

# RFP Response PREPARED FOR

Region 10 Education Service Center Request for Proposal #EQ-013120-01 for Technology Software, Equipment, Services and Related Solutions

March 25, 2020 @ 2 p.m. CST

SUBMITTED BY:

Penny Musser

Contract Administrator

t: 937-415-9496

e:penny.musser@insight.com



March 25, 2020

Mr. Clint Pechacek Purchasing Consultant Region 10 Education Service Center

Dear Mr. Pechacek:

Enclosed with this letter is Insight Public Sector, Inc.'s (Insight) response to Region 10 Education Service Center (ESCO) and Equalis Group's RFP No. EQ-013120-01 requesting Technology Software, Equipment, Services and Related Solutions. Insight confirms our ability to accommodate a nationwide demand for services and fulfill obligations as a nationwide Supplier.

Insight Public Sector is solely focused on the needs of state, local, and federal governments and K-12 and higher education institutions. Insight is a leading provider of IT solutions for the public sector with an industry-leading selection of products, a complete suite of IT services and a wide range of contracts. Insight helps organizations streamline procurement, simplify deployment, and maximize the value of the IT lifecycle. Our direct vendor relationships and sales revenues totaling \$9.2 billion in 2019 gives us the versatility to tailor our services to our customers' individual needs. Our experienced sales team understands the Public Sector's needs and is focused on real-world solutions. We have 11,000 dedicated employees worldwide aligned under four solution areas designed around customer needs. Together, they make us a partner who can span the entire range of helping clients manage and transform their organization.

Our response reflects how Insight's compelling capabilities uniquely position us to help public sector clients deliver meaningful outcomes. We are equipped with strategic acquisitions, new services development, and deep partner relationships to help clients manage their IT today and transform for tomorrow. By selecting Insight, Education Service Center Region 10 will gain access to proven capabilities in:

- **Supply Chain Optimization.** Optimize investments and perform better via Procurement, e-Procurement, and hardware and software lifecycle services.
- **Connected Workforce.** Engage with customers and the workforce differently through endpoint solutions, Device as a Service, and collaboration technology and solutions.
- Cloud + Data Center Transformation. Efficiently deploy, manage, and secure data via modern data center, secure network, cloud/hybrid optimization, IT security, and storage & data protection.
- **Digital Innovation**. Turn ideas into value through app modernization, Internet of Things (IoT) realization, and analytics.

Thank you for your time and consideration. We look forward to further discussing our proposal with Region 10 ESC and Equalis Group. If you require any further information or clarification of any of the elements of our proposal, please contact Penny Musser via email or telephone.

Sincerely,

Lisanne Steinheiser Global Compliance Officer & Assistant Secretary



# Tariff Validity Statement

The United States government recently imposed tariffs on technology-based products imported from China. Affected technology manufacturers are in the process of evaluating the impact of the tariffs and passing mandated cost increases on to partners such as Insight. The situation is fluid and manufacturers are providing frequent cost updates, in some instances, multiple times per day. For this reason Insight has to use a pricing methodology for the proposal that is reflective of the ever-changing cost impact of the imposed tariffs on products. Insight will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to the tariffs may require a requote prior to finalizing any subsequent award or purchase order.



# Appendix C: Pricing Information

# **Attachment B**

### Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

All purchases made by Participating Agencies will be subject to Insight's Return Policy. Terms of the policy can be found via the following link.

https://www.insight.com/en\_US/help/return-policy.html.

# **Appendix E: QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

#### 1. **States Covered** Respondent must indicate any and all states where products and services can be offered. Please indicate the price co-efficient for each state if it varies. **So States & District of Columbia** (Selecting this box is equal to checking all boxes below) Alabama Montana Alaska Nebraska Arizona Nevada Arkansas New Hampshire California New Jersey Colorado New Mexico Connecticut New York Delaware North Carolina District of Columbia North Dakota Florida Ohio Georgia Oklahoma Oregon Hawaii Idaho Pennsylvania Illinois Rhode Island Indiana South Carolina Iowa South Dakota Kansas Tennessee Kentucky Texas Louisiana Utah Maine Vermont Maryland Virginia Massachusetts Washington Michigan West Virginia Minnesota Wisconsin Mississippi Wyoming Missouri All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below) American Samoa Northern Marina Islands Federated States of Micronesia Puerto Rico Guam U.S. Virgin Islands

Midway Islands

• 1	Do you currently have a diversity program or any diversity partr	ners that	you do b	ousiness with?
• 1	If the answer is yes, do you plan to offer your program or partn	ership th	rough Eq	
	e answer is yes, attach a statement detailing the structure of your sity alliances and a copy of their certifications.)	our progi	ram, alon	
	Will the products accessible through your diversity program or Group members at the same pricing offered by your company?	partners	hip be of	fered to Equalis
				Yes No
	ver is no, attach a statement detailing how pricing for participal s is Not Applicable since Insight's program will not be ext			
	Diverse Vendor Certification Participation		•	•
enterprise enterprise of goods	policy of some entities participating in Equalis Group to involve ses (M/WBE), small and/or disadvantaged business enterprises ses, historically utilized businesses (HUB) and other diversity resand services. Respondents shall indicate below whether or not diversally areas and include proof of such certification with their respondents.	disable cognized they ho	veterans business	business ses in the purchase
	a. <b>Minority Women Business Enterprise</b> Respondent certifies that this firm is an MWBE	∐Yes	XNo	
I	List certifying agency:			-
			(5.55)	
	b. <b>Small Business Enterprise (SBE) or Disadvantaged Business</b> Respondent certifies that this firm is a SBE or DBE	Yes		
	List certifying agency:			-
(	c. Disabled Veterans Business Enterprise (DVBE)			
	Respondent certifies that this firm is a DVBE  List certifying agency:	_	X No	
(	d. Historically Underutilized Businesses (HUB)			
	Respondent certifies that this firm is a HUB	Yes	XNo	
I	List certifying agency:			-
(	e. Historically Underutilized Business Zone Enterprise (HUBZon	ne)		
	Respondent certifies that this firm is a HUBZone		X No	
ı	List certifying agency:			-
1	f. Other			
	Respondent certifies that this firm is a recognized diversity certificate holder	Yes	XNo	

2.

**Diversity Programs** 

List certifying agency:

4. R	Residency				
Respondi	ing Company's principal p	place of bus	iness is in the	city of <u>Tempe</u> S	state of <u>AZ</u> .
Please c	Is not owned or ope	oration; the erated by an	yone who has		felony. been convicted of a felony.
6. P	rocessing Information				
Company	y contact for:				
<u>Executive</u>	<u>Contact</u>				
Contact P	erson: Scott Friedland	der			
	ce President of Public		ED/SLED		<del>_</del>
	: Insight Public Sector				<del>_</del>
	Dulles Corporate Cen				
City: Her	rndon	State: VA	<b>L</b>	_ <sub>Zip:</sub> _20171	
	03-594-8129				
	cott.friedlander@insigh				
<u>Account N</u>	Manager / Sales Lead				
Contact P	Person: Penny Musser				
Title: Co	ontract Administrator				
Company	: _Insight Public Secto	r, Inc.			
Address:	Sand Lake Office Pla	za Building	g - Suite 200	- 6450 Poe Avenue	
City: Da	ayton	State: Oh	nio	_Zip: _45414	
Phone: 9	37-415-9496	Fax: _	480-760-94	188	

Contract Management (if different than the Sales Lead)

Email: penny.musser@insight.com

Contact Person: Pam Potter

Title: SLED Compliance Manager	
Company:Insight Public Sector, Inc.	
Address: 6820 South Harl Avenue	
City: Tempe State:	AZZip:85283
Phone: 480-366-7027	Fax:
Email: sledcontracts@insight.com	<del></del>
Billing & Reporting/Accounts Payable	
Contact Person: Virginia Mace	
Title: SLED Compliance Specialist	
Company: Insight Public Sector, Inc.	
Address: 6820 South Harl Avenue	
City:Tempe State:	_AZ <sub>Zip:</sub> 85283
Phone: 480-333-3068	Fax:
Email: sledreporting@insight.com	
<u>Marketing</u>	
Contact Person: Kathy Kramer	
Title: Senior Marketing Specialist	
Company:Insight Public Sector, Inc.	
Address: 6820 South Harl Avenue	
City: Tempe State:	AZZip: _85283
Phone: 937-415-9427	Fax:
Email: _katherine.kramer@insight.con	n 
7. Distribution Channel: Which be Manufacturer direct Authorized distributor Value-added reseller	est describes your company's position in the distribution channel:  Certified education/government reseller  Manufacturer marketing through reseller  Other
8. Pricing Information	
	I unit pricing furnished herein, the Vendor agrees to offer all future that are proportionate to Contract Pricing. $X$ Yes $\square$ No

	(If answer is no, attach a statement detailing	g now pricing for participants v	vould be calculated.)		
•	Pricing submitted includes the required adm (Fee calculated based on invoice price to cus		X Yes No		
•	Additional discounts for purchase of a guara		XYes No		
9.	Cooperative/Group Purchasing Experience List all cooperative and/or government group purchasing organizations of which your company is currently a member below.				
	Cooperative/GPO Name	Contract Number	Expiration Date		
	OMNIA Partners	4400006644	April 30, 2021		
	NASPO ValuePoint - Software Value Added Reseller (SVAR)	ADSPO16-138244	April 7, 2021		

OMNIA Partners	4400006644	April 30, 2021
NASPO ValuePoint - Software Value Added Reseller (SVAR)	ADSPO16-138244	April 7, 2021
NASPO ValuePoint - Cloud Solutions	AR2485	September 15, 2026
The Interlocal Purchasing System (TIPS)	180306	May 31, 2020
Buy Board	579-19	December 31, 2020
Sourcewell	022719-PCM	April 11, 2023
Choice Partners	18/056KD-48	September 19, 2020

# **Appendix F: COMPANY PROFILE**

Please provide the following:

# Full responses are provided following this page.

# **General Profile**

- 1. Company's official registered name.
- 2. Brief history of your company, including the year it was established.
- 3. Company's Dun & Bradstreet (D&B) number.
- 4. Corporate office location.
- 5. List the total number of salespersons employed by your organization within the United States, broken down by market.
- 6. List the number and location of offices, or service centers for all states being proposed in solicitation.
- 7. Define your standard terms of payment



# Appendix F: Company Profile

#### **General Profile**

# 1. Company's official registered name

Insight Public Sector, Inc.

# 2. Brief history of your company, including the year it was established

Over our nearly 32 years in business, Insight has evolved as the technology industry has expanded to the point that every successful business is now a technology business at heart. From the onset, Insight primarily served as an IT reseller and began to expand its geographic footprint into Canada and the United Kingdom.

As the potential of the cloud began to emerge in the mid to late 2000s, Insight pivoted into IT services. Through organic growth and acquisitions, our company began to focus on advanced networking solutions, enterprise software integration services and entry into cloud and digital solutions — gradually evolving into a global Fortune 500 solutions provider.

# Transformation Journey

Many great entrepreneurial tales start with two innovators inspired by an initial idea. In 1988, Tim and Eric Crown began their story in this fashion. With a business plan that took root in a college assignment and a cash advance from a credit card, they established Hard Drives International, the company that would grow into Insight Enterprises. More than three decades later, Insight landed on the Fortune 500 list for the ninth consecutive year, ranked at No. 430.

- Insight Enterprises, Inc., the parent company of Insight Public Sector, Inc., was incorporated in Delaware in 1991 and our initial public offering was completed in 1995.
- From our original location in the United States, we expanded nationwide and then entered Canada in 1997 and the United Kingdom in 1998.
- Through a combination of acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities.
- Since 2017, Insight has emerged as a global super solution integrator a digital transformation expert with core competency in envisioning, building, deploying and maintaining solutions at scale with cutting-edge technology. We've built a profound lineup of IT talent including more than 4,500 deep technical experts and more than 8,000 sales and service delivery professionals.

## Insight's Value

As the IT industry evolves, our value proposition to our clients continues to develop as well. We consult with our clients regarding their IT hardware and software product and service needs, and help them define, architect, implement and manage their IT solutions.



#### Our solution areas are:



# Digital Innovation

We leverage innovative applications and emerging technologies to help clients improve business performance, engage customers and uncover new revenue streams.

We help our clients make experiences smarter.



# Cloud + Data Center Transformation

We help clients optimize, modernize and secure their data center infrastructure and leverage the cloud to improve business agility. We help our clients make IT environments smarter.



# Connected Workforce

We help clients deliver a secure, modern experience to their workforce, driving productivity in the workplace and helping to attract and retain talent in this competitive marketplace. We help our clients make

their workplace smarter.



# Supply Chain Optimization

Through Insight's core business, we help clients effectively and efficiently acquire all of their information technology needs, leveraging our scale and supply chain expertise.

We help our clients make their IT supply chain smarter.

Insight has a unique position in the market thanks to our combination of solution areas that empower organizations to manage their IT environment — so they can drive meaningful business outcomes today and transform their operations for tomorrow. Our unique advantages include:

- Global scale and coverage
- Operational excellence and systems
- Software DNA
- · Partner alignment
- Data center transformation skills
- Next-generation tech skills
- App development, Artificial Intelligence (AI) and Internet of Things (IoT) expertise
- Services solutions
- Successful track record for mergers and acquisitions to accelerate growth

#### 3. Company's Dun & Bradstreet (D&B) number

The D&B number for Insight Public Sector, Inc. is provided below.

• Addison, IL: 114719003

### 4. Corporate Office Locations

Currently, our two primary executive offices are in Tempe, AZ. We are consolidating the two offices and opening a new headquarters in Chandler, AZ, by the end of 2020. The new campus will double the footprint of Insight's home base and be an office befitting of a Fortune 500 company in the tech industry. The executive leadership team has agreed that the building will be called "One Insight Way". This name signifies our commitment to The Insight Way. As the



foundation to Insight's unique identity, The Insight Way is comprised of our purpose, values, annual objectives, solution areas and leadership commitments.

# 5. List the total number of salespersons employed by your organization within the United States, broken down by market.

Insight's SLED (State & Local Government and Education) organization is split into three geographic regions: East/Central, West/TOLA, and California. Each region is led by Market Leader and supported by inside account managers, field account executives, and inside account managers. The breakdown per region is outlined below.

East / Central Team	West / TOLA Team	California Team
Market Leader – Kevin Hallihan	Market Leader – Brian Louderback	Market Leader – Dave Wilitz Inside Account Manager: 2
Inside Account Manager: 3 Field Account Executive: 12	Inside Account Manager: 2 Field Account Executive: 11	Field Sales Manager: 1 Field Account Executive: 5
Insight Account Executive: 47	Insight Account Executive: 13	Insight Account Executive: 15

All members of the teams described will be involved in supporting the Participating Public Agencies of the Region ESC / Equalis Group Cooperative Agreement.

# 6. List the number and location of offices, or service centers for all states being proposed in solicitation

The list below outlines all of Insight's office locations and service centers in the United States.

