# **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which <u>may</u> be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	What is your company's official registered name?	Insight Public Sector, Inc.
	What is the mailing address of your company's headquarters?	2701 E. Insight Way Chandler, AZ 85286
	Who is the main contact for any questions and notifications concerning	Erica Falchetti Director, Public Sector Business Development
	this RFP response, including notification of award? Provide name, title, email	erica.falchetti@insight.com 480.333.3071
Products/Pricing (30 Points)	address, and phone number.	
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee?	Yes
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Insight works closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity, including any promotions and incentives that become available. We are proactive and aggressive in our efforts to continuously lower costs for our clients. We highly encourage our clients to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offerings

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		related to large procurements, promotions, and incentives and Insight will drive our internal resources and partners to offer the best pricing available.
Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?	<ul> <li>Yes. Please note that Insight's offering excludes the following: <ul> <li>All Oracle solutions</li> <li>All NetApp solutions</li> <li>Apple solutions to K12 schools</li> </ul> </li> <li>Regarding shipping, Insight provides free basic best way ground shipping for all applicable orders to Public Agencies within the continental U.S. Should a Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will</li> </ul>
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	<ul> <li>provide a written quote of estimated freight charges prior to order placement.</li> <li>Invoices are generated when an order is shipped or otherwise fulfilled and can be sent via hard copy, email, Electronic Data Exchange (EDI), or in a summary billing statement. Insight's standard payment terms are net 30 days from date of invoice. An invoice is processed and mailed/emailed/delivered to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement. Maintenance is invoiced in advance of the coverage period based on the contractual agreement with the publishers.</li> <li>The format of the invoice includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number, manufacturer product number, unit pricing, number of units ordered, terms of payment, and any applicable sales tax. Non-standard, client-specific information can additionally be provided, as mutually determined by the Public Agency and Insight.</li> <li>Insight accepts checks, credit cards, procurement cards, and EFT/ACH payments. The preferred payment method is EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.</li> <li>Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check or EFT/ACH. Credit card payments for point-of-sale transactions may be made online.</li> <li>Along with the payment options listed above, Insight offers clients the ability to exchange documents electronically via our Insight eCommerce procurement portals (Ariba, Coupa,</li> </ul>
Other factors relevant to this section as submitted	No answor is required. Pegion 10 will will	Oracle SAP using cXML, EDI and extending to API). The your overall response and the products/services provided in Attachment B to make this
by the Respondent	determination	e your overall response and the products/services provided in Attachment B to make this
Performance Capability (25 Points)		
Product, service and solution features and capabilities	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	Insight is offering our entire portfolio of hardware, software, cloud and services solutions— with the exception of Oracle (all Public Agencies) and Apple (K12 only). We hold partnerships with over 8,000 OEMs and software publishers, with the ability to quickly onboard new partners as we develop those relationships. With more than 14,000 employees globally and

Outline how your products and services compare to those of your competitors.	300+ dedicated just to public sector, our services and sales teams can provide the complete range of products and services requested. As an experienced industry-leading Solutions Integrator, we offer leveraged purchasing power. Insight can provide products and solutions in all categories outlined in the RFP, including Technology Software, Technology Equipment, Technology Services, Related Technology Solutions, Emerging Technologies and Professional Services. Insight has 36 years of experience successfully deploying end-to-end solutions and product and software deployments. We have teammates supporting Public Agencies in all 50 states and can confirm our ability to provide national coverage. Insight is driven to provide the best product solutions and services our clients seek in order to earn and keep their loyalty. We are not a manufacturer/publisher, so our product offerings focus on competitive pricing by leveraging our three decades of large-scale buying power along with our supply-chain expertise to provide solutions. We believe our services—design, implementation, consulting and advisory offerings—give our clients a complete range of understanding and technical expertise rather than limit them to one discrete specialty. These aspects differentiate us from our competitors.
Describe how you maintain multiple manufacturer brand offerings and applicable vetting strategies for onboarding new product brands.	At Insight, we are proud of the fact that our vast portfolio of OEMs and publishers allows us to offer a wide variety of solutions to our clients. As a trusted advisor to our clients, we take seriously the job of managing brand offerings and acting as a gatekeeper between the vendors that provide the solutions and the Insight teams who sell them. To that end, we have a department dedicated to onboarding new OEMs and publishers when needed by our clients. Our Product Management group has established processes in place to onboard new partners on either a one-time basis (for a select purchase) or for ongoing purchases going forward. The processes for these partners and the timelines associated with each differ based on the requirements and the partners; Insight will utilize our industry expertise to assist in quickly onboarding any OEMs or publishers when requested. In the event that we are not able to onboard a specific partner, we will employ our product experts and existing manufacturer relationships to provide alternate solutions and recommend product alternatives.

Outline how your products, services and/or solutions meet necessary industry standards and regulatory requirements.	<ul> <li>Insight's designated public sector teams are versed in the stringent standards, regulatory requirements, and governance required by governmental and/or educational organizations. We work directly with OEMS and publishers to stay abreast of evolving regulatory compliance, industry standards, and trends.</li> <li>Insight has obtained ISO 9001 (Quality Management Systems) and ISO 27001 (Information Security Management Systems) to maintain high-quality products and services while adhering to security and confidentiality requirements for customer data. We also participate in industry benchmarking initiatives to ensure continuous improvement and performance.</li> <li>Additionally, Insight teammates hold over 2,500 certifications in solutions, products and software solutions, and we can confirm our ability to meet stringent design and operating controls for clients to meet a vast range of regulatory requirements.</li> </ul>
Describe environmental and energy efficiency practices your organization follows such as end-of-life device removal and sustainability initiatives.	<ul> <li>Insight is committed to helping our clients, partners, teammates, and community protect the environment. We seek opportunities to reduce energy consumption, improve energy efficiency and reduce waste. As a Solutions Integrator, some of the ways we help organizations reduce negative environmental impacts and sustain more ecological responsible practices include: <ul> <li>Cloud services to reduce infrastructure and carbon footprint</li> <li>Modern data center platforms that improve energy efficiency and resource stewardship</li> <li>Smart city infrastructure to optimize water, fuel and power consumption</li> <li>Remote workplaces and virtual events that reduce commutes and create carbon savings</li> </ul> </li> <li>As a Solutions Integrator, we're in a unique position to recycle and reuse hardware. We focus our programs to ensure clients and the community get the most out of technology and that it's disposed of responsibly. Our asset disposition program helps organizations repurpose old equipment safely through data erasure and asset remarketing or disposal.</li> <li>In 2023, Insight established a partner program to deliver sustainable solutions for our clients. This initiative unites the best capabilities from our partners in extending hardware lifecycles, along with innovation in optimizing the use of resources and services designed to reduce on-premises IT infrastructure and carbon footprints.</li> <li>Additionally, Insight is committed to reducing our own impact on the environment. As part of that commitment, we have completed a companywide Scope 1 and Scope 2 greenhouse gas (GHG) emission evaluation to determine a baseline for further reducing already low GHG emission levels. Our levels have reduced each year: in 2022, our Scope 1 and Scope 2 GHG emissions totaled 13,500 metric tons.</li> <li>Insight's new corporate headquarters opened in May 2022 in Chandler, Arizona. It showcases our vision for the modern workplace and underscores our commitment to environmental</li> </ul>

