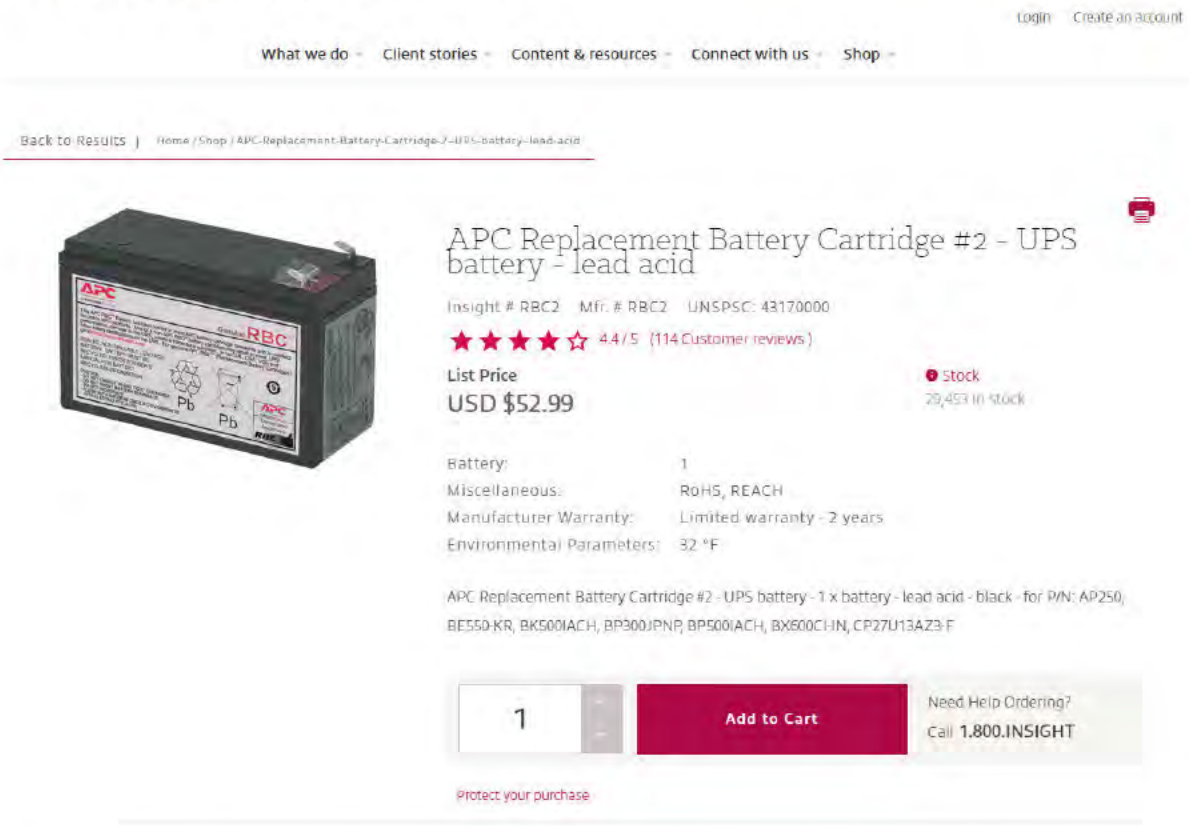




- Enter a keyword, product name, or part number in the search box, as shown below.