# 7. Define your standard terms of payment

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



# 8. Who is your competition in the marketplace?

The IT hardware, software and services industry is very fragmented and highly competitive. Top competitors in North America include:

- Solution providers, value-added resellers and direct marketers such as CDW, Zones, Connection, SHI, Softchoice, Systemax, Computacenter, Bechtle, SoftwareONE, Comparex, and Crayon
- Systems integrators such as ePlus, Presidio, World Wide Technology, Perficient and Accenture
- Specialty retailers, aggregators, distributors, and to a lesser extent, national computer retailers, computer superstores
- Internet-only computer providers, consumer electronics and office supply superstores and mass merchandisers
- Product manufacturers, such as Dell, HP Inc., Apple, Lenovo and HPE
- Software publishers, such as IBM, Microsoft and Symantec
- National and global service providers, such as IBM Global Services and HP Enterprise Services
- E-tailers, such as Newegg, Buy.com

The competitive landscape in the industry is continually changing as various competitors expand their product and services offerings. In addition, emerging models such as cloud computing are creating new competitors and opportunities in messaging, infrastructure, security, collaboration and other services offerings, and, as with other areas, we compete both with resellers and directly with manufacturers, publishers or other service providers for many of these offerings. Further, many of our manufacturer and publisher partners are also our competitors, as many sell directly to customers, particularly larger enterprise customers.

### 9. Overall annual sales for last three (3) years

Net Sales By Sales Mix, By Segment for 2018, 2017 and 2016 in percentages were as follows:

Insight's Net Sales and Percentage of Sales By Sales Mix, By Region									
(dollars in thousands and in USD)									
	North America			EMEA			APAC		
	2018	2017	2016	2018	2017	2016	2018	2017	2016
Not Color	5,362,98	5,181,73	3,971,82	1,530,42	1,355,41	1,338,56	186,914	166,473	175,12
Net Sales	1	4	8	1	6	0			7
Sales Mix									
HW	67%	65%	62%	43%	40%	36%	16%	17%	11%
SW	21%	25%	29%	48%	52%	57%%	57%	61%	76%
SVCS	12%	10%	9%	9%	8%	7%%	27%	22%	13%
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%



Insight's Annual Report for FY 2019 has not been publicly released as of the RFP submission date of March 125, 2020. Region 10 ESC / Equalis Group can sign up for email alerts via Insight's Investor Relations page in order to receive notification when the report is available.

# https://investor.insight.com/home/default.aspx

# 10. Overall public sector sales, excluding Federal Government, for last three (3) years.

Insight does not publicly report annual sales number by segment. Please reference the response above to understand our annual sales for the last three (3) years.

# 11. What is your strategy to increase market share in the public sector?

In each of our geographic operating segments, we are focused on driving our growth objectives by acquiring new clients and expanding our relationships with existing clients by increasing the types of products and services they buy from us. In North America, we have a local market presence in key cities where we have invested in sales, technical and service delivery resources to drive growth with existing and new clients — particularly in the large account client space. In addition, we drive expansion in specific service/ solution areas with key partners. We are also concentrating our efforts on growing our business with state and local governments, K–12 education, and higher education. We have also invested in both local market and centralized sales resources to drive these efforts.

#### 12. What differentiates your company from competitors in the public sector?

Insight's Account Teams have created many unique value-added solutions based on the unique needs of our clients. Our Account Teams are encouraged to "think outside the box" for their clients, ensuring clients obtain the service levels they require to manage their business, drive costs down, and receive a positive client experience. Some examples of our unique offerings include:

- A highly customizable website
- Customized reporting
- Custom image loads via our own ISO 9001: 2015 certified labs
- Client owned goods warehouse
- Hot swap and national repair programs
- Warranty extension and consolidation programs
- Specialized shipping requests like palletizing
- Specialized on-site installation and data migrations
- Custom imaging and image consolidation
- Customized repair and warranty programs
- Asset disposal and retrieval programs
- Dedicated Account Teams and reserved toll-free numbers and email aliases
- Customized quarterly business reviews



- Creative financing and leasing options
- Software and services financing
- Software licensing consolidation and licensing asset management
- Ability to exchange business documents electronically using both ANSI X12 EDI ("Electronic Data Interchange") and XML B2B ("Business to Business") standards

# 13. Provide relevant information regarding your ordering process including your firm's on-line catalog/ordering website, and the ability for purchasing group members to verify they are receiving contract pricing.

Insight clients place orders via email, phone, or Insight's online ordering platform accessible through insight.com.

Insight.com includes efficient shopping tools to help you find the right products:

- Shop by Brand, Keyword or Company Standards Lists
- Custom catalogs and custom pricing
- Software License Agreements incorporated in your catalog
- Reduce incorrect purchases and returns with Guided Purchasing

Our customized checkout streamlines buying and contains costs:

- Specify carrier, payment, billing and shipping options for buyers
- Capture SmartTracker custom data at checkout
- Automate order approvals with our flexible approval routing

Our solution is flexible and highly configurable. You can create standards lists for frequently purchased items, or to ensure the right combination of hardware and software are purchased. By customizing bundle and product descriptions on your standards lists to terms that are familiar to everyone, you can streamline support calls and returns.

Public agencies will be able to verify they are receiving contract pricing because Insight has Not to Exceed (NTE) contract pricing on our website. Our experience with other cooperative contracts has proven that this approach works and makes it easy for our clients to confirm via our website that the quote they receive is at or below the NTE contract price.





Figure 1. By leveraging Insight's vast catalog of products and Insight.com online tools, you can confidently extend purchasing within your organization while maintaining your standards.

# 14. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Insight Teammates who support our public sector clients are located throughout the United States. Most of these Teammates are based out of the following Insight office locations.

- Dayton, OH
- Shelton, CT
- Austin, TX
- Addison, IL
- Spokane, WA

- Conway, AR
- El Segundo, CA
- Tempe AZ (Insight Global Headquarters)

Teammates are available to support Insight clients from 8 a.m. to 5 p.m. Monday through Friday in their respective regions.



# 15. Provide your safety record, safety rating, EMR and worker's compensation rate where available

Insight has not been issued any violation of OSHA or other health and safety agency regulations in the last five years. The information as requested and available for reporting is as follows:

# Insight Global HQ

Insight's Arizona OSHA Incident Rating = 0.84

• Insight's Global HQ is in Tempe, AZ, where there is the largest number of Teammates in one location.

# Insight's Main Distribution Center

Hanover Park OSHA Incident Rating = 4.1

• Insight's main Distribution Facility is located in Hanover Park, IL.

### EMR Rating (Companywide)

EMR rating for Insight = 0.70

16. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur. (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline.)

Insight maintains an Insight.com (www.insight.com) website availability SLA of 98.5% uptime as we reserve the right to perform routine maintenance and upgrades equating to approximately 1.5% downtime. Insight proactively notifies our clients of a scheduled updates outage. We post maintenance schedules on our website under your service site availability header. Insight does not schedule maintenance during regular Monday through Friday business hours. Updates are usually performed during late night hours.

SLAs and processes related to service times for installed equipment are dependent on the warranty level chosen for the specific product or terms outlined in a customized Statement of Work. Insight will work with each public agency on a case-by-case basis to understand SLAs, service times, processes, etc. at time of purchase. However, the Insight Teammate who serves as the Account Executive for the particular agency will always be available to support requests/reports associated with downtimes.

# 17. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

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



From time to time, Insight is party to various legal proceedings arising in the ordinary course of 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, 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 and 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 for disclosure. 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 resolution of a legal proceeding. Legal expenses related to defense, negotiations, settlements, rulings and advice of outside legal counsel are expensed as incurred.

Updates to lawsuits and litigation can be found under 'Legal Proceedings' in our 10-Q quarterly earnings filings posted on our Investor Relations page under 'Financial Reports' on insight.com at: <a href="http://investor.insight.com/financial-information">http://investor.insight.com/financial-information</a>.

# 18. Provide fill rates and average delivery timeframes met by specific distribution center.

Insight measures fill rates in three ways:

- 1. Order Fill a compare checking all order quantities and lines
- 2. Line Fill a compare displaying a compare at the line level
- 3. Unit Fill a compare that looks at total units ordered, and total unit shipped

We also measure in terms of sourcing determination from our system.

- ZTAS Orders eligible for virtual sourcing through distribution partner that fit our requirements for the order (cost and availability).
- ZDSP Orders not eligible to source automatically. Insight manually sources ZDSP orders from the buyer's determination. For master data reasons ZDSP orders run though pass/fail sourcing rules. Based on the demand patterns and run rates we may make the decision to source through our warehouse (see ZSTK below).
- ZSTK Orders that source specifically from our warehouse. The misses in fill rates on ZSTK orders are primarily based on run rate fluctuations, vendor constraints, and product availability.

Insight's average fill rates for product that does not require integration services is 1 Business Day on average as long as the delivery and transfer order is created by the Cut Off time which is between 4:00 p.m. and 7:00 p.m. CST (carrier dependent). The average delivery time is between 2-5 business days. However, it depends on the shipping type (NBD, 2-Day, Ground, etc.) requested by the public agency. Insight's shipping accuracy is 99.7% on average. Insight's Quality achievement rate is 99.9%. We achieve this rate by performing a standardized QA process on every device prior to it leaving our facility.



# Marketing/Sales

- 19. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days

Insight Public Sector will create a co-branded press release to post on our web site. Press releases are located on Insight's <u>Investor Relations - News Releases</u> page. Below is an example of an Insight press release.

Insight Public Sector Awarded 1
TEMPE, ARIZ. – Insight Public Sector has been awarded the Technology Products, Services, Solutions and Related Products and Services contract through the marks the eighth year Insight is participating in the eighth year Insight is parti
Through this contract, Insight (NASDAQ:NSIT) is able to sell its entire portfolio of hardware, software and services including solutions from the following named partners: Cisco, HP, Inc., Hewlett Packard Enterprise, Dell, Panasonic, EMC, Commvault, Symantec, Veritas, VMware, Apple, Microsoft, Citrix and NetApp.
the purchasing power of over 90,000 public agencies nationwide by offering the ability to make purchases through contracts that have been competitively solicited by a lead public agency. Participating public agencies include local and state government agencies, school districts (K-12), higher education institutions and nonprofits.
"We understand that budget pressure and staff limitations make it increasingly harder for public agencies to maintain service levels and properly research purchases," says Dave Cristal, VP and GM, Insight Public Sector. "Working through streamlines the process for them to procure, implement and manage the technologies an organization needs."
To learn more ways Insight can help public agencies deliver on their mission to the public, contact us at 1.800.546.0578 or or visit www.ips.insight.com
About Insight
From business and government organizations to healthcare and educational institutions, Insight empowers clients with Intelligent Technology <sup>TM</sup> solutions to realize their goals. As a Fortune 500-ranked global provider of hardware, software, cloud and service solutions, our 5,700 teammates provide clients the guidance and expertise needed to select, implement and manage complex technology solutions to drive business outcomes. Through our world-class people, partnerships, services and delivery solutions, we help businesses run smarter. Discover more at insight.com. NSIT-M
Contacts
Chuck King
Insight Enterprises, Inc.
Tel. (480) 409-6390
Email:chuck.king@insight.com

# b. Announcement of award through any applicable social media sites

We will announce our award on our Insight Public Sector social media platforms: LinkedIn, Twitter, and Instagram.



# c. Direct mail campaigns

We will send out an email campaign to our public sector customer database to announce the award and give details on who customers can follow up with at Insight Public Sector for more information. In addition, we will create an email OFT file (eCard) that Insight Public Sector account executives can send directly to their customers.

# d. Co-branded collateral pieces

Insight Public Sector will create a customer facing co-branded collateral PDF. Provided below is a sample of co-branded collateral we have created for our Vizient GPO partnership.



# Why Insight for healthcare?

At Insight, we apply proven, innovative health IT strategies to facilitate quality outcomes, reduce medical errors, standardize care and increase staff productivity. We have a track record of helping healthcare providers improve technology while supporting patient care and reducing overall cost of conversely.

We're your single source for end-to-end solutions, including:

- Advanced services
- Expert technical resources
- Customized solutions
- · Lifecycle and management services

#### The healthcare solutions you need

Insight is your connection to healthcare solutions that help your organization run smarter. As one of the world's largest IT solution providers, we combine technology from our 3,600+software, hardware and cloud partners with our services expertise to customize a solution for your healthcare goals.

Drive better patient outcomes with insight's Intelligent Technology" solutions and our Vizient Group Purchasing Organization (GPO) contract. Through this contract, Vizient members have access to specially priced technologies available through insight. Vizient members improve efficiencies and patient care in a variety of ways:

- Hardware and software pricing that maximizes purchasing power
- Highly trained and certified technology experts
- · Dedicated healthcare account representatives
- A variety of convenient leasing and payment plans
- Best-in-class e-commerce solutions

Insight will help your healthcare organization run leaner, faster and more cost-effectively.

1.800.INSIGHT | insight.com/gpos





# f. Participation in trade shows

Insight Public Sector participates in a variety of regional and national trade shows. We will promote the awarded contract by having co-branded collateral in our booths along with table-top signage. Booth staff will be trained on the contract.

# g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:

- i. Equalis Group and Region 10 ESC Logo
- ii. Link to Equalis Group and Region 10 ESC website
- iii. Summary of contract and services offered
- iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Insight will provide a dedicated Equalis Group and Region 10 ESC internet web-based homepage that includes the elements listed. Please reference the following web link for an example for an Insight website dedicated to a current contract.

Example of Dedicated Contract Homepage/Webpage



# h. Announcement within your firm, including training of the agreement with your national sales force

We will have an online sales training session for the Insight Public Sector sales team and an inperson training at selected sales offices. The online training will be recorded and posted to our Insight Public Sector intranet site that is regularly referenced by our salesforce.



# i. Marketing the agreement to new and existing government customers

Insight Public Sector will market the agreement at tradeshows, emails will be sent out from our sales teams, and co-branded emails will be sent out to our marketing database.

# 20. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Insight Public Sector agrees to share our logo to Region 10 ESC for marketing communications and promotions.

# 21. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

Insight has provided relatively conservative numbers for anticipated revenue for the first three years because this is a new cooperative that is not as well known in the marketplace among public agencies. However, if awarded a contract, Insight will prioritize working with our clients to educate them about the benefits of the cooperative. We expect that this prioritization and our marketing efforts will positively impact sales growth. Insight has an internal creative agency that creates all of our assets and marketing materials. We will leverage this capability to drive spend through the resultant cooperative agreement.

Year One (1)	\$250,000
Year Two (2)	\$500,000
Year Three (3)	\$1,000,000



## **Administration**

# 22. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Insight has successfully implemented several public sector and healthcare cooperative purchasing programs over the years. Our experience in the area of cooperative purchasing allows our internal teams to be ready to go from day one.

Successful implementation includes both sales training and marketing campaigns. However, most importantly, our contract compliance team is responsible for setting up the contract in our system to ensure that eligible clients are able to purchase the products and services in scope of the contract under the correct pricing structure.