		<ul> <li>responsibility through the use of intelligent solutions for energy efficiency and sustainability. In 2023, we received LEED Gold accreditation for our headquarters. In addition, this office features:</li> <li>Solar panel installation on covered parking that provides 80% of electricity for the facility during peak hours, and up to 100% during non-peak hours</li> <li>100% LED lighting with occupancy sensors</li> <li>Facility managed by a building automation system that runs lighting, HVAC, and window shades</li> <li>Onsite electric vehicle charging stations</li> </ul>
	List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	Our principal executive office is located in Chandler, Arizona. We also have offices and/or distribution centers in Arkansas, California, Illinois, Minnesota, New York, North Carolina, Ohio and Texas. In addition to our physical office locations, we have teammates who work remotely throughout the U.S. As such, we do not have any geographic limitations on products or services being offered.
	Outline any value-added capabilities not already addressed.	In 2024, Insight opened its latest Solutions Integration Center, a 250,000-square-foot facility located in Fort Worth, Texas, which serves clients across the U.S. and is powered by the latest technology, making it a paragon of modern warehouse operations. With AI-driven capabilities like autonomous mobile robotics and advanced logistics, it can achieve 10 times the shipping velocity of traditional IT fulfillment centers.
		Insight annually ships more than 6 million hardware products in North America, configuring more than 2 million devices for immediate use out of the box by client workforces. The new center is expected to configure more than 1.3 million user-ready devices and ship far more assets annually from its 183,000 square feet of logistics space and 40,000 square feet of integration space. Combined with Insight's Solutions Integration Center in Hanover Park, Illinois, which is strategically located next to one of the biggest U.S. airports, Insight can reach 94 percent of the country via ground shipping.
		This major investment in networking and data center infrastructure provides rapid configuration of 3,500+ devices simultaneously without degradation. A dedicated burn-in room enables building and stress-testing of data centers, servers, networking, and storage components at scale, and technology products are accurately picked every 6 seconds from among 1,150 storage racks. Automatic backup systems replicate data between Insight's Fort Worth and Hanover Park, Illinois Integration Centers, preventing outages and delays and feature 2D and 3D spatial computing experiences.
Customer implementation and scalability	Describe your company's implementation and training plan for new customers, including general timelines for applicable implementation services.	Insight offers a comprehensive range of training options to new clients to help them maximize the value of their investments, enhance their skills, and achieve their business objectives effectively. The training programs provided by Insight are tailored to meet the specific needs and requirements of each client, ensuring that participants receive relevant, practical and engaging learning experiences. New clients can benefit from various training modalities,

	including in-person sessions, virtual training, webinars, online courses, documentation and
	hands-on workshops.
	Insight's training programs cover a wide range of topics, including product features, best
	practices, use cases, implementation guidelines, troubleshooting techniques and more.
	Participants have the opportunity to gain hands-on experience, apply their knowledge in real- world scenarios, and interact with products and solutions in practical settings. Certification
	programs are also available for clients who complete specific training courses and assessments,
	validating their expertise and proficiency in using products effectively.
	The timeline for implementation services provided by Insight typically follows a structured
	process that is tailored to meet the specific needs and requirements of each client. Upon engagement, Insight begins by conducting an initial assessment to understand the client's
	goals, objectives, and existing environment. This assessment phase may last anywhere from a
	few days to a couple of weeks, depending on the complexity of the project and the scope of
	work involved. Following the assessment, Insight develops a detailed implementation plan that
	outlines the project milestones, deliverables, timelines and resource requirements. The implementation phase, which includes deployment, configuration, testing and training, can
	range from several weeks to a few months, depending on the size and complexity of the
	project. Throughout the implementation process, Insight works closely with the client to
	ensure that the project stays on track, milestones are met and any issues or challenges are
	addressed promptly.
Outline what ongoing training and	Insight provides free training in cooperation with our major manufacturer and publisher
consulting support is available to	partners. Clients may choose ongoing training and support from a variety of delivery methods
customers.	on the latest product offerings, upgrades, and industry trends.
	Insight offers our clients a convenient way to learn about the latest technology and business
	solutions on the market through our Insight Webinars. Webinars are free online informational
	presentations sponsored by some of the biggest names in the industry. Through these
	seminars, clients receive information regarding what the industry experts are doing to provide
	quality products and innovative solutions critical to the growth of their organization.
	Presentations may address industry trends and best practices as well as introduce new products and services. We help our clients stay up-to-date on the latest advancements in
	technology and learn about the most recent Insight value-adds, specifically designed with them
	in mind. Clients also have the option to browse the library of archived Webinars and catch up
	on technological advances, systems integration, software licensing and a host of other topics.
	In addition, Insight's licensing consultants provide free training on various publishers, products,
	and licensing programs. Insight also hosts free training in cooperation with the major software
	publishers. Clients may choose from a variety of no-charge seminars on the latest software
	offerings as they become available. Common topics include upgrades, program changes, and new and emerging publishers enabling clients to keep abreast of industry trends. This training