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

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:**

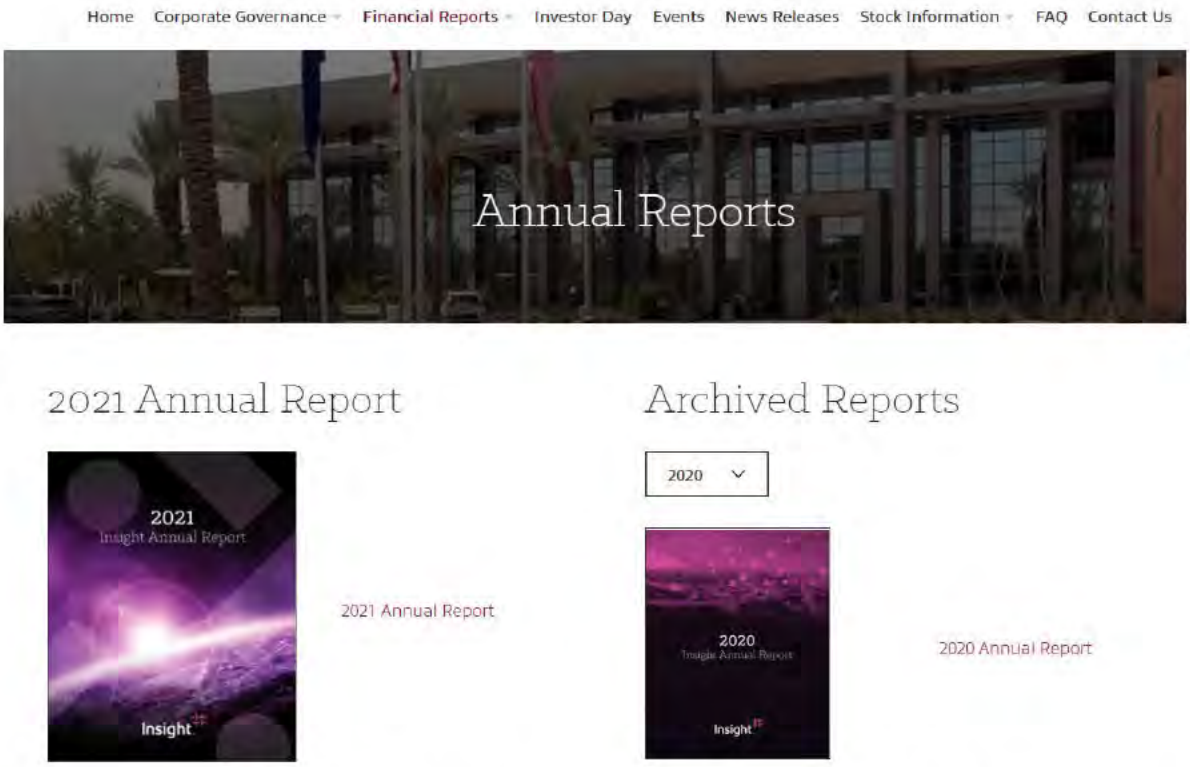
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public 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$^2$)<br>• Lewis Center, OH (84,640 ft$^2$)<br>• Fontana, CA (4,000 ft$^2$)<br>• Worthington, OH (126,000 ft$^2$)<br>• Montreal, Quebec (28,000 ft$^2$) | • Edmonton, AB (20,500 ft$^2$)<br>• Calgary, AB (10,750 ft$^2$)<br>• Sheffield, England (55,000 ft$^2$)<br>• Ginsheim-Gustavsburg, Germany (21,527 ft$^2$) |
| **Service Desk Locations** | |
| • Chandler, Arizona<br>• Plano, Texas | • Lewis Center, Ohio<br>• Conway, Arkansas |
| **Insight Hybrid Cloud Data Centers** | |
| • ATL4 – Roswell, GA (Atlanta) (5,200 ft$^2$)<br>• 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:<br>• Executive senior leadership at OMNIA Partners<br>• Executive senior leadership at Insight<br>• 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.<br>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.<br>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 | 10 | 10 | 19-JAN-2021 |
| | See below Delivery 0820737617 | | | |
| 210-AUNF-CHSPSC | DELL 22 MONITOR - E2220H | 27 | 27 | 19-JAN-2021 |
| | See below Delivery 0820737617 | | | |

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.

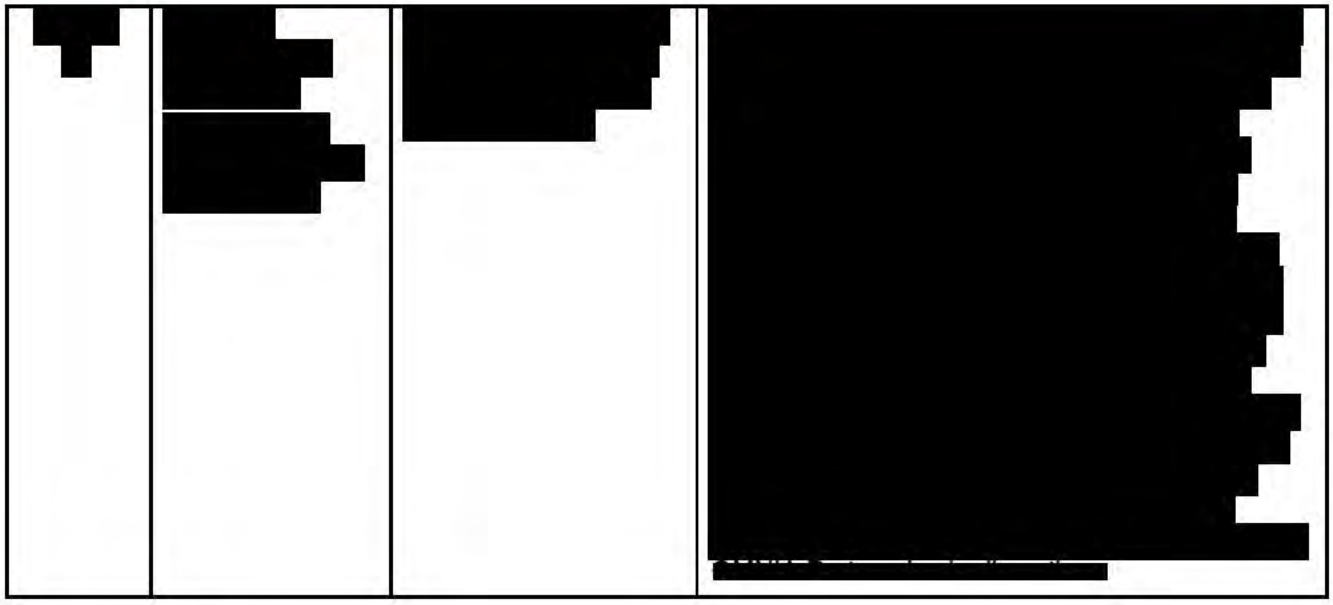
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration 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] |