Insight has had successful contract implementations with Vizient, Premier, Intalere, HPG, and OMNIA Partners. We would be happy to provide contact information upon down-select.

# 23. Describe the capacity of your company to report monthly sales through this agreement.

As an existing contract holder for a variety of active cooperative purchasing agreements, our Compliance department has successfully provided both contract and client-level reporting under the current contracts to the Lead Agency / contract sponsor(s) and Participating Public Agencies. Specific to this response, Insight would work with Region 10, Equalis Group, and public agencies to provide access to the various web reporting tools available through our website, as well as furnish customized reporting to them via Excel or other formats, on any frequency desired. We have standard reporting templates that clients can elect to use if they wish, or we will gladly put our data into our clients' required templates. Roughly 75% of our contract-related reporting is customized to match our clients' needs, and we have developed a robust infrastructure and processes to ensure we meet our clients' needs in this area.

# 24. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Over the years, Insight has refined our reporting capabilities in order to offer the best reporting available when you need to analyze and understand your IT expenditures.

### Standard Reports

We provide twenty-one standard reports that give you real-time access to your purchase history in both summary and detailed report formats.

• Detailed reports are available in multiple formats so you can sort data by desired criteria.



- Summary reports provide you with consolidated reporting for goods and services provided to your organization enterprise wide.
- Reports are available on demand 24/7, or we can email them as needed. Standard reports include:

# 21 Standard Reports:

Report Name	Description	Formats
Ad-Hoc Report	Allows client to select & order fields for customization Option to include custom accounting fields	XLS, CSV
Detail by Account w/ Customer PO	Includes detailed order info by account number and then by Purchase Order Option of including Partner Data.	HTML, PDF, XLS, CSV
Invoice Summary	Displays order information by Invoice date Report includes PO, order date, shipping information & invoice total	HTML, PDF, XLS, CSV
Invoiced Orders	Displays detail invoice information by invoice number. Option to include custom accounting fields.	XLS, CSV
Open Order Report	Orders that have not invoiced sorted by shipping location Option to include custom accounting fields	HTML, PDF, XLS, CSV
Order Confirmation	Order confirmations by account number & PO Report includes shipping, invoice and tracking information	HTML, PDF, XLS, CSV
Overall Sales History	Includes detailed order information by account. Option of including Partner Data & custom accounting fields.	XLS, CSV
Product Totals by Account & Shipping Location	Displays product totals by account number & then by shipping location. Option of including Partner Data.	HTML, PDF, XLS, CSV
Product Totals by Manufacturer	A summary report by manufacturer name with totals by product. Option of including Partner Data.	HTML, PDF, XLS, CSV
Purchase Activity Detail Report	A detailed order / invoice report.	HTML, PDF, XLS, CSV
Purchase Summary by Account	Displays quantity purchased by account location	HTML, PDF, XLS, CSV



Report Name	Description	Formats
Purchase Summary by Items Purchased	The summary list totals the quantity of each item shipped by product description	HTML, PDF, XLS, CSV
Purchase Summary by Manufacturer	A summary report by manufacturer	HTML, PDF, XLS, CSV
Purchase Summary by Shipping Location	Total Products shipped by shipping location	HTML, PDF, XLS, CSV
Snapshot	Graphical summary of 7 different data points (Top 10 Manufacturers, Top 10 Products, Dollars Spent, No. of Transactions, Order Method, Spending by Product Type, Sales by Month).	PDF
Software License Contract Summary	A summary report of all contractual licenses and maintenance products by manufacturer name, contract number, and point value.	HTML, PDF, XLS, CSV
Software Detail Data	A detailed report of all contractual license purchases. Option to include custom accounting fields including Partner Data	HTML, PDF, XLS, CSV
Software Summary by Manufacturer Name	Summary by manufacturer name with totals by product type (i.e. license, maintenance, shrink wrap) Option of including Partner Data.	HTML, PDF, XLS, CSV
Top Manufacturer Summary	Totals by manufacturer. Used to identify highest spend by manufacturer. Option of including Partner Data.	HTML, PDF, XLS, CSV
Total Sales by Year and Month	Sales by calendar month. Used to show spending trends over time. Option of including Partner Data.	HTML, PDF, XLS, CSV
Software Renewal Report	Displays information of upcoming renewal orders	XLS, CSV

# **Customizable Reports**

Ad-hoc reports can quickly be created online and customized from the information captured at the time of order entry through the website. Our ad-hoc report allows you to select fields and reorder them to create your own custom report.

Many reports offer further customization by including your custom data fields (Client Defined fields). Client Defined fields is a feature in our ordering system that provides custom tracking and reporting on your software or hardware orders for analysis by any type of criteria.



## Delivery, Format and Accessibility

Our reports have multiple delivery options and various formats, and access rights can be managed easily.

- You can schedule or run real-time standard or ad-hoc reports directly from your customizable order management website. Reports can be received through email, (s)ftp or posted to our website for quick and easy access to your purchasing data.
- Our reporting formats include: HTML, Excel, CSV, and PDF.
- We can provide hierarchical reporting by individual operating segment, business unit or subsidiary levels for all purchases made through Insight.
- Your web workflow administrators can easily manage access rights to reports by setting authorization and/or restriction levels at the User ID Level.

### **Inventory Reports**

Inventory reports can be run for customers that have product in our warehouses. These reports are basic Excel reports and include:

- Plant 60 Client Owned Inventory
- Plant 80 Client Supplied Inventory
- Plant 50 Client Reserved Inventory

# 25. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Insight would like to have a discussion regarding the administrative fee. The technology industry is highly competitive and administrative fees, particularly on products such as software and devices, can have a material impact on a Reseller's ability to be competitive in the marketplace. Insight recognizes the role administrative fees play in cooperative purchasing organizations, and we are not suggesting that the fees should be removed altogether. Rather, we would like to discuss creative ways to implement the fee that will be beneficial to both Equalis and to the Reseller.

# 26. Please provide your company's environmental policy and/or sustainability initiative.

Insight is dedicated to reducing its impact on the environment. We strive to improve our environmental performance over time and to initiate additional projects and activities that will further reduce our impact on the environment. Per our global environmental policy, Insight prevents pollution when possible and extends the life of technology by giving products a second life. We continue to improve over time by setting goals to reduce our impact each year.



Furthermore, through a program of continual environmental improvement and monitoring, Insight sets targets aimed at reducing energy consumption and improving energy efficiency, including the consumption of energy from sustainable sources where applicable. The company monitors and minimizes the generation of waste at source (including the management of stock) and takes all reasonable steps to see that waste is recycled or disposed of in a safe and environmentally acceptable manner. Insight offers teammates carpool benefits, car-charging stations and options to work from home. Our offices also recycle waste and use motion sensor lights.

Insight is committed to helping our clients reduce their impact on the world by offering green IT products, energy management solutions, IT asset disposal and more. Working in harmony with our teammates, vendors and clients, Insight strives to promote the use of suppliers and contractors who are managing and improving environmental performance.

In 2019, Insight was awarded the EcoVadis Silver Medal for Corporate Social Responsibility. Founded in 2007, EcoVadis provides evidence-based sustainability assessments for companies within global supply chains, rating each business across 21 important environmental, social and ethical performance criteria.

#### Green Initiatives.

Within our own walls, Insight is dedicated to reducing the company's impact on the environment. As an affiliate member of the Responsible Business Alliance (RBA), Insight fully supports the organization's vision of a global electronics industry that creates sustainable value for workers, the environment and business.

We strive to improve our environmental performance over time and to initiate additional projects and activities that will further reduce our impact on the environment. Per our global environmental policy, Insight prevents pollution whenever possible and extends the life of technology by giving products a second life. We continue to improve over time by setting goals to reduce our impact each year.

### North America Green Initiatives

- **Smart lighting**: Insight is replacing florescent lighting with longer lasting tubes, and sensor lighting has been put in place at our North America headquarters.
- **Repurposing equipment**: Office chairs throughout the office are recycled and old telephony is donated to charity for reuse.
- **Conservation efforts**: Insight participates in an ongoing initiative to encourage teams to turn power off at the end of day. We also use 100% recycled paper napkins and BioPAK disposable plates/cups in staff rooms.
- **Teammate education**: We provide all teammates with an understanding of Insight's environmental policy and their responsibilities in controlling and improving environmental performance.



• **Conscientious partners**: We promote the use of suppliers and contractors who are managing and improving environmental performance.

### **Green Initiatives**

27. Please provide your company's environmental policy and/or sustainability initiative.

Please refer to the response to Question 26 for the requested information.

# **Vendor Certifications (if applicable)**

28. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Insight has submitted an affidavit that commits our ability to offer all of the manufacturer's product lists in our response to the RFP. This affidavit takes place of submitting Letters of Authorization from all of the manufacturers we are authorized to resell to public sector clients.

#### CONFIRMATION OF MANUFACTURER AUTHORIZATION

Insight Public Sector, Inc. has the authority to offer response to RFP #EQ-013120-01 for Technology Substitution of the RFP response to RFP re	er all of the manufacturers' products listed in our Software, Equipment, Services and Related Solutions.
ACKNO	WLEDGMENT
State of Arizona County of Maricopa	
The foregoing instrument was acknowledged before the steinheiser, Global Compliance Officer / Assistant corporation, on behalf of the corporation.	
Notary Public	
	Note: On March 17, 2020, via email communication, Clint Pechacek approved postponing the submission of notarized forms due to the current Work From Home mandate for most companies. Notarized forms must be submitted prior to contract award.



## References

# 29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years.

Entity Name	Edinburg Consolidated Independent School District
Contact Name and Title	Dr. Eduardo Moreno, Assistant Superintendent
City and State	Edinburg, TX
Phone Number	956-289-2325 x3060
Years Serviced	13 Years
Description of Services	Software, Hardware, and Services
Annual Volume	\$2,000,000

Entity Name	Clint Independent School District
Contact Name and Title	Jose "Sal" Cabrera, Systems Analyst
City and State	El Paso, TX
Phone Number	915-474-9125
Years Serviced	9+ Years
Description of Services	Provided computer Hardware, Accessories and Audio- Visual Equipment
Annual Volume	\$100,000

Entity Name	City of Melbourne, FL
Contact Name and Title	Marcé Musser, Executive Assistant to CIO and IT Manager
City and State	Melbourne, FL
Phone Number	321-608-7700
Years Serviced	1 Year
Description of Services	Provided computer Hardware, Accessories and Software
Annual Volume	\$30,000

In addition to the references provided above, we have provided three case studies that demonstrate our ability to provide value to public sector clients through the services we offer. These case studies can be found following this page.



# Case Study 1

# Improving IT Procurement for a City Police Department

Procuring high-quality, low-cost hardware can be frustrating and challenging for small government organizations with limited IT staff. When a city police department found the bidding process for individual hardware vendors for each IT need was becoming costly and time-consuming, it reached out for help. The police department had to thoroughly vet each and every vendor to ensure the technology met government requirements. But a low-bid approach can lead to many unknowns.

"When problems arose after a technology vendor won a bid, we often couldn't get the hardware support we needed," says the police department's sergeant. "A vendor will promise the moon and the stars — and then we didn't get much out of the relationship."

The department needed a more reliable and efficient hardware procurement process.

"When Insight Public Sector helps us build requirements, they do it thoroughly so that we know exactly what we're getting, instead of having requirements change later after poor initial planning."

#### Cost-effective procurement

The state's municipal association introduced the police department to a cooperative purchasing contract / alliance that provides world-class government procurement resources and solutions. Through the program, the client connected with Insight Public Sector and was able to obtain low, government-contracted pricing on IT services and solutions. We also provided a single source for all of the department's technology needs, eliminating the need for Request for Proposal (RFP) requirements.

### Government purchasing, simplified

We helped the city police department procure Panasonic Mobile Data Terminals (MDTs) at a reduced price by leveraging the purchasing contract. And, using the lead public agency model drastically reduced the expense of preparing a bid and managing a contract — saving the city department significant time and money.

Thanks to a solid partner relationship with Panasonic, we were also able to provide the police department with Panasonic Toughbook laptops, Arbitrator 360° HD digital video recording systems and Arbitrator Body Worn Cameras.

"The [purchasing] contract with Insight Public Sector served as a one-stop shop for us," says the police sergeant. "We knew we were dealing with quality companies, and Insight Public Sector helped us get exactly what we wanted."

Throughout the procurement process, Insight helped the police department plan for both current and future technology needs — and provided post-purchase product support.



## A successful partnership

Leveraging Insight Intelligent Technology Solutions has reduced the police department's technology procurement costs, improved the quality of workforce technology and maximized hardware lifecycles — with some Panasonic Toughbook laptops lasting up to eight years.

"When Insight Public Sector helps us build requirements, they do it thoroughly so that we know exactly what we're getting, instead of having requirements change later after poor initial planning," the sergeant says.

With objective, experienced technical experts on hand to help, Insight continues to provide unbiased analysis of the city police department's needs, as well as the best IT solutions at the lowest government contract pricing.

# Case Study 2

# Government Agency Improves Data Availability and Uptime

A state and local government agency needed to update its servers and storage within strict budget and compliance standards in order to improve data availability and uptime. Insight provided the necessary pre-sales support so the Agency could choose the Dell EMC VxRail Appliance, helping the agency save 6-7 hours on each backup.

To be effective in business today requires timely access to data. If that access is hampered in any way, it can have a cascading effect on the organization and its customers. A state and local government agency faced that dilemma. The agency's aging IT environment limited data availability and caused intermittent system failure during the third shift of each day, leaving the agency unable to focus on its mission-critical objectives or reach its operational goals. Lengthy, time-consuming data backups added to the problem.

### Tackling a storage and server refresh

To continue to operate and serve the public effectively, the organization needed a solution that would quickly and seamlessly replace its legacy infrastructure — so its teams could collect, store, process, secure and manage data in the office or in the field.

The agency wanted a simple, easy-to-use solution that wouldn't require micro-managing. Employees didn't have seven to eight hours a day to waste waiting for data to back up to the system — or for the outdated IT environment to reboot.

Armed with the goals of improving performance speed, enhancing data availability and drastically reducing backup wait time, the agency set out to find a solution that would fit its stringent budget constraints and compliance requirements.



Insight's Supply Chain Optimization team stepped up to the challenge.

# A solution to handle any workload

Insight recommended the adoption of the Dell EMC VxRail Appliance solution, powered by VMware vSAN. It would be a natural fit for the VMware-based organization, making for a smooth, simple and fast transition. VxRail, a hyperconverged infrastructure, is built to quickly run storage-intensive workloads and launch applications at any scale.

# Improving productivity and response time

Having the Dell EMC VxRail Appliance in place enabled the client to deliver on its mission to effectively serve the public with 10x faster front-end input/output performance, lower and more predictable maintenance costs, and a three-year guaranteed warranty.

Perhaps most significantly, VxRail reduced data backup from a seven- to eight-hour process to only one hour with the Dell EMC Data Domain backup appliance, powered by Intel Xeon Scalable processors.

Data Domain systems ensure data recoverability while reducing data duplication.