	is augmented by publications that can be delivered to authorized individuals within the client's organization. Insight, through partnerships with leaders in IT and business skills training, can also offer clients fee-based IT and business skills training courses. This training can be done via training centers, private facilities, or on the web, enabling clients to choose when, where, and how they want to receive training programs and learning services. Our IT courses include networking, programming, operating systems, security, and telephony, while our business skills courses feature project management, ITIL, people management and business analysis. We have hundreds of courses that include foundational as well as specialized training and certifications.
Outline the scalability of the products, services and/or solutions offered for varying organizational sizes and growth trajectories.	<ul> <li>Insight offers a wide range of products, services and solutions that are designed to be scalable and adaptable to meet the needs of organizations of varying sizes. Whether it's hardware, software, consulting services, managed services, cloud solutions, or data analytics, Insight provides options that can scale to support organizations as they grow and expand.</li> <li>Products:         <ul> <li>Hardware: Insight provides a range of hardware solutions, such as servers, storage devices, networking equipment, and end-user devices, that can scale to accommodate the growing needs of organizations. From small municipalities to large school districts, Insight offers hardware options that can be tailored to different sizes and requirements.</li> <li>Software: Insight offers software solutions that can scale with organizations as they grow. Whether it's productivity software, collaboration tools, security solutions, or business applications, Insight provides scalable software options that can be customized to meet the evolving needs of organizations.</li> </ul> </li> <li>Services:         <ul> <li>Consulting Services: Insight's consulting services are designed to help organizations of all sizes optimize their IT infrastructure, streamline processes, and drive innovation. We do this by helping organizations assess current systems, plan for growth, or implement new technologies.</li> <li>Managed Services: Insight offers managed services that can scale to provide organizations with ongoing support, monitoring and maintenance of their IT environment.</li> </ul> </li> <li>Solutions:         <ul> <li>Cloud Solutions: Insight provides cloud solutions that are scalable and flexible, allowing organizations to scale resources up or down based on demand. Whether it's infrastructure as a service (IaaS), platform as a service (PaaS), or software as a service (SaaS), Insight offers data analytics solutions that can scale to he</li></ul></li></ul>

Maintenance services and staff qualifications	Outline your preventative maintenance program for the offered products and services.	OEMs and publishers offer warranty and maintenance programs for hardware and software purchases. There are multiple maintenance options available depending on the solution. Insight can provide clients with additional maintenance options for the devices they order. Our infrastructure maintenance services can provide infrastructure maintenance, managed services, and service options for supported devices. Additionally, Insight can provide robust and flexible maintenance options including flexible service levels, warranty management, remote diagnostics and monitoring, onsite and advanced exchange, and depot and end-of-life support for legacy products, for a fee.
	Identify certifications and qualifications required by technical and maintenance staff.	To ensure our clients receive the most up-to-date guidance for their key IT investments, Insight invests in maintaining thousands of technical and sales certifications. Our 14,000 teammates include 6,400 deep-technology experts who hold certifications specific to the technical deployments, configuration, and maintenance of devices we provide. Our top certifications by OEM/publisher are Dell, Microsoft, Cisco, VMware, HP, and IBM. Insight's Certification Team tracks all employee certifications in real-time through PowerBI, including upcoming renewals. Teammates must provide a copy of the certification which is then added to the employee's profile within 24 hours of receipt.
Integration with other platforms	Outline any integration capabilities the proposed services and/or solutions have with existing IT infrastructure or other platforms/systems.	<ul> <li>Insight is a comprehensive Solutions Integrator and offers a wide range of IT integration capabilities for every scenario, including in our 6 core areas of expertise:</li> <li>Modern Workplace—modernizing essential workplace products, platforms and workflows for secure productivity and flexibility</li> <li>Data and Al—modernizing data architectures and building analytics and AI solutions to transform operations and user experience</li> <li>Cybersecurity—improving security and reducing complexity with solutions to mitigate risk and strengthen your overall security posture</li> <li>Intelligent Edge—identifying and implementing edge solutions that drive organizational value and support advanced IoT initiatives</li> <li>Modern Apps—building modern business applications with repeatable methodologies and an agile approach to differentiate your organization</li> <li>Modern Infrastructure—enabling digital transformation spanning people, processes and technology across the cloud, data centers, networks and the edge</li> </ul>
	Outline product assessment capabilities to ensure product compatibility with existing hardware systems.	Insight offers robust product assessment capabilities to help clients make informed decisions about product compatibility with their existing hardware systems, ensuring a smooth integration and optimal performance of new products or solutions within their IT environment. We start by conducting an initial consultation with the client to understand their current hardware systems, IT infrastructure, and business requirements. This consultation helps gather information about the client's existing environment and the specific needs and goals they have for new products or solutions.

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		We may perform a detailed inventory of the client's existing hardware systems to help identify the specifications, configurations, and capabilities of the hardware components that need to be considered for compatibility assessment. A thorough compatibility analysis is then conducted to assess how the new products or solutions align with the client's existing hardware systems. This analysis includes evaluating factors such as hardware requirements, system dependencies, software integrations, performance considerations and potential conflicts. If requested by the client, we can conduct testing and validation exercises to ensure the new products or solutions work seamlessly in the client's existing environment. We can also perform a risk assessment to identify any potential risks or challenges associated with compatibility. Based on our findings, we provide recommendations and solutions to address any compatibility issues or gaps identified, which may include hardware upgrades, software patches, configuration changes, or alternative product options that better align with the client's existing systems.
Security protocols and privacy protection	Please describe protocols taken to ensure the protection of privacy and data.	<ul> <li>Insight places a high level of importance on the security and protection of personal and sensitive information shared with us by customers and our teammates. To this end, we have implemented a holistic information security program, which we continuously refine, revise, and augment based on our customer needs, applicable regulatory requirements, and identified security risks. This program is currently aligned to the NIST Cyber Security Framework (NIST CSF) of cyber control recommendations. In addition, various segments of Insight hold Cybersecurity compliance certifications.</li> <li>Key components of the information security program include the following:         <ul> <li>Insight has a comprehensive privacy policy that outlines how personal data is collected, used and protected. This policy is accessible to the public and provides</li> </ul> </li> </ul>
		<ul> <li>transparency about data handling practices.</li> <li>Insight classifies data based on its sensitivity and criticality. Access to data is granted on a need-to-know basis, ensuring that only authorized personnel can access sensitive information.</li> <li>Insight has policies for selecting and overseeing third-party service providers, including confidentiality agreements and background checks. This ensures that third-party vendors adhere to the same data protection standards.</li> <li>Sensitive electronic data is destroyed in a manner that it cannot be recovered, consistent with the Department of Defense (DoD) standards.</li> </ul>
Customer service/problem resolution	Describe your company's Customer	From accessing Insight buildings to the protection of Private Personal Information (PPI), we utilize advanced encryption technology and take considerable organizational, technical, and administrative measures to protect the information under our control. Insight offices are staffed in their respective region from 8 a.m. to 5 p.m. Monday through
customer service/problem resolution	Service Department (hours of operation,	Friday. Sales teams are available during normal business hours, except for Insight holidays.