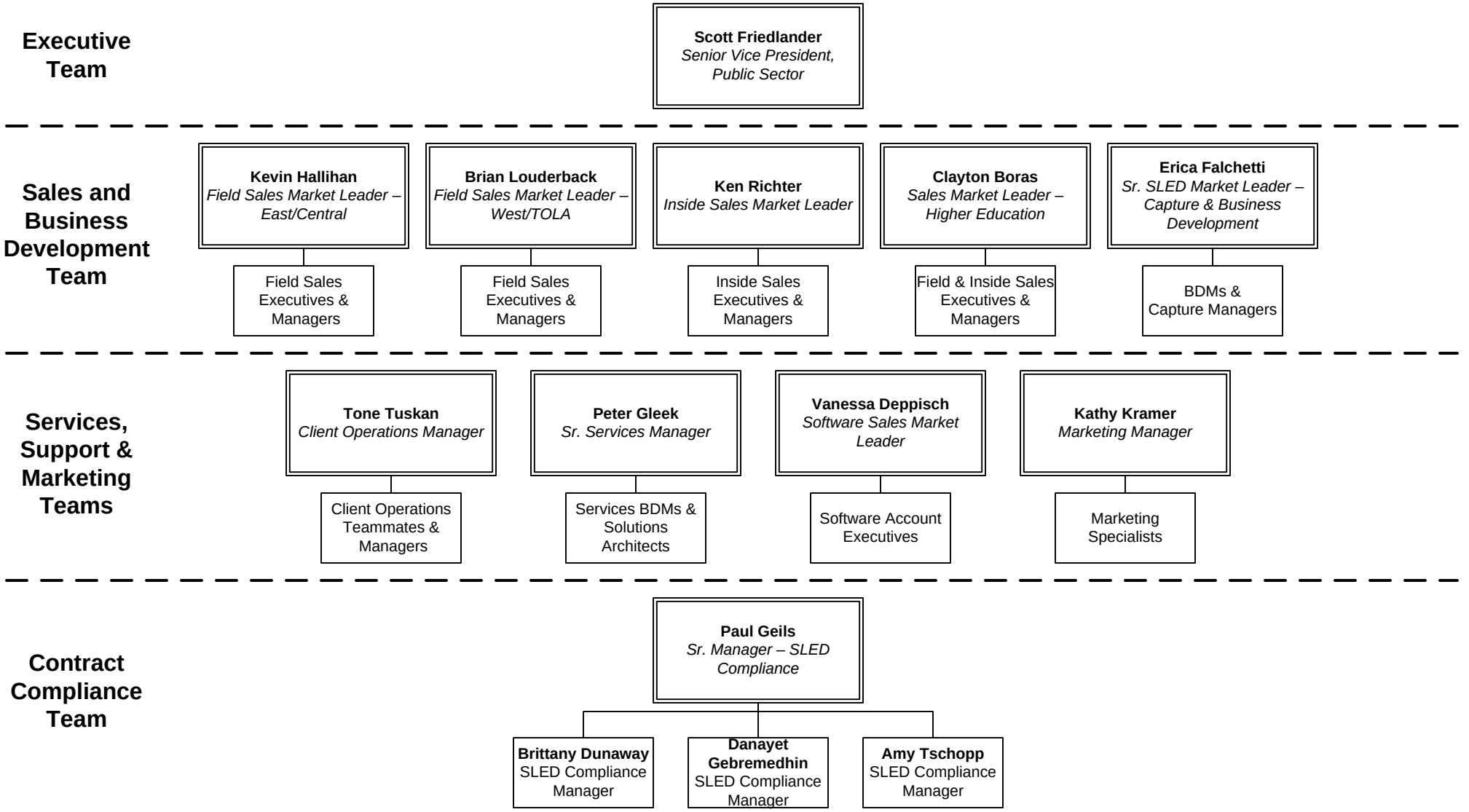
# 9. Appendices

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<br>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:<br>Company name:<br>Address:<br>Attention: Accounts Payable or Accounts Payable Contact:<br>Phone: | ☐ **Client issues system-generated POs or internal reference numbers for service engagements.**<br>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.<br>PO number:<br>PO release number (if applicable):<br>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.<br>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<br>OR<br>$12,500.00, whichever is less |
| Between 3 and 10 business days prior to start of engagement | 10% of total cost of engagement<br>OR<br>$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]

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: | _____<br>*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
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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**