As a result of the agency's technology environment refresh, data is constantly available to employees, and system downtime has been eliminated.



# Appendix G: Value Add

Insight is a leading Value Added Reseller (VAR) and Super Solution Integrator (SSI). Through our partnerships with 3,500+ manufacturers and publishers and customized Service solutions, we are able to offer Participating Public Agencies Complete Solutions and Equipment/ Products/Software-Only as defined in the RFP and outlined below.

- Complete Solution: A Complete Solution is a combination of equipment, products, software and services to install solutions to a properly operating status. This solution may also include continuous maintenance to sustain operating status throughout the life of the installation.
- Equipment/Products/Software Only: This solution may be appropriate for situations where Equalis members possess the ability to properly install and bring to operation the equipment, products, and/or software being proposed. Respondent(s) must show a capability to provide products to Equalis members, either directly or through a dealer/reseller network.

The information provided in the following sections outlines Insight's solutions that make us highly qualified and capable of providing nationwide support for Public Participating Agencies. We appreciate the convenience a cooperative agreement provides for both the Agencies and the Suppliers. We are committed to providing value in all the services we deliver.

### Insight's 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 offering choices from multiple partners enables us to better serve our clients by providing a variety of product solutions to address their specific business 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 products in virtual inventory in fulfilling our performance obligations to our clients. 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's Software Product Offerings

Our clients acquire software applications from us in the form of 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 agreements 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 we will continue to see migration to the cloud-based software alternatives discussed in our services offerings.

### **Product Line Card**

Our long-standing relationships with the companies outlined in our Product Line Card on the following page give participating agencies advantageous pricing.



# \$ Insight.

# Insight's Partners and Services

We build meaningful connections.

Technology is the currency of business. At insight, we are uniquely poised with compelling capabilities to help you deliver meaningful outcomes. With our strategic acquisitions, new services development and deep partner relationships, we help your business both manage IT today and transform the future. Our long-standing relationships with the companies below give you advantageous pricing.



































































































# ₩. ZEBRA

ЗМ 8X8 Absolute Acer Acronis Amazon AMD Arcserve Aruba Networks ASUS Avaya Barracuda Belkin Bitdefender BlackBerry Black Box Box

Brocade Brother International Canon USA Carbon Black Carbonite Check Point Concur Corel Corp. D-Link Dropbox Envision Peripherals Ergotron Erwin **ESET Software** Forcepoint Fujitsu America LTD Global Knowledge

Honeywell InFocus Jabra Jamf Kaspersky Lab Kensington Kodak Alaris LG Electronics USA Linksys Logitech Mindjet Mitel Networks MobileIron **NEC Display Solutions** NETGEAR Nuance Nutanix

OKI Data Okta OtterBox. Palo Alto Networks Planar Systems PNY Technologies Proofpoint Ouantum Ricoh Rubrik San Disk SAP Seagate Sennheiser SIIG SimpliVity SoftLayer

SolarWinds
SonicWall
Startech.com
Targus
TechSmith
Toshiba
TP-Link
Transcend Information
TriCentric
Unitrends
Verizon
WatchGuard
Western Digital
Xerox Corp.



# **Insight's Solution Offerings**

Insight's four solution areas have been organized to align with these challenges so that we can provide you with the most effective services and offerings to address these common issues, while still providing custom solutions to meet your individual needs.

- **Digital Innovation:** We help you **innovate smarter** by helping you drive differentiation across your digital experiences.
- Cloud + Data Center Transformation: We help you run workloads smarter. By
  defining and navigating cloud and data center platforms, we help you achieve business
  agility.
- **Connected Workforce:** We help employees **work smarter**. By connecting your workforce, we help you create meaningful and productive employee experiences.
- **Supply Chain Optimization:** We help you **invest smarter**. By optimizing your supply chain, we help you maximize resources and do more today so you can invest in the future.

As our portfolio both broadens and deepens, we speak to a range of clients and compete in a range of services. Though our solution areas, we create targeted messaging based on your needs and benefits that differentiate us in the space.



# **Supply Chain Optimization**

Today, the majority of IT budgets and time go to maintaining existing infrastructure — a necessity in managing day-to-day operations. However, now, more than ever, the IT department is tasked with both supporting and growing the organization — a tall order not always accounted for in resource allocation.

- By optimizing your supply chain, we help you maximize the value of your IT investment so you can do more.
- Through our e-procurement solutions, we simplify the process of procuring, maintaining and replacing technology solutions, freeing time and resources.
- Our industry and technical expertise provide the best solution for your unique challenges.
- We scale your organization through our global reach and broad and deep portfolio.
- Our strong partner relationships and long legacy provide peace of mind.

# Why Insight for Supply Chain?

At Insight, we help you invest smarter.



Though our large network of partners, broad portfolio of offerings, and lab facilities and capabilities, we deliver whatever you need, however you need it – quickly and efficiently.

- **Expert support**: Our 30+ years in technology mean you'll always have the right people to get the job done.
- **Easy-to-use tools**: Our tools were designed with a client-first mentality and are simple, intuitive and results-driven.

Best-fit technology solutions can be the difference between maintaining operations and innovating. We'll help you invest smarter with the right combination of cost, quality and support.

- **Procurement platform**: Strategic purchasing starts with aligning business goals and technology needs. Our tools make it easy to get the right solutions.
- **Product lifecycle services**: Proper integration takes a breadth of skills. We provide integration, deployment, warranty, maintenance and disposal services.
- **Software solutions and services**. Staying competitive requires modern software. We'll help you get the best value on new software purchases and compliance management.
- **Cloud products and management**: The cloud has changed the way we work. Insight's partnerships and services simplify procuring, provisioning and managing cloud solutions.



# Connected Workforce

The workforce is going through a cultural revolution. The workforce of today doesn't look like it did five years ago. And the workforce of tomorrow will look nothing like it does today. To compete, you need a workforce that is productive, connected and inspired.

- By connecting your workforce, we help you create meaningful and productive employee experiences that attract and retain talent.
- Through our vast distribution network and technology expertise across all devices, we seamlessly connect employees and organizations.
- By simplifying end-user experiences, our solutions mirror the ways employees live.
- Through our self-service and outsourced models, we deliver solutions in the manner best suited to your organization. And we do it all leveraging trusted and secure architectures.
- We help you evolve your technology offerings to provide experiences that attract, develop and retain the top employees.
- With deep analysis and strategic execution, we help your organization manage today and transform for the future.

# Why Insight for Connected Workforce?

At Insight, we help employees work smarter.



Insight is a true end-to-end partner. Our managed services offerings are expansive to help you build a cloud-first, mobile-first, next generation workplace. We'll help you drive productivity, simplify management and consolidate spending.

- **Insight Managed Office**: Holistic services cover device procurement, configuration, security and refresh with simplified pricing based on use.
- **Insight Managed Mobility**: Create a workforce that's productive anytime, anywhere and gain a single provider for unified endpoint management.
- Insight Managed Collaboration: Incorporate collaboration tools into your workflow to increase worker satisfaction and productivity on any device.
- **Insight Managed Deployment**: Deploy and refresh hardware and software efficiently and securely to keep your organization running at top performance.

We achieve real results through careful planning and strategic delivery. Our comprehensive process details every stage in your Connected Workforce journey, so you know where you're headed and how to get there. Our process includes:

- 1. **Discovery**: Assessing your existing state and establishing clear goals provides a solid foundation to guide your journey. To get the most accurate information, we begin each project by interviewing key stakeholders, gathering data and evaluating your infrastructure and offerings.
- 2. **Analysis**: Once we've collected your raw data, we explore every potential path to determine the fastest and most cost-effective approach for connecting your workforce. We analyze the data and identify the right devices for your needs, crafting a tailored approach that's optimized to handle your future workloads.
- 3. **Roadmap**: A detailed roadmap defines the end result and details the steps to achieve it. We quantify the timeline and cost to give you the most accurate and actionable plan. Based on this information, we're able to determine the length, complexity and cost commitment of your journey.
- 4. **Support**: Integrating new technology and transitioning your workforce are critical to long-term success. We're committed to supporting you post-launch. Carrying out your delivery strategy ensures you see a quick return on investment and get the most out of your new Connected Workforce initiatives.



# Cloud + Data Center Transformation

If technology is the new currency of business, data is its lifeblood. Maximizing your data's value has enormous potential to transform business. But turning that potential into reality is a complex challenge that requires making the right platform choices for the right workloads.

 By defining and navigating cloud and data center platforms, we help you optimize your organization.



- With experience in the latest cloud and data center technologies, we devise the right platform strategy to ensure maximum efficiency, productivity and agility.
- Through our business and technology expertise, we implement and manage those strategies to ensure they support your organization processes and optimize operations.
- Through our global reach and foresight, we deliver solutions that scale as your organization scales. And we do it all with a focus on, and commitment to, security and compliance.

# Why Insight for Transformation?

At Insight, we help you run workloads smarter so you achieve business agility.

We take a consultative approach to solving your IT challenges. With deep understanding of business, technology and workloads, we prescribe custom and complete solutions – from strategy and consulting to implementation and managed services.

- **Transformation services**: Improve your data center's performance and reduce IT costs. We offer migration, security, consolidation services and more.
- Cloud and data center platforms: Find each workload's best-fit platform. We'll align your workloads to the correct on-premises, cloud or hybrid option.
- **Support and managed services**: Get expert assistance for a single project or ongoing work with Insight OneCall support, engineering on demand and more.
- **Workshops and assessments**: Gain actionable insights and deep understanding of your organization through security assessments, strategy workshops and more.

With a proven methodology, expert technicians and end-to-end services, we help clients select, procure, implement, manage, and support the public and private infrastructure best suited to workload and business requirements.

We work as a client-focused integrator and are free to recommend the most appropriate solution — without the binding of a single technology, platform or vendor.

Our expertise includes:

- Modern data centers
- Cloud and hybrid optimization
- Intelligent and secure networks
- Enterprise security
- Managed operations



Digital Innovation



Now, more than ever, the customer experience lies at the heart of business growth. It drives differentiation. Competitive advantage. Loyalty.

- Through our rich, data-driven insights and creative mindset, we develop new revenue streams and help you monetize existing ones.
- Through our proprietary design process, we envision, architect and deliver high-quality and implementable solutions. Our process turns ideas into rich and powerful business outcomes quickly and smoothly.
- Through our deep industry expertise and highly specialized focus on Internet of Things (IoT), we help create meaningful connections with your customers. Leveraging our industry knowledge, intrinsic empathy and customer insights, we design and develop meaningful solutions that advance the way customers live and work.

And we do it all by putting people at the heart of everything we do to create relevant experiences.

# Why Insight for Digital Innovation?

At Insight, we help you innovate smarter so you can build meaningful digital experiences.

Insight Digital Innovation is dedicated to making the impossible possible. We combine cuttingedge technology, creating thinking and power of scale to deliver radical change to your business.

- **Optimize your operations**: Data and connective technology give you intelligent insights to optimize your organization to help you achieve more.
- **Engage your customers**: Personalized experiences proactively address customer needs and engage end users at a deeper level.
- **Empower your workers**: Friction-free tools empower your workforce and boost productivity, efficiency and satisfaction.
- **Enhance your products**: Maximize your earning potential and drive differentiation with modernized apps and offerings.
- **Create memorable experiences**: Our experts embrace rich data analytics coupled with deep expertise in the Internet of Things (IoT) and mobile app development.

#### Our services include:

- **Cloud enablement**: Streamline your operations with a robust cloud enablement plan that transforms your organization.
- **Data and AI**: Gather information in real time and transform it into meaningful insights with data analysis solutions and data intelligence consulting.
- **DevOps**: Break down silos and create more continuous digital experiences with Software as a Service (SaaS) solutions, DevOps tools, automation and more.



- **Digital Strategy**: Launch more effective products and services backed by a sound digital approach that combines deep expertise and a proven process.
- **Intelligent applications**: Drive efficiency in your workplace and create positive customer experiences with applications that provide real business value.
- **IoT and smart edge**: Drive digital transformation with smart devices and edge computing. We'll help you increase production, facilitate tracking and elevate interactions.
- **Transformation services**: Improve how your organization delivers, develops and approaches products and services. We'll help you adopt an Agile framework.

# Solutions provided include:

- **Connected Platform**: Truly connected spaces built with Insight's Connected Platform solution will help you unlock the value of your data enhancing the way people interact with their environment.
- **Connected Safety**: Connected Safety uses IoT-connected sensors to increase your ability to gather data and make informed decisions. It helps you prepare better, respond quicker and send vital facts to those in need.



# **Financing Services**

#### Overview

Today, more than ever, moving your organization forward is dependent upon implementing innovative IT business solutions supported by current technology. Whether your focus is on strategies to support productivity improvements, competitive opportunities or cost savings, this amalgamation of business and technology is driving demand for more capital and correspondingly more ROI. Today's IT leaders play an integral role in identifying ways to help move the organization forward with reduced costs and without extending the recovery period.

Insight Global Finance (IGF) provides flexible IT financing and leasing services to help you keep pace with innovation, meet business demands and manage your technology.

IGF also offers flexible Software Payment Programs including a uniquely structured multi-year software discount program and a wide variety of IT leasing and financing options. Our team of experts works with you to structure the lease, financing or software program that meets the specific goals and needs of your organization.

# **Financing Options**

IGF offers a wide variety of cost-effective and timely IT financing options. Leverage IGF financing options for hardware, software and services.

# IT Leasing/Financing Benefits

Overcome Budget Limitations	Many organization struggle to balance the need for new technology with budget constraints. IT leasing helps stretch budget dollars with low monthly payments and provides an additional financial resource.
Conserve Capital and Fix Costs for Licensing and Maintenance	Multi-year discounts and customized software payment programs can enable you to structure a program to create predictable fixed costs.
Remain Agile, Avoid Technology Obsolescence	Refresh your IT assets timely without the time constraints associated with capital acquisitions. Move your organization forward with leasing that gives you the ability to add on or upgrade your technology when the need arises.
Jump Start Your ROI with Reduced Up-Front Costs	With an IGF lease and/or IT financing solution, your cash remains untouched and available for other profitable uses. In addition, leasing expands your organization's financial resources without affecting established credit lines.

#### Uniquely Structured Software Payment Programs

Our software payment programs are designed to help you overcome budget limitations with customized payment solutions. We offer multi-year discounts that enable you to conserve your capital and help create predictable, fixed licensing and maintenance costs.



#### Payment Options:

- One- to Five-year Terms
- Delayed Payments
- 'Step and Skip Payment' structures
- Simple Two-Page Software Payment Agreement

# Leasing Value-Adds: Cost Savings

Now more than ever, clients are challenged by limited on-hand capital and a tight budget. Insight Global Finance helps organizations acquire the hardware, software and IT services you need to stay competitive with Insight.