how you resolve issues, number of	Insight's Client Services Team, responsible for returns and exchanges, is available from 6 a.m.
service centers, etc.).	to 5 p.m. MST (Arizona). If a Public Agency needs support outside of our standard business hours, we are happy to accommodate.
	<ul> <li>Our issue resolution to ensure any customer concerns are resolved include: <ol> <li>Responding to the initial client contact via phone, email, or online chat to understand the nature of the issue</li> <li>Creating a ticket in Insight's system to track the progress and ensure accountability</li> <li>Evaluating and assigning based on the complexity and nature of the problem</li> <li>Engaging an Insight specialist to resolve the problem as quickly as possible, with the specialist coordinating with other departments and providing detailed instructions to the client</li> <li>Following up to ensure the solution was effective and the client is satisfied, along with any further assistance required to address remaining concerns</li> </ol> </li> </ul>
Describe the type of emergency orders o requests your organization typically	<ul> <li>The following types of emergency requests are ones typically received by Insight:</li> <li>System outage orders: Insight can provide immediate technical support to restore</li> </ul>
receives and how you respond to those	essential systems and prevent prolonged downtime
requests.	Urgent product requests: Insight can provide expedited shipping of critical hardware     or software required to keep operations running smoothly
	<ul> <li>Service disruptions: Insight can provide IT support to address disruptions</li> <li>Security breaches: Insight can provide immediate cybersecurity support to mitigate effects of a breach and secure sensitive data</li> <li>Natural disasters: Insight can provide supplies and support during natural events that impact facilities and operations</li> </ul>
Outline the return and exchange policy including any warranties/product guarantees offered.	The return of hardware and software purchased from Insight is subject to specific manufacturer, publisher, or distributor restrictions. If the supplier accepts returns, customers may return product and Insight will assist in its replacement and grant a refund or credit against future purchases in an amount equal to the original purchase price less any applicable restocking fees.
	<ul> <li>Permitted product returns include:</li> <li>Hardware: If permitted by the manufacturer's return policy, hardware, accessories, peripherals and parts may be returned if: 1) the packaging is unopened and still in the manufacturer's sealed package, and 2) returned within 30 days from the date of shipment.</li> <li>Software: Software may be returned if permitted by the publisher's return policy.</li> </ul>
	Packages that are damaged should be refused at the time of original delivery attempt. If damaged products are accepted from the carrier, customers should contact Insight Client Services within 7 days after receipt of shipment to arrange for a carrier inspection and a pickup of the damaged products. The product and all original box and packaging should be saved. Timely receipt of this information is necessary to file a damage claim with the freight carrier and avoid delays in returns and replacements.

		All order discrepancies must be reported to Insight's Client Services Department within 5 days of receipt of shipment. Report defective/dead on arrivals (DOAs) to Insight Client Services within 10 days of receipt of shipment. Some manufacturers and publishers require DOAs to be handled directly through them. In such cases, Insight Client Services will assist in connecting the customer with the manufacturer. To initiate a return or exchange, customers contact Insight Client Services to obtain a Return Merchandise Authorization (RMA) number. Once we receive the product and verify its condition, we will process the return or exchange In addition to the manufacturer's standard warranty, extended warranty coverage can be purchased through Insight for select products to provide coverage beyond the standard manufacturer's warranty. Insight's full return policy is available at <u>https://ips.insight.com/en_US/help/return-policy.html</u> .
Financial condition of vendor	Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters	Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principles. Insight Enterprises' latest Annual Report (year ending 2023) and SEC filings can be found on our website at the following links: <u>https://investor.insight.com/financial-</u> <u>reports/annual-reports/default.aspx</u> and <u>https://investor.insight.com/financial-reports/sec-</u> <u>filings/default.aspx</u> .
	What was your annual sales volume over last three (3) years?	<ul> <li>Annual sales volume for Insight Enterprises, Inc. is as follows:</li> <li>2023: \$9.2 Billion</li> <li>2022: \$10.4 Billion</li> <li>2021: \$9.4 Billion</li> </ul>
History of meeting products and services deadlines	Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.	<ul> <li>Below is an outline of the order process from placement of an order to delivery:</li> <li>Order Processing: Once an order is placed, our team immediately begins processing. This includes verifying payment, checking product availability and preparing the product for shipment.</li> <li>Product Pickup: Our logistics team coordinates with local warehousing to ensure the item is ready for shipment.</li> <li>Delivery Timeline: Once the product is picked up, it is shipped to the client's specified address. Delivery times vary based on the shipping method selected by the client and the destination. Standard shipping is typically 3-5 business days while expedited shipping can occur within 1-3 business days.</li> <li>Tracking and Updates: Clients receive tracking information as soon as the product is shipped which allows them to monitor the progress of their delivery in real-time and receive updates on estimated arrival date.</li> <li>Delivery Completion: Upon arrival, the delivery is complete, and the client receives their product. In the event of any delays or issues, our customer service team is available to assist and provide timely updates.</li> </ul>

Other factors relevant to this section as submitted by the Respondent	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 Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Insight can provide public agencies with reports and consolidated billing by location/department. Our 23 standard reports available through our myInsight portal are customizable and available in multiple formats including HTML, Excel, CSV and PDF. Standard Reports include invoiced orders, open orders, overall sales history, purchase summary by manufacturer, graphical snapshot of order method/spending by product type/top 10 orders and sales by month, total sales by month/year, shipping report with locations/delivery dates, software license contract summary, software detail data, software renewals, client warehoused inventory reports, ad hoc reports, and more. Insight has not been issued any violation of OSHA or other health and safety agency regulations in the last 9 years. Our EMR Rating is 0.44. Insight's OSHA Incident Rating is 0.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	https://www.ips.insight.com
	Please provide a brief history of your company, including the year it was established.	<ul> <li>Insight Public Sector, Inc. is one of the largest providers of technology to public sector agencies.</li> <li>Insight brings a wealth of contract experience to our public sector clients, holding more than 250 contracts across the federal, state, local and education verticals. For over 30 years, Insight has grown both organically and through strategic acquisitions to match the advancement of technology and expand our capabilities.</li> <li>The foundation of Insight was started in 1988 by brothers, Tim and Eric Crown. 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 to become Insight Enterprises.</li> <li>Insight Enterprises, Inc., the parent company of Insight Public Sector, Inc., was incorporated in Delaware in 1991, and the initial public offering was completed in 1995. Insight Public Sector, Inc., a wholly-owned subsidiary, was incorporated in Illinois in 1994. From our original location in Arizona, we expanded nationwide and then entered Canada in 1997 and the United Kingdom in 1998. Today, our global company is now a \$9.2 billion industry-recognized Solutions Integrator, serving 120 countries with 43 global locations. Helping our clients on their digital journey is at the heart of what we do.</li> <li>Insight's 14,000 global teammates include 6,400 deep-technical experts and 9,500 client facing and direct support resources. Our experienced services teams support our six core areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.</li> <li>Our track record marks our evolution as an industry-recognized Solutions Integrator, differentiated by our end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight ranks <i>No. 427 on the 2024 Fortune 500</i> and <i>No</i>.</li> </ul>

Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	Yes, Insight has worked with Region 10 ESC since 2020 as part of our current Equalis Group contract. The main contact we've worked with is Michelle Turner.	
Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas.	Contact information for the requested roles is listed below. Resumes are included at the end this response document.	
	Region 10 requests contacts to cover the following:	Executive Support: Scott Friedlander, 301-233-2392, scott.friedlander@insight.com	
	* Executive Support * Account Manager	Account Manager: Erica Falchetti, 480-333-3071, erica.falchetti@insight.com	
	* Contract Manager * Marketing	Contract Manager: Brittany Dunaway, 480-366-7029, <u>SLEDContracts@insight.com</u>	
	* Billing, reporting & Accounts Payable	Marketing: Kathy Kramer, 937-415-9427, <u>katherine.kramer@insight.com</u>	
		Billing, Reporting & Accounts Payable: Virginia Mace, 480-333-3068, SLEDreporting@insight.com	
Past experience working with the public sector	What are your overall public sector sales,	2023: \$1.48 Billion	
	excluding Federal Government, for last three (3) years?	2022: \$1.29 Billion 2021: \$1.03 Billion	
	What is your strategy to increase market share in the public sector?	As a current Region 10 ESC Supplier that has worked with Equalis Group since 2020, Insight has experience in driving growth objectives. Our two-fold strategy focuses on acquiring new clients and expanding our relationships with existing clients. We do this through marketing to increase and expand the types of products and services they buy from us. Insight has a local market presence in key cities where we invest in sales, technical, and service delivery resources to drive growth among existing and new clients—particularly in the large account client space. We further drive expansion in specific service and solution areas with our key partners and concentrate our efforts on growing business with the state and local government, K12 and higher education verticals.	
		We will work with the Equalis Group marketing teams to mutually plan activities to promote the contract, identifying current and potential qualified public agencies. Promotion activities will include Electronic Direct Mail, marketing collateral, and updates to our website. A deadline will be set for finalizing the deliverables and distributing the market collateral to public agencies upon contract award.	
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	From time to time, we are party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights and other intellectual property rights, employment claims, claims related to services provided, interruptions, or outages, claims of alleged non-compliance with contract provisions and claims related to alleged violations of laws and regulations. We regularly evaluate 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 required. If accruals are not required, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although	

		<ul> <li>litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.</li> <li>We are not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on our business, financial condition, or results of operations.</li> <li>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' at: https://investor.insight.com/financial-reports/quarterly-earnings/default.aspx.</li> </ul>
Minimum of 5 public sector customer references relating to the products and services within this RFP	Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume	Reference 1 Entity: City of Cleveland (OH)         Contact Name & Title: John Stanley, Asstant Commissioner IT Services         City & State: Cleveland, OH         Phone number: 216-664-2941         Years Serviced: 3 years         Description of Services and annual volume: Hardware and software; \$500K         Reference 2 Entity: Cincinnati Metropolitan Housing Authority (OH)         Contact Name & Title: Jason Best, Manager IT Infrastructure         City & State: Cincinnati, OH         Phone number: 513-977-5613         Years Serviced: 3 years         Description of Services and annual volume: Hardware and software; \$300K         Reference 3 Entity: City of St. Petersburg (FL)         Contact Name & Title: Johnny Dang, Computer Systems Manager         City & State: St. Petersburg, FL         Phone number: 727-551-3553         Years Serviced: 6 years         Description of Services and annual volume: Software and data center solutions; \$500K         Reference 4 Entity: Ysleta Independent School District (TX)         Contact Name & Title: Jose Soto, Software Quality Engineer         City & State: 9 Paso, TX         Phone number: 915-434-1086         Years Serviced: 5 years         Description of Services and annual volume: Hardware and software; \$750K         Reference 5 Entity: City of Cedar Park (TX)

		Contact Name & Title: Ilija Preocanin, Infrastructure Services Manager	
		City & State: Cedar Park, TX	
		Phone number: 512-401-5810	
		Years Serviced: 15 years	
		Description of Services and annual volume: Hardware, software, services; \$1.3M	
Company profile and capabilities	Do you plan to sell to customers directly,	We plan to sell to customers directly. At this time, we do not have any plans to use resellers or	
	use resellers or subcontractors, or a	subcontractors.	
	combination of both? If you intend to use		
	resellers and/or subcontractors, describe		
	your process for ensuring that resellers		
	and subcontractors comply with the		
	pricing and terms of the contract.		
Exhibited understanding of cooperative purchasing		a your overall recognize to this questionnaire to make this determination. Brovious everyings	
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.		
Other factors relevant to this section as submitted			
Other factors relevant to this section as submitted	If your company is a privately held	Not applicable. Insight Enterprises, Inc. (IEI) is a publicly-traded company, and Insight Public	
by the Respondent	organization, please indicate if the	Sector, Inc. is a wholly-owned subsidiary of IEI.	
	company is owned or operated by		
	anyone who has been convicted of a		
	felony. If yes, a detailed explanation of		
	the names and conviction is required.		
	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.		
These will be provided in the space provided in Form 3. No answer is required here.			
MWBE Status and/or Program Capabilities	s (10 Points)		
MWBE status, subcontractor plan, and/or joint	Please indicate whether you hold any	Insight is not a small or diverse supplier.	
venture program	diversity certifications, including, but not		
· • · · • • • • • • • • • • • • • • • •	limited to MWBE, SBE, DBE, DVBE, HUB,	While Insight is not a minority-, veteran- or woman-owned small business, we are	
	or HUBZone	committed to the development and use of small businesses, including those owned	
		by minorities, women, and veterans when it makes good business sense and benefits	
		all parties.	
		Our ongoing partnerships with small and diverse suppliers have been a cornerstone	
		of our business for over 20 years — built with strategic sourcing initiatives that help	
		foster business development and growth within the community. We recognize the	
		importance of diversity sourcing with our strategic partners and that each client	
		brings a different set of requirements as it relates to their current diversity program	
		and procurement process.	
		We offer a variety of programs that allow clients to leverage Insight's value-added	
		services and global buying power, while having the opportunity to work directly with	
		one of our certified diversity partners.	
		Insight would be happy to discuss all available options should a Participating Public	
		Agency want to learn more about our diversity programs to meet their goals.	

	Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	<ul> <li>Yes. As part of our Supplier Diversity Program in the Tier I space, Insight identifies and onboards small and diverse suppliers, offering advice counseling and introduction to business opportunities most regularly via our client-based Teaming Model. Partnership motions include Insight providing guidance on marketing supplier offerings mapped to client need, business strategy approach, client communication, and account administration/management. We also understand that each client has a different set of requirements relating to their current diversity program and procurement process. In offering a variety of program options, our Supplier Diversity Program also includes a Tier II component — with Insight sourcing products through our inclusive supply chain of small and diverse suppliers.</li> <li>We believe that by creating long-term relationships and providing opportunities for businesses owned by minorities, women, members of the LGBTQIA+ community, veterans, and people with disabilities — as well as the small business enterprise — we are better able to serve our clients and support the diverse communities in which we do business.</li> </ul>	
		Insight would be happy to discuss all available options should an individual Participating Public Agency want to learn more about our diversity programs to help meet their goals.	
	Please attach any certifications you have as part of your response to Form 3.		
Good faith efforts to involve MWBE	Did your company contact MWBEs or	We did not contact MWBEs or minority chambers of commerce because we do not intend to	
subcontractors in response	minority chambers of commerce by	subcontract any of the work under this contract.	
	telephone, written correspondence, or		
	trade associations at least one week	Insight would be happy to discuss all available options should an individual Participating Public	
	before the due date of this RFP to	Agency want to learn more about our diversity programs to help meet their goals.	
	provide information relevant to this		
	opportunity and to determine whether		
	any MWBEs were interested in		
	subcontracting and/or joint ventures?		
Demonstrated ongoing MWBE program	Outline your subcontractor strategy and	While Insight does not intend to subcontract any of the work under this contract, we have	
	efforts your organization takes to include	created strategies to engage MWBE partners. Insight holds corporate memberships in the	
	MWBE subcontractors in future work,	National Minority Supplier Development Council (NMSDC), Disability IN, Women's Business	
	including but not limited to efforts to	Enterprise National Council (WBENC), National LGBT Chamber of Commerce (NGLCC), and the	
	reach out to individual MWBE	National Veteran Business Development Council (NVBDC).	
	businesses, minority chambers of		
	commerce, and other minority business	Our strategies to include MWBE businesses include:	
	and trade associations.	<ul> <li>Policy, practices and processes: enhance processes and practices to be more fully inclusive</li> </ul>	
		<ul> <li>Equitable programming: scope, build, and implement equitable programming</li> <li>Education: offer educational framework that moves organizations from awareness to action</li> </ul>	
		<ul> <li>action</li> <li>External communications and marketing: collaborate through marketing efforts to enhance reach</li> </ul>	
		<ul> <li>Measure, report and record: measure, record, and report identified diversity and inclusion quantitative and qualitative data</li> </ul>	

		<ul> <li>D&amp;I initiatives by metrics: use qualitative and quantitative metrics to guide diversity and inclusivity initiatives</li> <li>Issue response: consult with stakeholders to respond to diversity and inclusivity-related issues as they arise</li> <li>Goal setting and tracking: support MWBE resource groups in meeting their annual goals</li> <li>Chair and executive sponsorship: lead executive selection process and engagement of MWBEs</li> <li>Subject matter expertise and collaboration: stay aware of global societal trends, best practices and the evolution of marginalized communities and MWBE business opportunities</li> </ul>
Commitment to Service Equalis Group Members (10 Points)		Incidet has successfully marketed and promoted our surrent Equals Crows contract sizes 2020
Marketing plan, capability, and commitment	Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to- market strategy in the public sector.	<ul> <li>Insight has successfully marketed and promoted our current Equalis Group contract since 2020 and will utilize co-branded press releases to announce the award to existing users and potential users directly through public agency websites, social media sites, direct mail campaigns, and at Insight's attendance in regional and national trade shows.</li> <li>We will continue providing strategic sales training and marketing campaigns to ensure eligible clients are able to purchase the wide range of products and services available under this cooperative agreement. Clients will know the products and services offered, and how to access and order the items they need.</li> <li>In addition, Insight will provide a sales training session for the Insight Public Sector sales teams which will be recorded and posted on our internal site where it can be regularly referenced by Insight's national sales force.</li> </ul>
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	As a current Region 10 ESC Supplier who has worked with the Equalis Group since 2020, Insight has experience in training our sales teams on our Equalis Group contract. Under a new contract award, we will hold team-by-team trainings to review the details of the contract, including specific talking points that highlight the benefits of the cooperative contract. If there are key differences between the old and new contracts, we will also review. Additionally, we will engage with the Equalis Group team to connect the Regional Directors with our sales teams in an effort to create further engagement. Training will be provided by our SLED Business Development Managers and will be completed within 30 days of receipt of a notice of award.
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Insight acknowledges and agrees.

Describe the capacity of your company to report monthly sales through this agreement to Equalis Group. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	As a current Region 10 ESC Supplier who has worked with the Equalis Group since 2020, Insight is familiar with the monthly reporting requirements expected from suppliers. We have a contract compliance team that is dedicated to ensuring compliance with the terms and conditions of our contracts, which includes submitting sales reports. This team has years of experience managing contracts and will continue to provide on-time, accurate reports to Equalis Group under a new contract award. In addition to the contract currently in place with the Equalis Group, Insight Public Sector also holds contracts with the following cooperative purchasing organizations: OMNIA Partners, NASPO ValuePoint, and HESS Consortium.
If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.	If awarded, Insight would approach public agencies to make them aware of the re-award and alert them to the competitive pricing available through this cooperative agreement. Insight will use a multi-pronged approach, engaging social media, emails, phone calls, in-person trade shows, and marketing collateral designed specifically to promote this contract. Our national sales force will be trained on the use and benefits of this cooperative contract to engage customers. Our geographically-based sales teams will strategically promote the cooperative contract with marketing materials to introduce the benefits to new customers. Marketing to existing customers will focus on expanded offerings to drive additional purchases of associated products and services, and the benefits. We will also utilize co-branded press releases to announce the award and will drive eligible users to the purchasing portal through public agency websites and direct mail campaigns, trade publication announcements and targeted gatekeepers.
Provide the number of sales representatives which will work on this contract and where the sales representatives are located.	Insight has 12 sales managers and nearly 100 field and inside sales teammates who are dedicated to supporting state, local, and education (SLED) organizations. The teams are segmented between Government and Education, with additional geographic alignment between managers. Inside sales teammates are either based in one of our sales offices in Arizona or Arkansas or work remotely. Field sales teammates live in the regions they support. All members of the team described will be involved in supporting Public Agencies under the resulting contract.
	report monthly sales through this agreement to Equalis Group. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of: If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing. Provide the number of sales representatives which will work on this contract and where the sales



### SCOTT FRIEDLANDER Senior Vice President, Public Sector

Scott Friedlander assumed his role as Senior Vice President, Insight Public Sector in 2018. He leads over 500 teammates to deliver technology solutions to public sector clients across the U.S., including state and local government agencies, federal civilian agencies, K12 and higher education institutions, and the Department of Defense.