**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

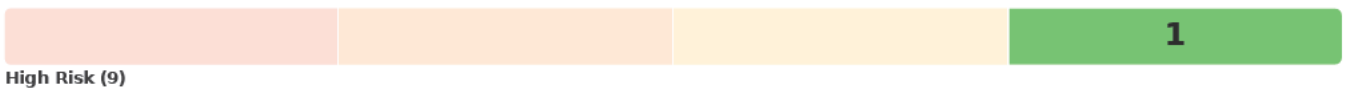
High Risk

## D&B PAYDEX - 3 MONTHS

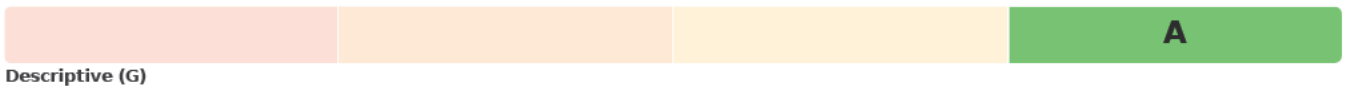
### 3 days beyond terms

## VIABILITY RATING SUMMARY

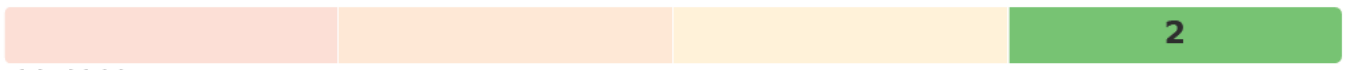
Viability Score




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**<br>87-638-3589 | **Mailing Address**<br>UNITED STATES | **Annual Sales**<br>9,436,113,000 |
| **Legal Form**<br>Corporation (US) | **Telephone**<br>+1 (480) 333-3000 | **Net Worth**<br>1,509,227,000 |
| **History Record**<br>Clear | **Website**<br>www.insight.com | **Employees**<br>11,006 |
| **Date Incorporated**<br>06/04/1991 | **Present Control Succeeded**<br>1988 | **Age (Year Started)**<br>34 Years (1988) |
| **State of Incorporation**<br>DELAWARE | | **Named Principal**<br>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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D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

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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

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.** |

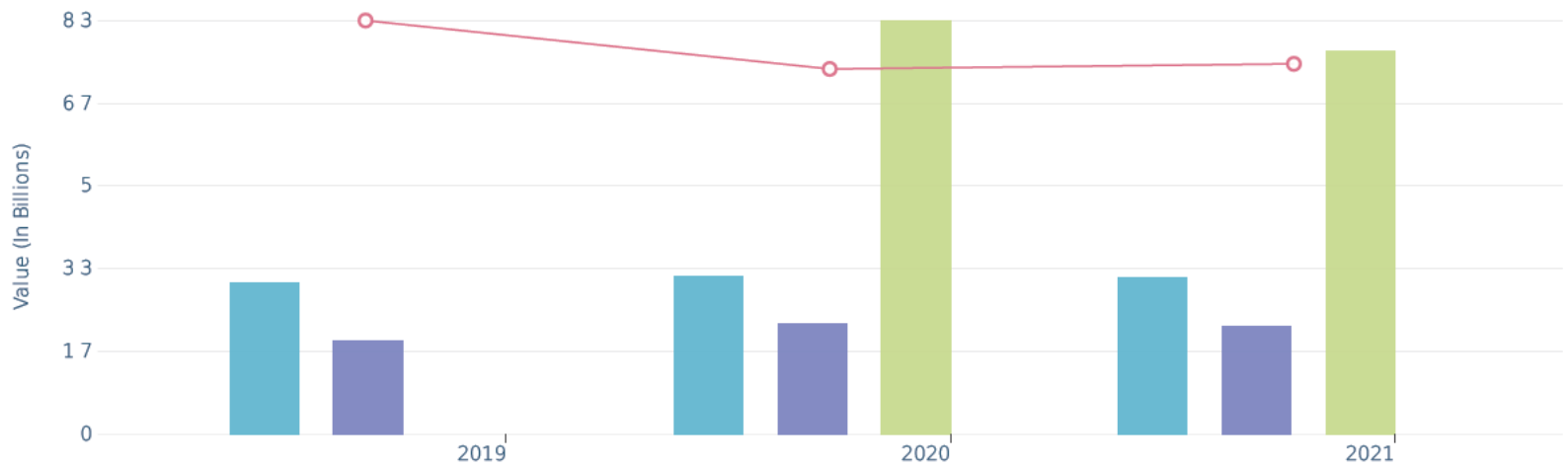
| Date | Event Description |
|---|---|
| 02/21/2022 | BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board. |
| 02/10/2022 | EARNINGS UPDATE: According to published reports, comparative 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 |