Clearly, these difficult economic times present business challenges. Insight has provided below five reasons organizations large and small are financing and leasing IT with Insight:

- 1. The capital crunch. Preserve cash and access alternative sources of capital in an environment with reduced customer spending and bank lending.
- 2. Low upfront costs. Budget for monthly operating costs instead of heavy capital expenditures while leveraging 0% and payment deferral specials.
- 3. Predictable refresh timetables. A three-year lease helps you commit to best-practice hardware refresh cycles.
- 4. Multiyear software discounts. Roll integration and warranty costs into your lease agreement to rapidly deploy new technology after delaying a refresh.
- 5. Increased productivity. By reducing the need for onsite configuration and setup, end user productivity and morale is maintained even during large-scale rollouts.

#### Purchase Options

There are four lease purchase options available to choose from:

- Capital Lease Type of lease classified and accounted for by a lessee as a purchase and by the lessor as a sale or financing, if it meets any one of the following criteria:

   (a) the lessor transfers ownership to the lessee at the end of the lease term;
   (b) the lease contains an option to purchase the asset at a bargain price;
   (c) the lease term is equal to 75 percent or more of the estimated economic life of the property (exceptions for used property leased toward the end of its useful life); or (d) the present value of minimum lease rental payments is equal to 90 percent or more of the fair market value of the leased asset less related investment tax credits retained by the lessor.
- Finance Lease A finance lease is a full-payout, non-cancelable agreement, in which the lessee is responsible for maintenance, taxes and insurance.



- Master Line of Credit Also referred to as a master lease, it is a contract where the
  lessee leases currently needed assets and is able to acquire other assets under the
  same basic terms and conditions without negotiating a new contract.
- Operating Lease Any lease that is not a capital lease. These are generally used for short-term leases of equipment. The lessee can acquire the use of equipment for just a fraction of the useful life of the asset. Additional services such as maintenance and insurance may be provided by the lessor. Payments under this type of lease structure are treated as rental payments and therefore are 100% tax deductible operating expenses. Typically, the lessee returns the equipment at the end of the lease term or may have the option to purchase the equipment at fair market value.

# Fully Integrated Order Entry/Lease Process

After a Master Lease Agreement has been fully executed and a line of credit established for an organization, any order that has been approved and entered into Insight's SAP order entry system by the dedicated Click or tap here to enter text. Insight Account Team may be seamlessly transmitted to the IGF Administrative Team for lease schedule preparation and electronic transmission/presentation Click or tap here to enter text..

Accompanying each new lease schedule will be a Schedule A, which is customizable, Click or tap here to enter text. In conjunction with input from the Click or tap here to enter text. Insight Account Team and IGF Team, which will provide asset level detail for each item contained within the schedule.

Upon signature and return of all documents to IGF, accompanied by the first month's payment, the ordered equipment will be released for shipment to the specified organization.

Following the equipment's acceptance by the Lessee, Insight and/or other vendors are paid by IGF. All appropriate records are electronically updated for future reference by all parties, including the client (via secure web portal).

In order to facilitate planning and managing an organization's lease base, beginning and ending dates of all lease schedules, both active and inactive, are available on a 7x24 basis. Clients may be constantly aware of the maturity status of any given schedule and may employ this feature as an advance notice tool for end-of-lease notification issues, lease extension, buyout, upgrade, early termination, and coterminous schedule planning exercises.

#### Lease Return Overview

#### Program Highlights:

- Transportation Insight can provide low cost nationwide dock-to-dock or inside pickups.
- Asset Reporting Insight will provide a record of each serial number/asset tag on each item of equipment that is received, for easy asset retirement and tracking.
- Data Security Insight will perform either a one pass or DOD drive wipe on hard drives and provide a Certificate of Erasure



• Sourcing – If agreed to, Insight can source missing and damaged items on behalf of the client, to make units complete

# Client Responsibilities:

- Supply Insight with a list of items and availability date for each pick-up, along with contact, address and phone number
- Ensure equipment is de-installed and ready for pick-up
- Label each shipment with Insight identifier
- Identify shipment or list of equipment going back to Lessor

# Insight Responsibilities:

- Coordinate transportation arrangements for removal of the equipment, with the transportation company and designated client contact
- Audit all items received including complete cosmetic and technical and working functionality (normal processing, including wiping all drives)
- Provide a report of all items received within 10 days of receipt
- Inventory all equipment in separate inventory for deployment to Lessor
- Source any items needed to complete equipment, if directed to do so by the client
- Ship equipment to Lessor on behalf of the client, or let Lessor make their own pick up arrangements and pick equipment up at technical facility
- Provide client with BOL information regarding shipment back to Lessor

#### End-of-Lease Options

The FMV lease structure provides for the following end of term options:

- 1. Return equipment
- 2. Purchase the equipment at a price negotiated at end of term
- 3. Negotiate a structured lease extension at a mutually agreed upon monthly rate
- 4. Continue leasing the equipment on a month-to-month basis at the original monthly lease payment

Partial schedule buy out and/or return end of term options are negotiable but may affect the underlying schedule lease rate.

# End-of-Lease Processing

When equipment nears the end of its useful life, Insight will review the processes established by your chosen Leasing Provider(s), including roles and responsibilities, processing time, packaging and shipping process, data wipe services, MWD charges, etc. Insight will work closely with you to ensure all of the leasing company's requirements are met, and that any opportunity for cost savings and lease-end protections are realized.

# **CONFIRMATION OF MANUFACTURER AUTHORIZATION**

Insight Public Sector, Inc. has the authority to offer all of the manufacturers' products listed in our response to RFP #EQ-013120-01 for Technology Software, Equipment, Services and Related Solutions.  Lisanne Steinheiser  Global Compliance Officer / Assistant Secretary				
ACKNOW	ACKNOWLEDGMENT			
State of Arizona County of Maricopa				
The foregoing instrument was acknowledged before me on by Lisanne Steinheiser, Global Compliance Officer / Assistant Secretary, of Insight Public Sector, Inc. an Illinois corporation, on behalf of the corporation.				
Notary Public				
	Note: On March 17, 2020, via email communication, Clint Pechacek approved postponing the submission of notarized forms due to the current Work From Home mandate for most companies. Notarized forms must be submitted prior to contract award.			

# **CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: $\underline{\textbf{120 days}}$	
Company name	Insight Public Sector, Inc.
Address	6820 South Harl Avenue
City/State/Zip	Tempe, AZ 85283
Telephone No.	800.467.4448
Fax No.	480-760-9488
Email address	sledcontracts@insight.com
Printed name	Lisanne Steinheiser
Position with company	Global Compliance Officer & Assistant Secretary
Authorized signature	
Acknowledgement of Addendun	n #1Acknowledge
Term of contract	to
	racts are for a period of three (3) years with an option to renew annually for eed to by Region 10 ESC. Vendor shall honor all administrative fees for any et whether renewed or not.
Region 10 ESC Authorized Agent	 Date
Print Name	
Equalis Group Contract Number	

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open **Records Policy below:** We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. (Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.) We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. See note below signature (Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). March 17, 2020 Date

# Insight's Affirmative Action Plan provided in response to Doc #14.

After completion of award, these documents will be available for public inspection.

Insight's affirmative action program contains confidential, trade secret and commercial information protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to 18 U.S.C. 1905.

If supplied to a public official or representative of a governmental agency, whether pursuant to review proceedings or otherwise, it is understood that it is for review only, or examination for authorized purposes and may not be retained, copied or made available to others without receipt of express written permission of a duly authorized representative of our firm.

# Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

# Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

# Education Service Center, Region 10 (Equalis Group) Technology Software, Equipment, Services and Related Solutions RFP – EQ-013120-01

PAGE#/ SECTION#	TITLE	IDENTIFIED EXCEPTION / REDLINE	EXPLANATION OF PROPOSED LANGUAGE
16 of 76	L Autiolo 7 Delivere	Vendor shall deliver said materials	Draducto are not always available to be abine advicting
16 01 76	Article 7 – Delivery Provisions, 7.1 - Delivery	purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order, or as otherwise agreed to between Vendor and Customer.	Products are not always available to be shipped within 7 days, due to things like industry constraints or additional time needed for configuration. The Vendor should be able to communicate the expected ship date to the Customer, and as long as the Customer agrees, then the Vendor should not be deemed to be out of compliance.
16 of 76	Article 7 – Delivery Provisions, 7.5 - Additional Charges	Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and cost of the express charges may be added to the invoice.	It is a manual process to calculate the difference between standard freight and express freight, and is thus subject to human error. Insight requests the ability to charge the full express shipping charge.
21 of 76	Article 8 – Billing and Reporting, 8.3 – Reporting	Spend Data –  Distributer Landed Cost Total (without deviations)  Distributer Landed Cost Total (with MFR deviations)	Distributor landed cost is not publicly available. Insight is not able to disclose landed cost as part of a sales report.
22 of 76	Article 10 – Pricing Audit, 10.1 – Audit Rights	Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years one (1) year from the time such purchases are made.	There is a high internal cost associated with supporting audits and disruption to business. We are not set up for audits to be conducted beyond a one year scope.
23 of 76	Article 11 – Proposer Product Line, Requirements – 11.6 Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty, and one (1) year labor warranty unless other wise agreed to in writing.	All warranties provided by manufacturer are passed through to the purchaser. We cannot provide more of a warranty than the product manufacturer offers.
24 of 76	Article 12 – Site Requirements, 12.7 Maintenance Facilities and Support	It is proferred that each contractor chould have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installors chall be fully certified, trained and licensed to perform said duties.	In many cases, the manufacturer, not the reseller, is responsible for maintenance and support. It is unreasonable to notify Region 10 ESC of every manufacturer who will perform maintenance and support.
25 of 76	Article 13 – Miscellaneous, 13.7 – Subcontracts / Sub Contractors	Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor chall may be required to produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.	Contractor will provide verified statements at the request of the agency.

# **Appendix H: ADDITIONAL REQUIRED DOCUMENTS**

•	DOC #1	Clean Air and Water Act
•	DOC #2	Debarment Notice
•	DOC #3	Lobbying Certification
•	DOC #4	Contractors Requirements
•	DOC #5	Antitrust Certification Statement
•	DOC #6	Implementation of House Bill 1295
•	DOC #7	Boycott Certification
•	DOC #8	Terrorist State Certification
•	DOC #9	Resident Certification
•	DOC #10	Federal Funds Certification Form

# FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

• DOC #11 Arizona Contractor Requirements

#### FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

•	DOC #12	Ownership Disclosure Form
•	DOC #13	Non-Collusion Affidavit
•	DOC #14	Affirmative Action Affidavit
•	DOC #15	Political Contribution Disclosure Form
•	DOC #16	Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

#### **DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor:	Insight Public Sector, Inc.
Title of Authorized	Representative: Global Compliance Officer & Assistant Secretary
Mailing Address:	6820 South Harl Avenue, Tempe, AZ 85283
Signature:	In An

# **DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor:	Insight Public Sector, Inc.		
	d Representative: Global Compliance Officer & Assistant Secretary		
	6820 South Harl Avenue, Tempe, AZ 85283		
Signature:	Questo		

#### **DOC #3 LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.

Signature of Respondent

March 17, 2020

Date

#### **DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS**

# **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

# **Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

#### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

March 17, 2020

Date

# DOC #5 ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDO	R	RESPONDANT
ADDRES	Tempe, AZ 85283	Signature Lisanne Steinheiser
		Printed Name
		Global Compliance Officer & Assistant Secretary
		Position with Company
PHONE	800-467-4448	AUTHORIZING OFFICIAL
FAX	480-760-9488	Signature
		Lisanne Steinheiser
		Printed Name
		Global Compliance Officer & Assistant Secretary
		Position with Company

# **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

# Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### **Filing Process:**

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

#### DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

#### DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

#### DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

I certify that my company is X I certify that my company qu	a <b>"resident Bidder"</b> alifies as a <b>"nonresident Bidder</b> "			
If you qualify as a "nonresident Bidde	er," you must furnish the following	g information:		
What is your resident state? (The state your principal place of business is located.)				
Insight Public Sector, Inc.	6820 South Harl Avenu	ue		
Company Name	Address			
Tempe	Arizona	85283		
City	State	Zip		

#### DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

#### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? \_\_\_\_\_\_(Initials of Authorized Representative)

#### 2. Termination for Cause or Convenience:

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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? (Initials of Authorized Representative)

#### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? (Initials of Authorized Representative)

#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <a href="www.wdol.gov">www.wdol.gov</a>. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? (Initials of Authorized Representative)

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? (Initials of Authorized Representative)

# 6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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. Vendor agrees to comply with the above requirements when applicable. Does vendor agree? (Initials of Authorized Representative) 7. Clean Air Act and Federal Water Pollution Control Act: Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Does vendor agree? (Initials of Authorized Representative) 8. Debarment and Suspension: 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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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. Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 1/2549. Does vendor agree? \_\_ (Initials of Authorized Representative) 9. Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and other wise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? \_\_\_\_ (Initials of Authorized Representative)

# 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during 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 FPA guidelines.
Does vendor agree? (Initials of Authorized Representative)
11. Profit as a Separate Element of Price:  For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.  Does vendor agree?  (Initials of Authorized Representative)
12. General Compliance and Cooperation with Participating Agencies: In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.  Does vendor agree?  (Initials of Authorized Representative)
13. Applicability to Subcontractors  Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.  Does vendor agree?  (Initials of Authorized Representative)
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.
Insight Public Sector, Inc.  Company Name
Signature of Authorized Company Official
Lisanne Steinheiser
Printed Name
Global Compliance Officer & Assistant Secretary
Title
March 17, 2020
Date

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

#### DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify

any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned	hereby accepts and	l agrees to comply	with all statutory	compliance and	notice
requirements list	ed in this document	ŀ			
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March 17, 2020
Signature of Respondent

Date

# DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	Insight Public Sector, Inc.	
Street:	6820 South Harl Avenue	
City, State, Zip Code:	Tempe, AZ 85283	
Complete as appropriate	<u>:</u>	
	, certify that I am the s	sole owner of
	, that there are no partners	and the business is not
incorporated, and the pro	visions of N.J.S. 52:25-24.2 do not apply.	
OR:		
1	, a partner in	, do
forth the names and addrindividual partners owning OR:    Lisanne Ste Insight Public Sector, I names and addresses of a further certify that if one calso set forth the names a	esses of the stockholders holding 10% or more of the stockholders holding 10% or more of 20% or greater interest in that partnership.  Sinheiser, an authorized represence.  Il stockholders in the corporation who own 10% or more of such stockholders is itself a corporation addresses of the stockholders holding 10% or more a greater interest in that partnerses.	of that corporation's stock or the entative of hat the following is a list of the % or more of its stock of any class. I oration or partnership, that there is or more of the corporation's stock or
(Note: If there are no par	rtners or stockholders owning 10% or more in	terest, indicate none.)
Name	Address	Interest
None		
I further certify that the st	ratements and information contained herein, a	are complete and correct to the best
X Am	Global Compliance Officer & Assistant Secretary	March 17, 2020
Authorized Signature and	'Title	Date

# DOC #13 NON-COLLUSION AFFIDAVIT

SEAL

Com	pany Name: Insight Public S	ector, Inc.							
Stree	t: 6820 South Harl Avenue								
City,	State, Zip Code: Tempe, AZ	85283							
State	of New Jersey								
Coun	ty of								
,	Lisanne Steinheiser	- <b>f</b> +  -	Tempe						
I,	Lisanne Steinheiser  Name	oj tne	City		-				
in the	County of Maricopa		, State of		Arizona	of			
full a	ge, being duly sworn accordi	ng to law on m	y oath depose	and say that:					
	. Global Compliance Officer & Assis	tant Secretary . c.		Insight Public S	ector, Inc.				
i am	the Global Compliance Officer & Assis	of the	ne firm of	Company N	 ame				
collus propo made statei	that said Respondent has no ion, or otherwise taken any o sal, and that all statements with full knowledge that the ments contained in said bid p act for the said goods, service	action in restra contained in sa e Harrison Towi proposal and in	int of free, coi id bid proposo nship Board oj the statemen	mpetitive bidd al and in this a f Education rei	ing in connectio ffidavit are true lies upon the tru	n with the above and correct, and of the			
contr	ner warrant that no person o act upon an agreement or ur t bona fide employees or boi	derstanding fo	r a commissio	n, percentage	, brokerage or c	contingent fee,			
Insig	ht Public Sector, Inc.			who		ance Officer & Assistant Sec	creta		
Сотр	any Name		Autho	r <b>ized</b> Signatur	e & Title				
Subsc	ribed and sworn before me								
this _	17 day of <del>March</del>	, 20_20_	com post to th	munication, poning the s e current W	ork From Hon	ek approved f notarized forms d ne mandate for mo			
	y Public of New Jersey mmission expires , 2	20		companies. Notarized forms must be submitted prior to contract award.					