Prior to Insight, Scott was president of MarketResearch.com. During his tenure, he successfully evolved the company into a software as a service business model, serving Global 2000 and Fortune 500 clients. Prior to that, he was president and CEO at Paragon Technology Group and GTSI Corp.

Scott started his career at Xerox after earning a bachelor's degree in finance from the Robert H. Smith School of Business at the University of Maryland. He held a variety of roles over his 18 years with the company, culminating with leading three business units — commercial, federal, and public sector — as vice president, general manager.

Today, Scott is responsible for growing Insight's nearly \$2 billion public sector division. He is client obsessed, rooted in his passion to dig deep into complex problems to deliver solutions on time, on scope, and on budget. He does so through his commitment to building high-performing teams, driven by a clear vision and strategy.

# ERICA FALCHETTI Director, Public Sector Business Development

Erica Falchetti is the Director of Public Sector Business Development at Insight. In her role, she is responsible for developing and implementing strategies to identify and secure new business opportunities with government and education agencies. She also plays a key role in building and maintaining relationships with government officials, procurement officers, and other decision-makers in the public sector.

In her 16 years at Insight, Erica has worked closely with the manufacturer and publisher community as well as Insight's public sector clients in the bidding, negotiation, and execution of contracts. She has extensive experience with cooperative contracting.

Erica leads a team of business development managers, capture managers, program specialists and managers, and project managers, all of whom support the Insight Public Sector sales teams in managing and growing their business. She also collaborates with other departments within the organization, such as legal, marketing, and procurement, to ensure alignment and coordination in pursuing public sector opportunities.

Erica will serve as the National Account Manager for the Equalis Group contract and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy.



### BRITTANY DUNAWAY SLED Compliance Manager

Brittany Dunaway has over 15 years of public sector contract administration and project management experience focusing in the Information Technology Sales industry. She is primarily responsible for ensuring compliance for every contract held by Insight Public Sector, and she maintains relationships with contracting officers of Insight-held contracts. In addition to her interaction with clients and internal Insight personnel, Brittany has experience working with public sector channel representatives of manufacturer and publisher partners.

### **Responsibilities in Support of Contract Management:**

- Works with End-User Account Team to ensure contract terms and pricing compliance
- Reviews SOWS and pricing requests to confirm compliance
- Maintains relationships with the End-user contracting officer(s)
- Participates in contract and/or program reviews conducted by clients as requested
- Manages agreements and contract renewals and ensures that accurate recordkeeping and document storage occurs on all assigned activities for audit purposes

### KATHY KRAMER Marketing Manager, Public Sector

Kathy Kramer serves as the Marketing Manager, Public Sector at Insight, where she plays a pivotal role in developing and executing strategic marketing initiatives to drive brand awareness, customer engagement, and business growth. With her expertise in marketing strategy, campaign management, and customer segmentation, Kathy leads a team of marketing professionals in creating compelling messaging, targeted campaigns, and innovative marketing programs that resonate with Insight's target audience. She collaborates closely with cross-functional teams, including sales, product management, and creative services, to align marketing efforts with business objectives and ensure a cohesive and integrated approach to marketing initiatives. Kathy also oversees market research, competitive analysis, and performance tracking to measure the effectiveness of marketing campaigns and optimize strategies for maximum impact.

Kathy has been with Insight for 8 years and has over 20 years of experience in marketing.



# VIRGINIA MACE SLED Compliance Manager

Virginia Mace has over 11 years of public sector contract reporting management experience with a focus in the Information Technology Sales industry. She ensures that all reporting obligations specified in each of Insight's SLED public sector contracts are met to guarantee accuracy and is also responsible for on-time completion submission for all reports along with any related reporting fees and payments. She also maintains detailed records of all submitted reports and payments for tracking and audit purposes. This role is crucial in ensuring compliance with contractual obligations and fostering strong relationships with clients or partners through transparent and accurate reporting practices.

### **Responsibilities in Support of Contract Reporting Management Include:**

- Understanding the reporting requirements outlined in the contract
- Establishing a reporting schedule and timeline to ensure timely submission of reports
- Gathering relevant data and information needed for reporting purposes
- Compiling and preparing accurate and comprehensive reports as per the contract specifications
- Paying required administrative fees
- Reviewing reports for accuracy and completeness before submission
- Submitting reports to the appropriate parties within the specified deadlines
- Maintaining records of all reporting/payment activities for future reference and audit purposes
- Communicating effectively with internal teams, clients, or partners regarding reporting requirements and updates
- Continuously monitoring and evaluating the effectiveness of reporting processes and making improvements as needed

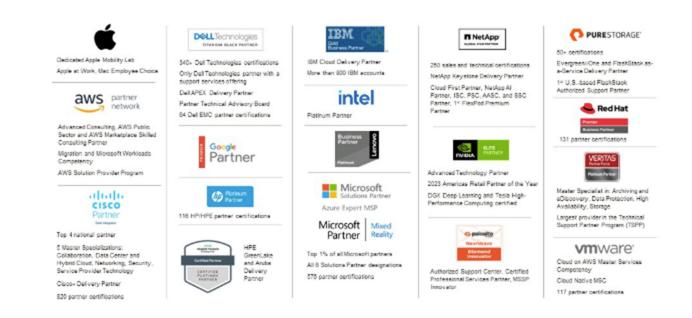
### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

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 Response:

To ensure our clients are receiving the most up-to-date guidance for their key IT infrastructure investments, Insight invests in maintaining thousands of technical and sales certifications. Insight fosters an environment of continuous learning; as the IT industry changes constantly, we too must change and grow with the latest offerings.

Insight holds reseller authorizations and accreditations for more than 8,000 niche product original equipment manufacturers (OEMs) through to strong tier-one OEMs. Insight works closely with suppliers to offer detailed product guidance and support to enhance our clients' ability to proactively manage their IT infrastructure and holds general and advanced certifications in these areas.



# PROPOSAL FORM 4: CLEAN AIR 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.
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Title of Authorized Representative: Senior Vice President

Mailing Address: <u>2701 E. Insight Way, Chandler, AZ 85286</u> <u>Scott Friedlander</u> Signature: <u>Scott Friedlander (Nov 18, 2024 20:04 EST)</u>

# PROPOSAL FORM 5: 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.

Title of Authorized Representative: Senior Vice President

Mailing Address: 2701 E. Insight Way, Chandler, AZ 85286

Scott Friedlander

Signature: Scott Friedlander (Nov 18, 2024 20:04 EST)

## **PROPOSAL FORM 6: 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.

Scott Friedlander Scott Friedlander (Nov 18, 2024 20:04 EST) Signature of Respondent

November 18, 2024 Date

### **PROPOSAL FORM 7: 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.

Scott Friedlander

Scott Friedlander (Nov 18, 2024 20:04 EST) Signature of Respondent November 18, 2024

Date

# PROPOSAL FORM 8: 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.

VENDOR Insight Public Sector, Inc.