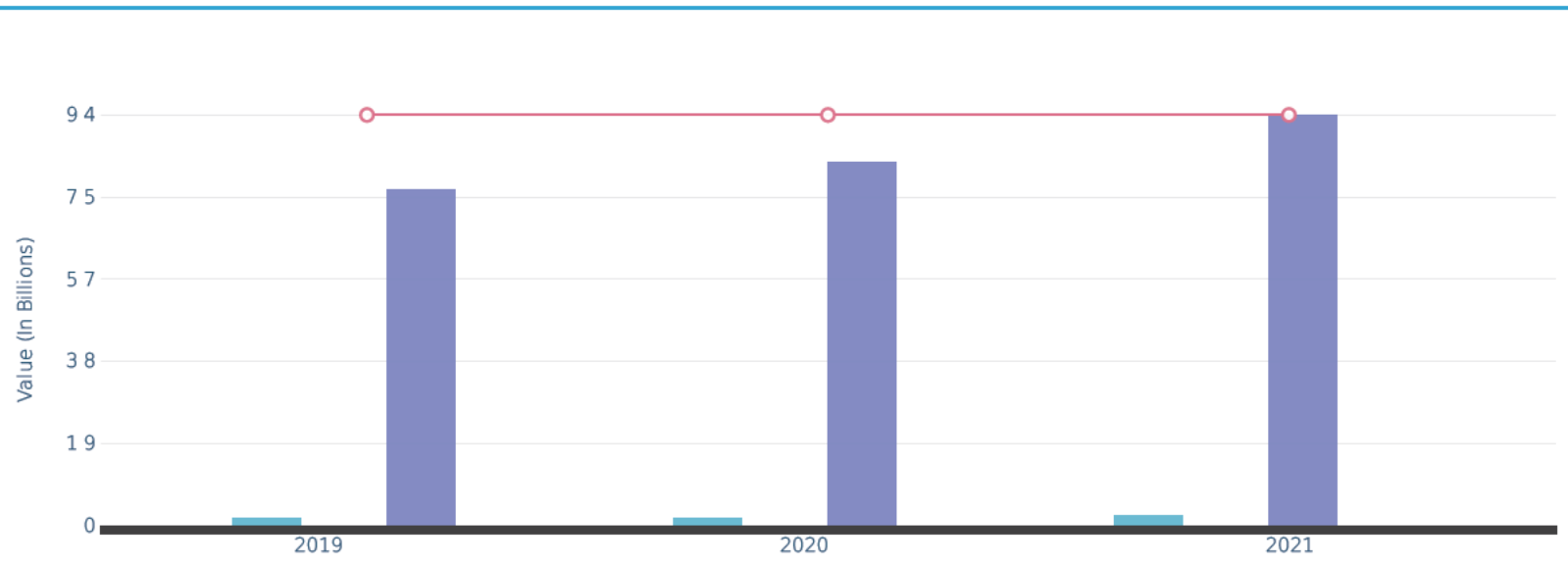
| Efficiency Ratios | Fiscal Consolidated 12/31/2021 | Fiscal Consolidated 12/31/2020 | Fiscal Consolidated 12/31/2019 |
|---|---|---|---|
| Accounts Payable to Sales Ratio | 0.27 | 0.27 | 0.24 |
| Sales to Working Capital Ratio | 8.96 | 8.79 | 6.64 |
| Sales To Inventory (%) | 2,875.98 | 4,492.64 | 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



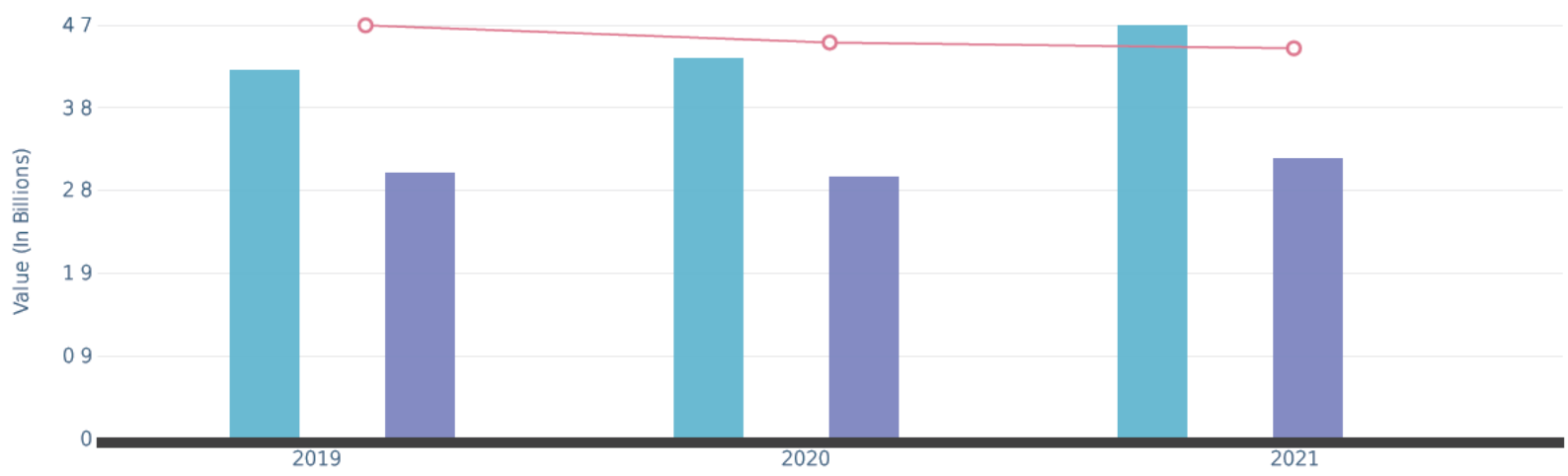

| | Interim 12/31/2021 | Interim 12/31/2020 | Interim 12/31/2019 | Last 3 years |
|---|---|---|---|---|
| Sales (Revenue) | 9,436,113,000 | 8,340,579,000 | 7,731,190,000 | |
| Cost of Revenue | 7,988,556,000 | 7,040,637,000 | 6,593,092,000 | |
| Gross Profit | 1,447,557,000 | 1,299,942,000 | 1,138,098,000 | |
| 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 | |