# **DOC #14 AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)** Company Name: \_\_\_\_\_Insight Public Sector, Inc. Street: 6820 South Harl Avenue City, State, Zip Code: \_Tempe, AZ 85283 **Bid Proposal Certification:** Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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 photo copy of their Federal Letter of Affirmative Action Plan Approval OR 2. A photo copy of their <u>Certificate of Employee Information Report</u> OR Χ 3. A complete Affirmative Action Employee Information Report (AA302) 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 upon receipt from the Harrison Township Board of Education Χ 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.

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

Global Compliance Officer & Assistant Secretary

March 17, 2020

Date

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

#### DOC #15 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 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

- 30. 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).
- 31. 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.
- 32. 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.
- 33. 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 <a href="www.nj.gov/dca/lgs/p2p">www.nj.gov/dca/lgs/p2p</a>. 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.
- 34. 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) 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:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o 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 <a href="N.J.S.A.">N.J.S.A.</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.

Vendor Name: Insight Pu	blic Sector, Inc						
Address: 6820 South Har							
City: Tempe	State: AZ	Zip: 8	5283				
The undersigned being authorize compliance with the provisions	-					nts	
accompanying this form.	Lisanne Steir	Lisanne Steinheiser		Global Compliance Officer & Assistant Secretary			
Signature	Printed Name	Printed Name			Title		
Part II – Contribution Disclosur	* * * * * * * * * * * * * * * * * * * *						
political contributions (more th committees of the government Check here if disclosure is p	entities listed on the for	m provided	-		sion to the		
Contributor Name	Recipient N	lame		Date	Dolla	Amount	
Not Applicable	Not Applie	cable		NA	\$	NA	
		-					
		-					

## 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 <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

#### DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

NOTE: On March 17, 2020, via email communication, Clint Pechacek approved postponing the submission of notarized forms due to the current Work From Home mandate for most companies. Notarized forms must be submitted prior to contract award.

#### **Appendix I: CERTIFICATES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

There are no certifications to submit as part of the RFP submission.



#### I. AFFIRMATIVE ACTION PROGRAM FOR WOMEN AND MINORITIES

Insight Enterprises Inc

Corporate Establishment

6820 S. Harl Avenue Street Address

Tempe, AZ 85283
City and State

Inclusive Dates of the AAP: January 1, 2019 to December 31, 2019

Program Completed by: Brittany Thomas, Human Resources Manager

Telephone Number: 469-443-3750

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#### **CONFIDENTIALITY OF RECORDS**

This affirmative action program contains confidential, trade secret and commercial information protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to 18 U.S.C. 1905. In addition, exemptions 3 and 4 of the Freedom of Information Act (FOIA) protect information in this document from mandatory disclosure to FOIA requestors. See, e.g., Chrysler v. Brown, 441 U.S. 281 (1979). The release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., CAN Financial Corp. v. Donovan, 830 F.2d 1132, 1144 and N.73 (D.C. Cir.), cert. Denied, 485 U.S. 977 (1988).

If supplied to a public official or representative of a governmental agency, whether pursuant to review proceedings or otherwise, it is understood that it is for review only, or examination for authorized purposes and may not be retained, copied or made available to others without receipt of express written permission of a duly authorized representative of our firm.

#### PRELIMINARY STATEMENT

This affirmative action program has been voluntarily prepared as a reaffirmation of the company's commitment to equal employment opportunity and affirmative action. In preparation of the Program, the terminology used in Executive Order 11246 and its implementing regulations has been used as a guide. Therefore, the use of such terms as "placement goal", "expected number", "problem area", "utilization", "distribution", etc., should not be construed as an admission that in fact either minorities or women have been or presently are being discriminated against in any way in violation of federal, state or local fair employment practice laws. Further, nothing contained in this material or the data supporting this program should be construed as an admission that any such federal, state or local fair employment practice laws have been contravened.

In developing and implementing this program, the company has been guided by its established policy of providing equal employment opportunity. Any goals, which are established herein, are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing its affirmative action program. The use of goals in this program is not intended to discriminate against any individual or group of individuals with respect to any employment opportunity for which they are qualified on the grounds that they are not the beneficiaries of affirmative action themselves. Nothing herein is intended to sanction the discriminatory treatment of any person. Thus, this plan has been developed in strict reliance upon the affirmative action guidelines issued by the Equal Employment Opportunity Commission (EEOC) and the regulations issued by the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP).

# COMPLIANCE OF PERSONNEL POLICIES AND PRACTICES WITH THE SEX DISCRIMINATION GUIDELINES 41CFR 60-20

The company's personnel policies and practices are monitored to ensure that they are in keeping with the letter and spirit of applicable EEO regulations and the affirmative action program. It is expressly stated that there shall be no discrimination against any employee or applicant on account of sex.

It is the policy of this company to recruit employees of both sexes for all jobs. Newspaper and other media advertisements for employment opportunities do not express a gender preference and in fact carry an affirmative action statement.

When dealing with a bargaining unit for employees, if there is a written agreement on conditions of employment, such agreement does not contain language that is discriminatory on the basis of sex. The company insists that employees of both sexes have equal opportunities to any available job that he or she is qualified to perform. The company and this facility have instituted personnel policies and practices which ensure that employment opportunities, wages, hours, or other conditions of employment are not discriminatory to either sex; this includes employer contributions for insurance, pensions, and other similar group benefits.

There is no distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex. Employment is not denied to women with young children. Employees of one sex are not given any preferential treatment over the other sex in cases of termination, layoff or other similar actions. Physical facilities are made available to employees of both sexes. The company does not follow any state guidelines on sex limitations if they are contrary to federal regulations issued by appropriate compliance agencies. Women are not denied particular jobs because of any state "protective" laws.

Female employees are not penalized in their conditions of employment because they require time away from work on account of childbearing. Women are granted medical leaves of absence upon evidence from the woman and her physician that she is pregnant. The start of the medical leave is left up to the employee and her physician. The female employee on medical leave is entitled to return to work to her former position or a position similar in status and wages for which she is eligible. She continues to accrue credited service while on leave.

The company pension program provides no age distinction for male or female employees in either mandatory or optional retirement. Neither wage and salary scales nor seniority lists are related to or based upon the sex of employees.

#### COMPLIANCE OF PERSONNEL POLICIES WITH GUIDELINES ON DISCRIMINATION BECAUSE OF RELIGION OR NATIONAL ORIGIN 41 CFR 60-50

Discrimination in any term or condition of employment with the company on the basis of religion and/or national origin has always been and will continue to be prohibited.

As such, we do not seek or request information regarding the religious beliefs and/or national origin from any employee or applicant.

This policy is published and publicized internally and externally. Internally, our policy prohibiting discrimination on the basis of religion and national origin is included in all posted Equal Employment Opportunity policy statements. Similarly all recruiting sources are directed to refer applicants without regard to religion or national origin.

In keeping with this policy, reasonable accommodations are made for individual religious observances and practices unless such an accommodation would impose an undue hardship on the conduct of our business. Generally, we will try to make reasonable accommodations to the religious observances and practices of any employee who regularly observes Friday evening and Saturday, or some other day of the week, as Sabbath and/or who observes certain religious holidays during the year and is conscientiously opposed to performing work or engaging in similar activity on such days. In determining the extent of the hardship imposed, we may consider business necessity, financial costs and expenses, and employee relations.

# RESPONSIBILITIES FOR IMPLEMENTATION OF <u>EEO POLICY</u> 41 CFR 60-2.17(a)

With the support of senior management, Brittany Thomas, Human Resources Manager, has overall primary responsibility for implementation of the company's EEO policy and affirmative action program. All employees are responsible to cooperate with this person and act in accordance with the prescribed policies and procedures. All members of management are familiar with the policy, fully support it, and apply these principles in good faith.

To ensure compliance with the Equal Employment Opportunity policy and affirmative action program, Brittany Thomas, and/or designated staff, will as appropriate:

- 1. Develop policy statements and internal and external modes of communication;
- 2. Conduct regular discussions with managers, supervisors, and other employees to be certain the company's policies are being followed;
- 3. Advise supervisors that they are responsible for complying with company policies;
- 4. Implement audit and reporting systems that will measure the effectiveness of the affirmative action program, identify the need for action areas, determine the degree to which the company's goals and objectives have been attained, and ensure that the company is in compliance with applicable employment laws and regulations;
- 5. Advise management regarding the effectiveness of the affirmative action program and offer suggestions for remedial action if warranted;
- 6. Keep management informed of the latest developments in the areas of affirmative action and equal employment opportunity.

#### **RACE & SEX CODES**

- 1. White (not Hispanic or Latino) A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- 2. <u>Black or African American (not Hispanic or Latino)</u> A person having origins in any of the Black racial groups of Africa.
- 3. <u>Hispanic or Latino</u> A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- 4. **Asian (not Hispanic or Latino)** A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian Subcontinent including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- 5. <u>American Indian or Alaskan Native (not Hispanic or Latino)</u> A person having origins in any of the original peoples of North America and South America (including Central America), and who maintains tribal affiliation or community attachment.
- 6. Native Hawaiian or Other Pacific Islander (not Hispanic or Latino) A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- 7. **Two or More Races** All persons who identify with more than one of the above five races.

#### **SEX CODES**

M Male F Female

#### **EEO-1 JOB CATEGORIES**

- 1.1 Executive/Senior Level Officials and Managers Individuals who plan, direct and formulate policies, set strategy and provide the overall direction of organizations. Example: chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents, chief information officers, chief HR officers, chief marketing officers, chief legal officers, management directors and managing partners.
- 1.2 First/Mid Level Officials and Managers.— Managers other than Executive/Senior Level. Managers who lead major business units implementing policies, programs, and directives of executive/senior managers through subordinate managers. Example: VPs and directors; group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. Those who report directly to middle managers are also included. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing day-to-day operational objectives. Example: first-line, team, unit, operations & production, branch, administrative services, purchasing & transportation, storage & distribution, call center or customer service, technical support, and brand or product managers.
- 2. <u>Professional</u> Jobs requiring bachelor or graduate degrees and/or professional certification or comparable experience. Example: accountants & auditors; airplane pilots & flight engineers; architects; artists; chemists; computer programmers; designers; dieticians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians & surgeons; social scientists; teachers; and surveyors.
- 3. <u>Technicians</u> Jobs requiring applied scientific skills usually obtained by post-secondary education of varying lengths. Example: drafters; emergency medical technicians; chemical technicians; and broadcast & sound engineering technicians.
- 4. <u>Sales Workers</u> Non-managerial activities that wholly or primarily involve direct sales. Example: advertising sales agents; insurance sales agents; real estate brokers & sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.
- 5. <u>Administrative Support Workers</u> Jobs involving non-managerial tasks providing administrative and support assistance, primarily in office settings. Example: office & administrative support workers; bookkeeping, accounting & auditing clerks; cargo & freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving & traffic clerks; work processors & typists; proofreaders; desktop publishers; and general office clerks.
- 6. <u>Craft Workers</u> Higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers; jobs related to the installation, maintenance and part replacement of equipment, machines & tools; and some production occupations that are distinguished by the high degree of skill and precision required to perform them based on clearly defined task specifications. Example: boilermakers; brick & stone masons; carpenters; electricians; painters; glaziers; plumbers, pipefitters & steam fitters; roofers; elevator installers; earth drillers; oil & gas rotary drill operators; blasters & explosive workers; automotive mechanics; aircraft mechanics; electric & electronic equipment repairers; millwrights; etchers & engravers; tool & die makers; and pattern makers.
- 7. Operatives Jobs involving operation of machines or factor-related processing equipment or operating and controlling equipment to facilitate the movement of people or materials. These occupations require intermediate skill level and usually do not require more than several months of training. Example: textile machine operators; laundry & dry cleaning workers; photographic process works; weaving machine operators; electrical & electronic equipment assemblers; semiconductor processors; testers; graders & sorters; bakers; butchers; and other meat, poultry & fish processing workers; bridge & lock tenders; truck, bus or taxi drivers; industrial truck & tractor (forklift) operators; parking lot attendants; sailors; conveyor operations; and hand packers & packagers.
- 8. <u>Laborers and Helpers</u> Jobs requiring limited skills and only brief training to perform tasks that require little or no independent judgment. Example: production & construction worker helpers; vehicle & equipment cleaners; laborers; freight, stock & material movers; service station attendants; construction laborers; refuse & recyclable materials collectors; septic tank servicers; and sewer pipe cleaners.
- **9.** Service Workers Jobs including food service, personal service, cleaning service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Example: Cooks; bartenders; other food service workers; medical assistants and other healthcare support occupations; hairdressers; ushers; transportation attendants; cleaners; janitors; porters; transit and railroad police and fire fighters; guards; private detectives and investigators.

## PROBLEM AREAS 41 CFR 60-2.17(b)

This establishment conducts in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. These analyses include evaluation of the following:

- (1) Workforce by organizational unit and job group to determine whether there are any problems with utilization or distribution of minorities or women;
- (2) Personnel activity, including applicant flow, hires, terminations, and promotions to determine whether there are selection disparities;
- (3) Compensation systems to determine whether there are gender-, race-, or ethnicity-based disparities;
- (4) Selection, recruitment, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- (5) Other areas that might impact the success of the affirmative action program.

Job groups where underutilization of minorities or women exists are identified in the "Placement Goals" section of this AAP.

During the year, every good faith effort will be made to meet these placement goals as opportunities arise in recruiting, promoting, and transferring. Our ultimate goal is to reach and maintain 100% availability in all job groups.

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#### ACTION-ORIENTED PROGRAMS 41 CFR 60-2.17(c)

This establishment is committed to increasing the diversity of its workforce and to promoting equal employment opportunity for all at all levels of the organization. It undertakes affirmative steps to reach the placement goals identified while continuing to hire and promote the best qualified people to carry out its mission.

The following are among the action-oriented programs designed to eliminate problems and attain goals and objectives:

- Continue to recruit minorities and women in percentages consistent with their availability; maintain records of all applicants; conduct an adverse impact analysis to determine if minorities and women are applying in insufficient numbers.
- Recruit for a diverse pool of applicants through the employment service delivery system, diversity recruiting events, target schools, and job postings in a variety of media which targets minorities, women, veterans, and individuals with disabilities.
- Select qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, marital status, genetic information, disability or protected veteran status or any other status or characteristic protected by federal, state, or local law. When apparently qualified minority or female employees are rejected for promotion or upgrading, supervisory personnel provide justification.
- Train human resources personnel in affirmative action best practices.
- Provide human resources related training to managers and supervisors.
- Train all employees in non-discrimination, anti-harassment, and company values.
- Ensure that facilities and company sponsored social and recreational activities are not segregated and encourage all employees to participate in all company sponsored events. (41 CFR 60-1.8)

## AUDIT AND REPORTING 41 CFR 60-2.17(d)

This establishment monitors the effectiveness of its affirmative action program.

This establishment's EEO coordinator will:

- (1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the non-discriminatory policy is carried out;
- (2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- (3) Review report results with all levels of management; and
- (4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.



# II. AFFIRMATIVE ACTION PROGRAM FOR INDIVIDUALS WITH DISABILITIES

Insight Enterprises Inc
Company

Corporate Establishment

6820 S. Harl Avenue Street Address

Tempe, AZ 85283
City and State

Inclusive Dates of the AAP: January 1, 2019 to December 31, 2019

Program Completed by: Brittany Thomas, Human Resources Manager

Telephone Number: 469-443-3750

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#### <u>DEFINITIONS</u> 41 CFR 60-741.2

For the purpose of implementing the affirmative action program, the following definitions apply:

"Disability" means with respect to an individual: (i) A physical or mental impairment that substantially limits one or more major life activities of such individual; (ii) A record of such impairment; or (iii) Being regarded as having such an impairment. 41 CFR 60-741.3 lists exceptions: individuals currently engaging in the illegal use of drugs; alcoholics whose current use of alcohol prevents such individual from performing the essential functions of the job; or those with a contagious disease which would constitute a direct health threat. The term impairment as defined in this part does not include homosexuality, bisexuality, transvestitism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, or other sexual behavior disorders; compulsive gambling, kleptomania, or pyromania; or psychoactive substance use disorders resulting from current illegal use of drugs.

"Essential functions" are fundamental job duties of the employment position the individual with a disability holds or desires. Reasons a job function may be considered essential include but are not limited to (1) the reason the position exists is to perform that function, (2) there are a limited number of employees available among whom the performance of that job function can be distributed, and/or (3) the function is so highly specialized that the incumbent in the position is hired for his or her expertise or ability to perform that particular function.

"Major life activities" means functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. For the purpose of Section 503 of the Act, primary attention is given to those life activities that affect employability.

"Physical or mental impairment" means (1) any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine; or (2) any mental or psychological disorder, such as an intellectual disability (formerly termed mental retardation), organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Qualified individual" means an individual who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Reasonable accommodation" means: (1) modifications to a job application process that enable a qualified applicant with a disability to be considered for the position such applicant desires; (2) modifications to the work environment or to the manner or circumstances under which the position is customarily performed that enable a qualified individual with a disability to perform the essential functions of that position; or (3) modifications that enable the employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities.

"Record of such impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. An individual shall be considered to have a record of a disability if the individual has a history of an impairment that substantially limited one or more major life activities when compared to most people in the general population, or was misclassified as having had such an impairment.

"Regarded as having such an impairment" except in the case of impairments that are both "minor" and "transitory", occurs any time a prohibited action is taken against the individual because of an actual or perceived impairment. Prohibited actions include but are not limited to refusal to hire, demotion, placement on involuntary leave, termination, exclusion for failure to meet a qualification standard, harassment, or denial of any other term, condition, or privilege of employment.

"Substantially limits" shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by law. Substantially limits is not meant to be a demanding standard and should not demand extensive analysis. An impairment is substantially limiting within the meaning of this section if it substantially limits the ability of an individual to perform a major life activity as compared to most people in the general population.

#### MEDICAL EXAMINATIONS AND INQUIRIES 41 CFR 60-741.23

As part of its employment process, this company may make inquiries into the ability of an applicant to perform job-related functions, and/or may ask an applicant to describe or demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions.

Employment entrance examinations (and/or inquiries) are not given unless all entering employees in the same job category are subjected to such an examination (and/or inquiry) regardless of disability.

Job-related medical exams may be required of employees if they are consistent with business necessity. Inquiries may be made into the ability of employees to perform job-related functions.

If the results of such examinations are used to screen out applicants or employees with disabilities, it will be demonstrated that the exclusionary criteria are job-related and consistent with business necessity, and that performance of the essential job functions cannot be accomplished with reasonable accommodations as required in this part.

Information obtained regarding the medical condition or history of any applicant or employee shall be collected and maintained on separate forms and in separate medical files and treated as a confidential medical record, except that:

A manager or supervisor is to be informed regarding any restrictions on the work or duties of the applicant or employee and necessary accommodations;

First aid and personnel are to be informed when appropriate, if the disability might require emergency treatment; and,

Government officials engaged in enforcing the laws administered by the OFCCP, or enforcing the Americans with Disabilities Act, as amended, shall be provided relevant information on request.

Information obtained regarding the medical condition or history of any applicant or employee shall not be used for any purpose inconsistent with this part.

## AVAILABILITY OF THE AFFIRMATIVE ACTION PROGRAM 41 CFR 60-741.40, 60-741.41

This written affirmative action program is designed solely for individuals with disabilities.

This affirmative action program will be reviewed and updated annually by the official designated pursuant to 60-741.44(i). Any significant changes in the program, including employees' benefits or rights, will be communicated to employees.

All employees have been informed through posting on bulletin boards of the affirmative action policy toward individuals with disabilities.

Employees who believe themselves covered by the Rehabilitation Act have been informed that they can identify themselves at any time and ask to be included in the program.

This facility's full affirmative action program, absent the data metrics required by 60-741.44(k), shall be available in the Human Resources department for inspection during regular business hours upon request by any employee or applicant.

#### INVITATION TO SELF-IDENTIFY 41 CFR 60-741.42

Applicants who believe they are an individual with a disability as defined in 60-741.2(g)(1)(i) or (ii) are invited to voluntarily self-identify as such at the time they apply or are considered for employment. The invitation may be at the same time race and gender information is requested but is separate from the application.

Once an employment offer has been made but before job duties begin, applicants are invited to self-identify.

Employees are invited to voluntarily self-identify if they believe themselves to be an individual with a disability as defined in 60-741.2(g)(1)(i) or (ii). Invitations are made at five year intervals and at least once between these intervals employees are reminded that they may voluntarily update their disability status at any time.

Information is requested on a voluntary basis. No individual will be compelled or coerced to self-identify as an individual with a disability. All information on self-identification is kept confidential, and maintained in a data analysis file and is not a part of the medical files of the individual employee.

An individual with an obvious disability who did not self-identify may be identified by the designated official and included in the affirmative action program.

#### AFFIRMATIVE ACTION POLICY, PRACTICES AND PROCEDURES 41 CFR 60-741.44

## A. EQUAL EMPLOYMENT OPPORTUNITY POLICY 41 CFR 60-741.44(a)

The company's equal opportunity policy, supported by the chief U.S. official, is posted for employees and applicants to read in areas where employees gather and job seekers apply for employment and is included in this affirmative action program. The policy notice will be provided in a format understandable to the disabled individual.

#### B. REVIEW OF PERSONNEL PROCESSES 41 CFR 60-741.44(b)

The company ensures that its personnel processes do not stereotype disabled individuals in a manner that limits their access to all jobs for which they are qualified and that applicants and employees with disabilities have equal access to these processes. The HR Manager reviews personnel processes to determine whether its programs provide the required affirmative action for employment and advancement of qualified disabled individuals. Data is collected to include total applicants, applicants with disabilities, job openings, jobs filled, and total hires of individuals with disabilities. The company creates a Utilization Analysis for Individuals with Disabilities. Based upon the goals set, this company makes ongoing efforts to search for effective methods of specific, targeted outreach for qualified individuals with disabilities.

## C. PHYSICAL AND MENTAL QUALIFICATIONS 41 CFR 60-741.44(c)

Each year all job descriptions are reviewed to ensure that any job qualification requirements that tend to screen out qualified individuals with disabilities are job-related and are consistent with business necessity and the safe performance of the job. Any information obtained during that inquiry is maintained in a confidential manner as required by law.

## D. REASONABLE ACCOMMODATION 41 CFR 60-741.44(d)

Every reasonable attempt will be made to accommodate the physical and mental limitations of a disabled employee or applicant. Consideration will be given to modification of existing physical facilities, machinery, and job duties, and in supplying physical aids as may be required and deemed financially reasonable. If an employee with a disability is having significant difficulty performing his or her job and it is reasonable to conclude that the problem is related to the disability, the employee is confidentially advised of the performance problem and asked if the problem is related to the disability. In the case of an affirmative response, a confidential inquiry is made regarding the need for reasonable accommodation. In determining the extent of accommodations, business necessity and financial cost will be considered among other factors.

#### E. HARASSMENT AND INTIMIDATION *41 CFR 60-741.44(e)* and *41 CFR 60-741.69*

The company has developed a policy and implemented procedures to provide a discrimination and harassment–free workplace and to ensure that its applicants and employees, including those with disabilities, are not harassed because of their disability status.

No individual shall be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities:

- (1) Filing a complaint;
- (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended or any other Federal, State, or local law requiring equal opportunity for disabled persons;
- (3) Opposing any act or practice made unlawful by Section 503 or its implementing regulations in this part or any other Federal, State or local law requiring equal opportunity for disabled persons; or
- (4) Exercising any other right protected by Section 503 or its implementing regulations in this part.

## F. EXTERNAL DISSEMINATION OF POLICY, OUTREACH, AND POSITIVE RECRUITMENT 41 CFR 60-741.44(f)

This company has undertaken appropriate outreach and positive recruitment activities to ensure affirmative action for its disability program.

Written notification of company policy related to affirmative action efforts is sent to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.

Sources that may be enlisted in outreach efforts, depending upon circumstances, include but are not limited to: the State Vocational Rehabilitation Service Agency (SVRA), State mental health agency, or State developmental disability agency; the Employment One-Stop Career Center or American Job Center; the Department of Veterans Affairs Regional Office; Department of Labor funded entities such as Employer Assistance and Resource Network (www.earnworks.com); local Employment Network organizations listed in the Social Security Administration's Ticket to Work Employment Network Directory (www.yourtickettowork.com/endir); local disability groups, organizations, or Centers for Independent Living; placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.

As appropriate to meet our commitment to individuals with disabilities, this facility may undertake some of these activities: formal briefing sessions with recruiting sources with explanations of current and future job openings, position descriptions, worker specifications, the selection process, recruiting literature, and arrangements for referral of applicants, follow up, and feedback; special efforts at

educational institutions to reach students who are individuals with disabilities; participation in work-study programs with schools and universities and through EARN; participation of individuals with disabilities in career days, youth motivation programs, and related activities in their communities; any other positive steps necessary to attract qualified individuals with disabilities and consideration of disabled applicants for all available positions for which they may be qualified when the position(s) applied for is unavailable.

A self-assessment of outreach and recruitment efforts is conducted and documented, including the criteria used and the conclusion reached regarding the effectiveness of each effort. If the review indicates that the totality of outreach efforts were not effective, alternative efforts will be implemented.

Documentation of all activities will be retained for three (3) years.

## G. INTERNAL DISSEMINATION OF POLICY 41 CFR 60-741.44(g)

To ensure a strong and effective outreach program, this facility has developed internal procedures to communicate to executive, management, supervisory, and other employees its obligation to employ and advance in employment qualified individuals with disabilities and to encourage them to aid in meeting this obligation.

At a minimum, the policy is included in the policy manual if one exists or otherwise made available to employees and if a collective bargaining agreement is involved, union officials and/or employee representatives are notified and requested to cooperate.

All employees and prospective employees are informed of this facility's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities.

The EEO policy may be publicized in the company newspaper, magazine, annual report and other media; discussed at special meetings with executive, management, and supervisory personnel; and discussed thoroughly in employee orientation meetings and management training programs when conducted.

Individuals with disabilities are included in employee and company publications where employees are featured.

## H. AUDIT AND REPORTING 41 CFR 60-741.44(h)

This company has an auditing system which measures the effectiveness of our program and the degree to which our objectives have been met; indicates the need for any remedial action; and, determines whether individuals with known disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities.

Compliance with the affirmative action program's specific obligations is measured and all actions taken as part of the auditing system are documented and retained as employment records subject to the recordkeeping requirements of 60-741.80.

At the end of each AAP year, the HR Manager will review the Utilization Analysis for Individuals with Disabilities for the program's effectiveness in obtaining the desired goals. Where the affirmative action program is found to be deficient, more effective means of outreach will be sought in the new AAP year.

#### I. RESPONSIBILITY FOR IMPLEMENTATION 41 CFR 60-741.44(i)

**Brittany Thomas, Human Resources Manager** is responsible for implementation of affirmative action activities and is identified on all internal and external communications. This official is given necessary senior management support and staff to manage the implementation of this program.

#### J. TRAINING 41 CFR 60-741.44(j)

All personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes have been carefully selected and trained to ensure elimination of bias in all personnel actions. The total selection process has been reviewed to ensure freedom from stereotyping disabled persons in a manner that might limit their access to all jobs for which they are qualified.

#### COMPLAINT PROCEDURES 41 CFR 60-741.61

Any employee or applicant for employment who is an individual with a disability may personally, or by an authorized representative, file a written complaint alleging a violation of the Act or the regulations in this part. The complaint may allege individual or class-wide violation(s). Such complaints must be filed no later than 300 days from the date of the alleged violation unless the time for filing is extended by the OFCCP for good cause shown.

Complaints may be submitted to the OFCCP, 200 Constitution Avenue, NW, Washington, DC 20210, or to any OFCCP regional, district or area office.

Internal procedures have been established at this facility to investigate complaints of alleged discrimination from disabled applicants or employees prior to filing with the OFCCP. When a complaint is known, an investigation will be conducted. At the completion of the investigation, if the complaint is valid, efforts will be made to correct the problem and reasonable accommodations made if needed. If, at the end of the investigation, the complaint is found not to be valid, the complainant will be so informed and also advised of his rights to file a complaint with the OFCCP. The complaints and related actions are kept confidential as much as practicable.