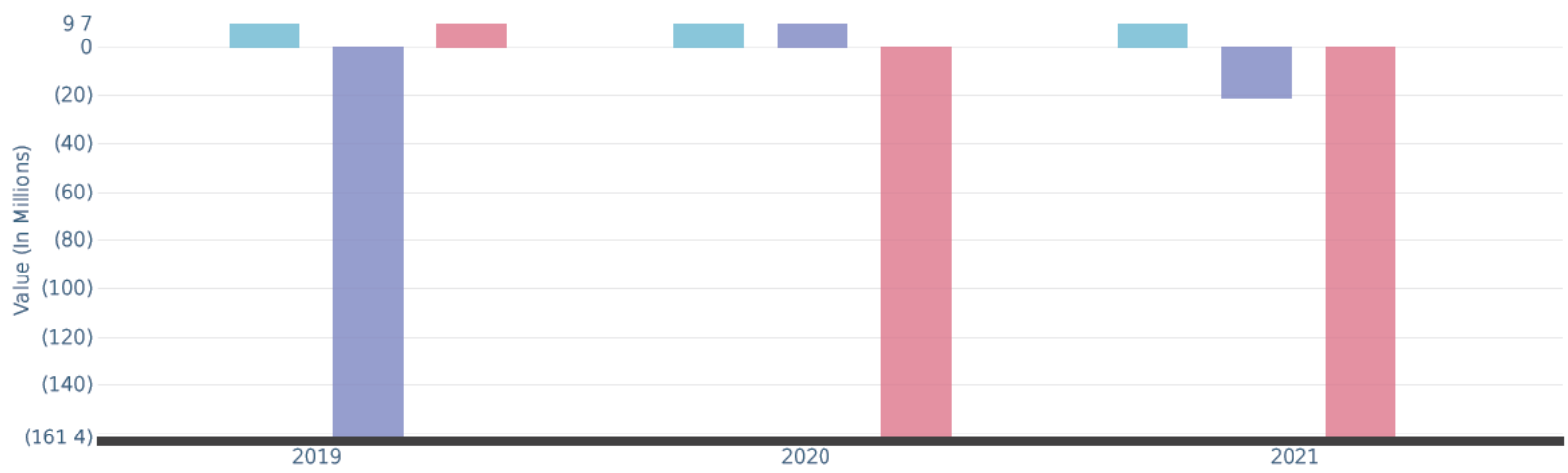
| | | | | |
|---|---|---|---|---|
| Charges | | | | |
| Negative Goodwill | - | - | - | - |
| Minority Interest | - | - | - | - |
| Other Liabilities | 255,953,000 | 270,049,000 | 232,027,000 | |
| Misc Stocks, Options & Warrants | - | - | - | - |
| Total Liabilities | 3,179,853,000 | 2,968,303,000 | 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

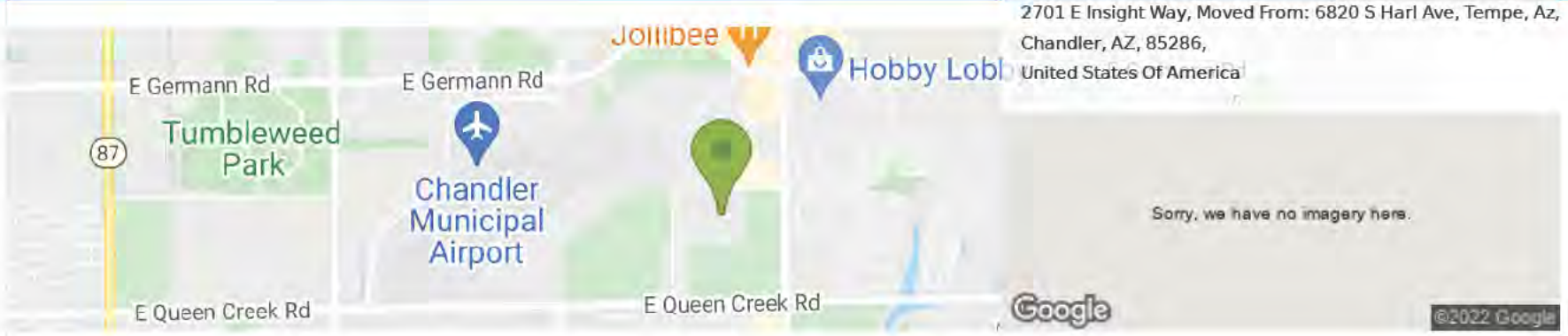
**Employees**
11,006

**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.<br><br>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.<br><br>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

### 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)

### 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.

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.

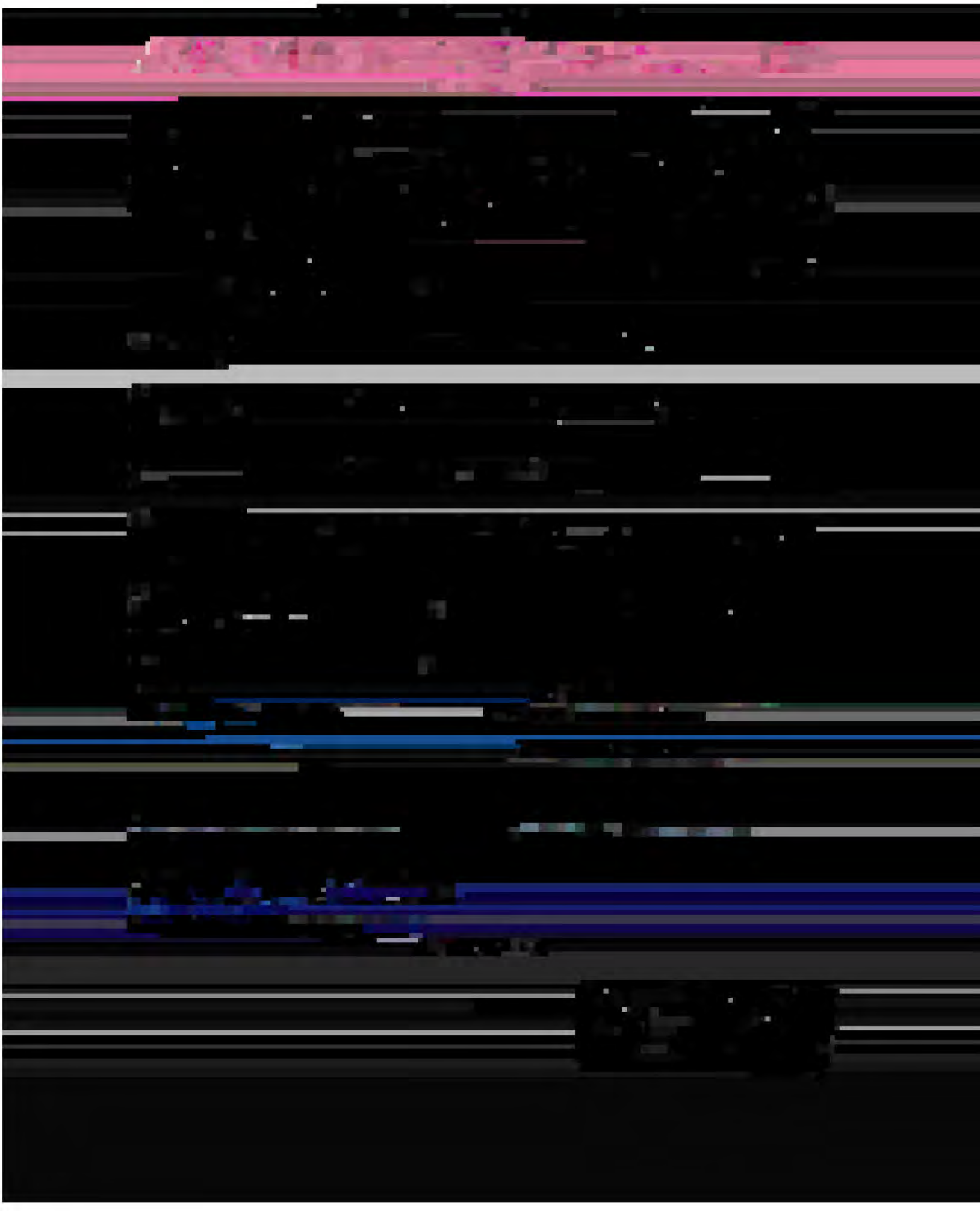
ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

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.mi.

(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

DOC #1

# 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

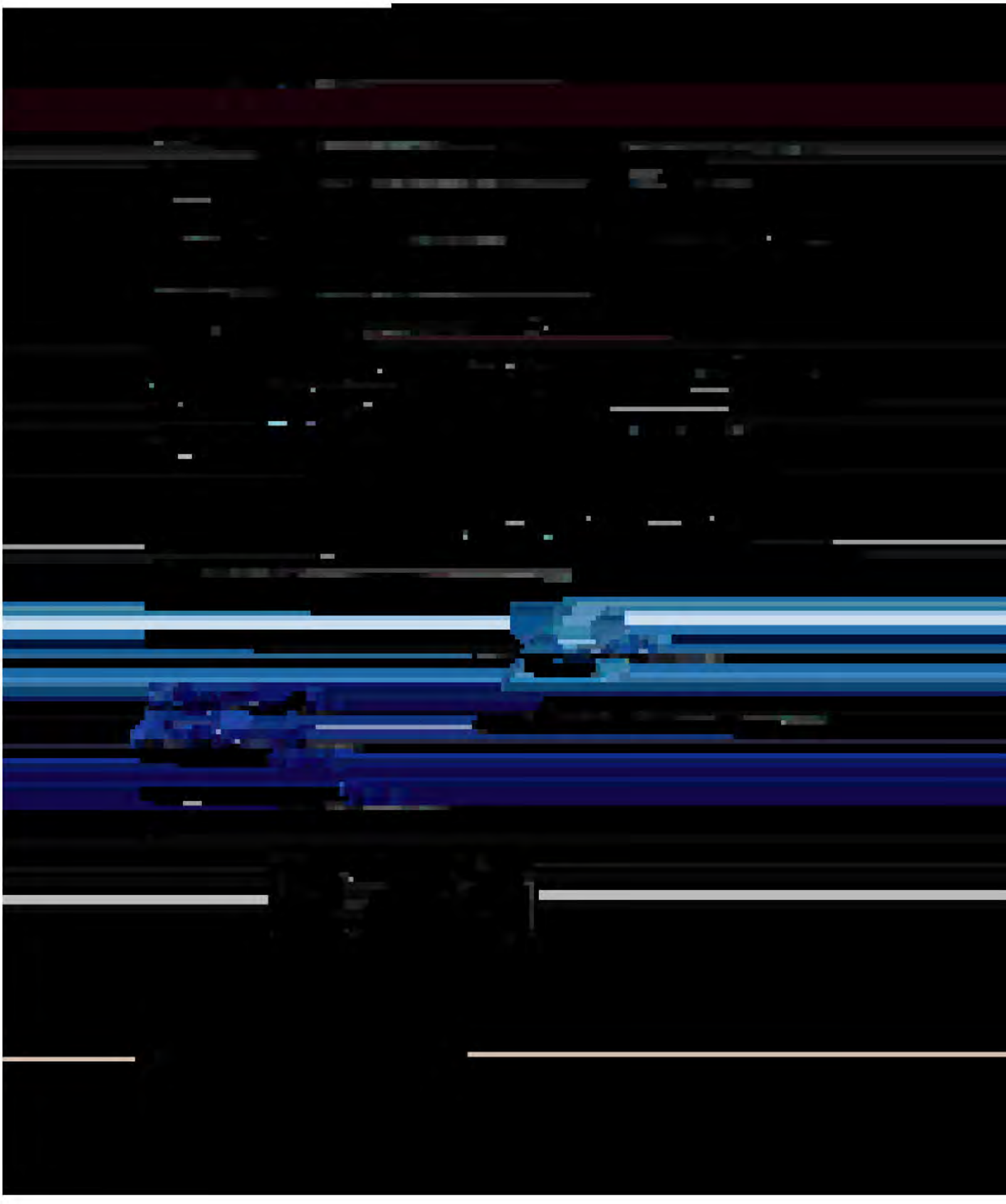
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** 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<br>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***