If a disabled individual files a complaint with the OFCCP alleging noncompliance with the requirements of the Act, the company will cooperate with the OFCCP in its investigation of the complaint, and provide necessary pertinent information regarding its employment practices with respect to individuals with disabilities.

Information concerning complaint procedures is available to all employees.

Complaints must be signed by complainants or authorized representatives and must contain the following information:

- i. Name and address (including telephone number) of the complainant;
- ii. Name and address of the contractor who committed the alleged violation;
- iii. The facts showing that the individual has a disability, a record or history of disability or was regarded by the contractor as having a disability;
- iv. A description of the act or acts considered to be a violation, including the pertinent dates (in the case of an alleged continuing violation, the earliest and most recent date that the alleged violation occurred should be stated); and
- v. Other pertinent information available which will assist in the investigation and resolution of the complaint, including the name of any known federal agency with which the employer has contracted.

A complaint filed by an authorized representative need not identify by name the person on whose behalf it is filed. The person filing the complaint, however, shall provide the OFCCP with the name,

address and telephone number of the person on whose behalf it is made, and the other information specified above. The OFCCP shall verify the authorization of such a complaint by the person on whose behalf the complaint is made. Any such person may request that the OFCCP keep his or her identity confidential, and the OFCCP will protect the individual's confidentiality wherever that is possible given the facts and circumstances in the complaint.

Where a complaint contains incomplete information, OFCCP shall seek the needed information from the complainant. If the information is not furnished to OFCCP within 60 days of the date of such request, the case may be closed.

The Department of Labor shall institute a prompt investigation.



# III. AFFIRMATIVE ACTION PROGRAM FOR VETERANS

Insight Enterprises Inc

Corporate Establishment

6820 S. Harl Avenue Street Address

Tempe, AZ 85283
City and State

Inclusive Dates of the AAP: January 1, 2019 to December 31, 2019

Program Completed by: Brittany Thomas, Human Resources Manager

Telephone Number: 469-443-3750

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#### <u>VETERAN DEFINITIONS</u> 41 CFR 60-300.2

For the purpose of implementing the company's affirmative action program for veterans, the following definitions are being used:

- "Protected Veteran" means a veteran who is protected under the non-discrimination and affirmative action provisions of the Act; specifically, a veteran who may be classified as a "disabled veteran", "recently separated veteran", "active duty wartime or campaign badge veteran", or an "Armed Forces service medal veteran".
- "Disabled Veteran" means (1) a veteran of the U.S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or (2) a person who was discharged or released from active duty because of a service-connected disability.
- "Active Duty Wartime or Campaign Badge Veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the Department of Defense.
- "Armed Forces Service Medal Veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).
- "Recently Separated Veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service

#### MEDICAL EXAMINATIONS AND INQUIRIES 41 CFR 60-300.23

As part of its employment process, this facility may make inquiries into the ability of an applicant to perform job-related functions, and/or may ask an applicant to describe or demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions.

Employment entrance examinations (and/or inquiries) are not given unless all entering employees in the same job category are subjected to such an examination (and/or inquiry) regardless of their status as a disabled veteran.

Job-related medical exams may be required of employees if they are consistent with business necessity. Inquiries may be made into the ability of employees to perform job-related functions.

If the results of such examinations are used to screen out applicants or employees who are disabled veterans, it will be demonstrated that the exclusionary criteria are job-related and consistent with business necessity, and that performance of the essential job functions cannot be accomplished with reasonable accommodations as required in this part.

Information obtained regarding the medical condition or history of any applicant or employee shall be collected and maintained on separate forms and in separate medical files and treated as a confidential medical record, except that:

A manager or supervisor is to be informed regarding any restrictions on the work or duties of the applicant or employee and necessary accommodations;

Safety and health personnel are to be informed, when appropriate, if the disability might require emergency treatment; and,

Authorized government officials engaged in enforcing the laws administered by the OFCCP or enforcing the Americans with Disabilities Act, shall be provided relevant information on request.

Information obtained regarding the medical condition or history of any applicant or employee shall not be used for any purpose inconsistent with this part.

## AVAILABILITY OF THE AFFIRMATIVE ACTION PROGRAM 41 CFR 60-300.40, 60-300.41

This facility has developed a written affirmative action program designed solely for veterans covered by the Act.

The facility will review and update its affirmative action program for veterans annually. Any significant changes in the program, including employees' benefits or rights, will be communicated to employees.

This facility's full affirmative action program, absent the data metrics required by 60-300.44(k), shall be available in the Human Resources Department for inspection during regular business hours upon request by any employee or applicant.

All employees of this facility have been informed through posting on bulletin boards of the company's affirmative action policy toward veterans. Employees who believe themselves covered by the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 (VEVRAA) have been informed that they may make a request to benefit under the affirmative action program at any time.

#### INVITATION TO SELF-IDENTIFY 41 CFR 60-300.42

Applicants who believe they are protected veterans are invited to voluntarily self-identify as a protected veteran (but not in a specific category) at the same time race and gender information is requested.

Once an employment offer has been made but before job duties begin, applicants are invited to self-identify to which, if any, of the specific categories of protected veterans they belong.

Information is requested on a voluntary basis, will be kept confidential, refusal to provide it will not subject the applicant to any adverse treatment, and it will not be used in a manner inconsistent with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.

If an applicant identifies himself or herself as a disabled veteran, inquiry will be made as to whether an accommodation is necessary.

#### <u>AFFIRMATIVE ACTION POLICY, PRACTICES AND PROCEDURES</u> 41 CFR 60-300.44

## A. EQUAL EMPLOYMENT OPPORTUNITY POLICY 41 CFR 60-300.44 (a)

The company's equal opportunity policy, supported by the chief U.S. official, is posted for employees and applicants to read in areas where employees gather and job seekers apply for employment and is included in this affirmative action program.

## B. REVIEW OF PERSONNEL PROCESSES 41 CFR 60-300.44 (b)

Personnel processes are reviewed by the HR Manager to ensure that they provide the required affirmative action for employment and advancement of qualified covered veterans. Data is collected to include total applicants, protected veteran applicants, jobs opened and jobs filled and percentage filled with protected veterans. Should our hiring benchmark not be met, the company will search for more effective methods of specific, targeted outreach for protected veterans. Employment records are maintained to determine the availability of promotable and transferable qualified covered veterans presently employed and to determine whether their present and potential skills are being fully utilized or developed. If there are job openings, covered veterans are processed through the regular employment procedures.

### C. PHYSICAL AND MENTAL QUALIFICATIONS 41 CFR 60-300.44 (c)

All physical and mental job qualification standards in position descriptions are reviewed to ensure that, to the extent that such standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity. Any information obtained during this review is maintained in a confidential manner as required by law.

## D. REASONABLE ACCOMMODATION 41 CFR 60-300.44 (d)

Every reasonable attempt will be made to accommodate the physical and mental limitations of a disabled veteran or applicant. Consideration will be given to modification of existing physical facilities, machinery, and job duties, and in supplying physical aids as may be required and deemed financially reasonable. In the construction of new facilities, or the redesigning of facilities within existing buildings, barrier-free architectural designs will be considered. In determining the extent of accommodations, business necessity, and financial cost, will be considered among other factors.

## E. HARASSMENT AND INTIMIDATION 41 CFR 60-300.44 (a), 41 CFR 60-300.44 (e) and 41 CFR 60-300.69

The company has developed a policy and implemented procedures to provide a discrimination and harassment–free workplace and to ensure that its applicants and employees, including veterans, are not harassed because of their veteran status.

No individual shall be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities:

- (1) Filing a complaint;
- (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) or any other Federal, state, or local law requiring equal opportunity for protected veterans;
- (3) Opposing any act or practice made unlawful by VEVRAA or its implementing regulations in this part or any other Federal, state or local law requiring equal opportunity for covered veterans; or
- (4) Exercising any other right protected by VEVRAA or its implementing regulations in this part.

# F. EXTERNAL DISSEMINATION OF POLICY, OUTREACH AND POSITIVE RECRUITMENT 41 CFR 60-300.44 (f)

This facility has undertaken appropriate outreach and positive recruitment activities to ensure affirmative action for protected veterans.

Written notification of company policy related to affirmative action efforts is sent to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.

Sources that may be enlisted in outreach efforts, depending upon circumstances, include but are not limited to: the Veterans' representative at the local employment service office, Department of Veterans Affairs Regional Office, veterans' counselors on college campuses, service officers of the national veterans' groups in the area, local veterans' groups and service centers, the Department of Defense Transition Assistance Program or any subsequent program that might replace it in whole or in part, and any organization listed in the Employer Resources section of the National Resource Directory (<a href="http://www.nationalresourcedirectory.gov/">http://www.nationalresourcedirectory.gov/</a>), or any future service that replaces or complements it.

As appropriate to meet our commitment to veterans, this facility may undertake some of these activities: formal briefing sessions with recruiting sources with explanations of current and future job openings, position descriptions, worker specifications, the selection process, recruiting literature, and arrangements for referral of applicants, follow up, and feedback; special efforts at educational

institutions; participation in work-study programs with the Department of Veterans Affairs rehabilitation facilities; participation of protected veterans in career days, youth motivation programs, and related activities in their communities; any other positive steps necessary to attract qualified protected veterans, and consideration of protected veteran applicants for all available positions for which they may be qualified when the position(s) applied for is unavailable.

An annual self-assessment of outreach and recruitment efforts will be conducted and documented, including the criteria used and the conclusion reached regarding the effectiveness of each effort. If the review indicates that the totality of outreach efforts were not effective, alternative efforts will be implemented.

Documentation of all activities will be retained for three (3) years.

## G. INTERNAL DISSEMINATION OF POLICY 41 CFR 60-300.44 (g)

To ensure a strong and effective outreach program, this facility has developed internal procedures to communicate to executive, management, supervisory, and other employees its obligation to employ and advance in employment qualified protected veterans and to encourage them to aid in meeting this obligation.

At a minimum, the policy is included in the policy manual if one exists or otherwise made available to employees and if a collective bargaining agreement is involved, union officials and/or employee representatives are notified and requested to cooperate.

All employees and prospective employees are informed of this facility's commitment to engage in affirmative action to increase employment opportunities for protected veterans.

The EEO policy may be publicized in the company newspaper, magazine, annual report and other media; discussed at special meetings with executive, management, and supervisory personnel; and discussed at employee orientation meetings and reviewed during management training programs when conducted.

Disabled veterans are included in employee and company publications where employees are featured.

#### H. AUDIT AND REPORTING SYSTEM 41 CFR 60-300.44 (h)

This company has an auditing system which measures the effectiveness of our program and the degree to which our objectives have been met; indicates the need for any remedial action; and, determines whether known protected veterans have had the opportunity to participate in all company sponsored educational, training, recreational and social activities.

Compliance with the affirmative action program's specific obligations is measured and all actions taken as part of the auditing system are documented and retained as employment records subject to the recordkeeping requirements of 60-300.80.

The HR Manager will review the Veteran Hiring Benchmark Analysis for the program's effectiveness in attaining the desired benchmark. Where the affirmative action program is found to be deficient, more effective means of outreach will be sought in the new AAP year.

## I. RESPONSIBILITY FOR IMPLEMENTATION 41 CFR 60-300.44 (i)

**Brittany Thomas, Human Resources Manager** is responsible for implementation of affirmative action activities identified on all internal and external communications. This official is given necessary senior management support and staff to manage the implementation of this program.

#### J. TRAINING 41 CFR 60-300.44 (j)

All personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes have been carefully selected and trained to ensure elimination of bias in all personnel actions. The total selection process has been reviewed to ensure freedom from stereotyping protected veterans in a manner that might limit their access to all jobs for which they are qualified.

#### COMPLAINT PROCEDURES 41 CFR 60-300.61

Any employee or applicant for employment may personally, or by an authorized representative, file a written complaint alleging a violation of the Act or the regulations in this part. The complaint may allege individual or class-wide violation(s). Such complaints must be filed no later than 300 days from the date of the alleged violation unless the time for filing is extended by OFCCP for good cause shown

Complaints may be submitted to the OFCCP, 200 Constitution Avenue, NW, Washington, DC 20210, or to any OFCCP regional, district, or area office. Complaints may also be submitted to the Veterans' Employment and Training Service of the Department of Labor directly, or through the Local Veterans' Employment Representative (LVER) at the local employment service office. Such parties will assist veterans in preparing complaints, promptly refer such complaints to OFCCP, and maintain a record of all complaints which they receive and forward. OFCCP shall inform the party forwarding the complaint of the progress and results of its complaint investigation. The state workforce agency shall cooperate with the Deputy Assistant Secretary in the investigation of any complaint.

Internal procedures have been established at this facility to investigate complaints of alleged discrimination from covered veterans prior to filing with the OFCCP. When a complaint is known, an investigation will be conducted. At the completion of the investigation, if the complaint is valid, efforts will be made to correct the problem and reasonable accommodations made if needed. If, at the end of the investigation, the complaint is found not to be valid, the complainant will be so informed and also advised of his/her rights to file a complaint with the OFCCP. The complaints and related actions are kept confidential.

If a veteran files a complaint with the OFCCP alleging noncompliance with the requirements of the Act, the company will cooperate with the OFCCP in its investigation of the complaint, and provide necessary pertinent information regarding its employment practices with respect to veterans.

Information concerning complaint procedures is available to all employees.

Complaints must be signed by the complainant or his or her authorized representative and must contain the following information:

- i. Name and address (including telephone number) of the complainant;
- ii. Name and address of the contractor who committed the alleged violation;
- iii. Documentation showing that the individual is a protected veteran or pre-JVA veteran;
- iv. A description of the act or acts considered to be a violation, including the pertinent dates (in the case of an alleged continuing violation, the earliest and most recent date that the alleged violation occurred should be stated); and

v. Other pertinent information available which will assist in the investigation and resolution of the complaint, including the name of any known Federal agency with which the employer has contracted.

A complaint filed by an authorized representative need not identify by name the person on whose behalf it is filed. The person filing the complaint, however, shall provide OFCCP with the name, address and telephone number of the person on whose behalf it is made, and the other information specified above. OFCCP shall verify the authorization of such a complaint by the person on whose behalf the complaint is made. Any such person may request that OFCCP keep his or her identity confidential, and OFCCP will protect the individual's confidentiality wherever that is possible given the facts and circumstance in the complaint.

Where a complaint contains incomplete information, OFCCP shall seek the needed information from the complainant. If the information is not furnished to OFCCP within 60 days of the date of such request, the case may be closed.

The Department of Labor shall institute a prompt investigation of each complaint.



#### State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY CONTRACT COMPLIANCE AUDIT UNIT EEO MONITORING PROGRAM P.O. BOX 206 TRENTON. NJ 08625-0206

FORD M. SCUDDER State Treasurer

## ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in to 15-JAN-2019 15-JAN-2016 effect for the period of





FORD M. SCUDDER State Treasurer

INSIGHT ENTERPRISES, INC. 6820 SOUTH HARL AVE. PEMPE

AZ 85283