# 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 | | | $ |
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☐ 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**

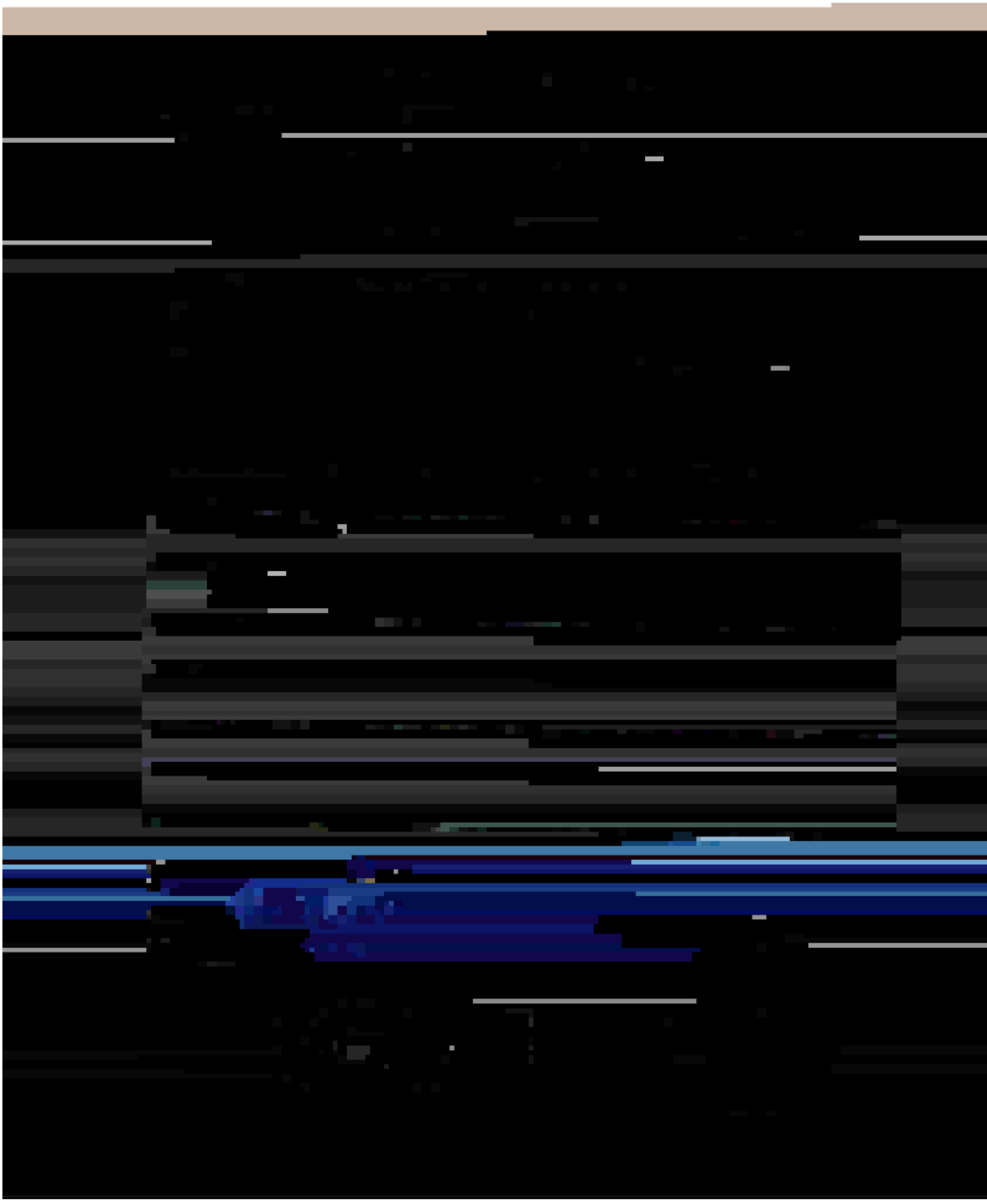
**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

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.<br>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

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**

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**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.**