ADDRESS 2701 E. Insight Way Chandler, AZ 85286

PHONE 480.333.3071

FAX <u>480.760.9488</u>

RESPONDANT

Signature

Scott Friedlander Printed Name

Senior Vice President, Insight Public Sector Position with Company

AUTHORIZING OFFICIAL ticked J. Walk. Michael Walker (Dec 12, 2024 10:22 MSD)

Signature

Michael Walker Printed Name

Assistant Secretary Position with Company

### PROPOSAL FORM 9: 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. <u>https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</u>

Insight Response: As a wholly-owned subsidiary of a publicly-traded company, Insight Public Sector, Inc. is not required to complete the Certificate of Interested Parties.

### PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

# **BOYCOTT CERTIFICATION**

Respondent 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.

Does vendor agree? <u>SF</u>

(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? <u>SF</u>

(Initials of Authorized Representative)

# 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.

Does vendor agree? <u>SF</u>

(Initials of Authorized Representative)

### **PROPOSAL FORM 11: 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 a "resident Bidder" I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>Arizona</u>

Insight Public Sector, Inc.	2701 E. Insight Way Address		
Company Name			
Chandler	Arizona	85286	
City	State	Zip	

## PROPOSAL FORM 12: 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? <u>SF</u>

(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? <u>SF</u>

(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? <u>SF</u>

(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 <u>www.wdol.gov</u>. 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.

(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? <u>SF</u>

(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? <u>SF</u>

(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? <u>SF</u>

### (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 12549.

Does vendor agree? <u>SF</u>

(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 funds that takes place in connection with obtaining any Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? <u>SF</u>

(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 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 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 EPA guidelines.

Does vendor agree? <u>SF</u>

(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? <u>SF</u>

(Initials of Authorized Representative)

# **12. Domestic Preference**

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? <u>SF</u>

(Initials of Authorized Representative)

### 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? <u>SF</u>

(Initials of Authorized Representative)

# 14. 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? <u>SF</u>

(Initials of Authorized Representative)

### **15. 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? <u>SF</u>

(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

Scott Friedlander

Signature of Authorized Company Official

Scott Friedlander

Printed Name

Senior Vice President

Title

November 18, 2024

Date

## **PROPOSAL FORM 13: FEMA REQUIREMENTS**

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners 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, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent'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 Supplier Partner using federal funds.

## 1. Access to Records

## For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? <u>*SF*</u> (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? <u>SF</u> (Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? <u>*SF*</u> (Initials of Authorized Representative)

## 3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? <u>*SF*</u> (Initials of Authorized Representative)

## 4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? <u>SF</u>. (Initials of Authorized Representative)

## 5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? <u>SF</u> (Initials of Authorized Representative)

## 6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? <u>SF</u> (Initials of Authorized Representative)

## 7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? <u>SF</u> (Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? <u>SF</u> (Initials of Authorized Representative)

## PROPOSAL FORM 14: 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 agrees to comply with all statutory compliance and notice requirements listed in this document.

Scott Friedlander

November 18, 2024

Date

Signature of Respondent

#### PROPOSAL FORM 15: 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.

Insight Public Sector, Inc.	
Street: 2701 E. Insight Way	
Chandler, AZ 85286	
, certify that I am the sole owner of	
, that there are no partners and the business	is not incorporated,
52:25-24.2 do not apply.	
, a partner in	, do hereby
a list of all individual partners who own a 10% or greater inter	rest therein. I further
e of the partners is itself a corporation or partnership, there is	s also set forth the
stockholders holding 10% or more of that corporation's stock	k or the individual
ater interest in that partnership.	
	2701 E. Insight Way Chandler, AZ 85286 Chandler, AZ

#### OR:

I <u>Scott Friedlander</u>, an authorized representative of <u>Insight Public Sector, Inc</u>., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

#### (Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286	Parent Company

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Scott Friedlander

November 18, 2024

Authorized Signature and Title

Date

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 by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to P.L. 1975, C.127, as amended and supplemented from the 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Scott Friedlander

Scott Friedlander (Nov 18, 2024 20:04 EST)

Signature of Procurement Agent

## PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT Company Name: Insight Public Sector Street: 2701 E. Insight Way City, State, Zip Code: Chandler, AZ 85286

State of Arizona

County of <u>Maricopa</u>

I, <u>Lisanne Steinheiser</u> of the <u>City of Chandler</u> Name City

in the County of <u>Maricop</u>a, State of <u>Arizona</u>, of full age, being duly sworn according to law on my oath depose and say that:

I am the <u>Global Compliance Officer and Assistant Secretary</u> of the firm of <u>Insight Public Sector, Inc.</u> Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Insight Public Sector, Inc.

Company Name

Subscribed and sworn before me

this 19th day of Novem 2024 Notary Public of New Jersey My commission expires 202 SEAL And the state of t

onpliance Office, Authorized Signature & Title



Page 1 of 3

#### PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

#### Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

#### 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 <u>Federal Letter of Affirmative Action Plan Approval</u>	
	OR	
2.	A photo copy of their <u>Certificate of Employee Information Report</u>	<u>_X</u>
	OR	
З.	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

B. Approved Federal or New Jersey Plan – certificate enclosed <u>X</u>

*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	Date
Scott Friedlander (Nov 18, 2024 20:04 EST)	
Scott Friedlander	November 18, 2024

SVP IPS

## P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

#### PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to P.L. 1975, C.127, as amended and supplemented form to P.L. 1975, C.127, as amended and supplemented 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

## PROPOSAL FORM 18: 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 <u>N.J.S.A.</u> 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (<u>https://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</u>).

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <u>https://www.state.nj.us/dca/divisions/dlgs/programs/pay\_2\_play.html</u> They will be updated from time-to-time as necessary.
  - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.
  - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) 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 <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- 1. any State, county, or municipal committee of a political party
- 2. any legislative leadership committee<sup>\*</sup>
- 3. any continuing political committee (a.k.a., political action committee)
- 4. any candidate committee of a candidate for, or holder of, an elective office:
- 1. of the public entity awarding the contract
- 2. of that county in which that public entity is located
- 3. of another public entity within that county
- 4. 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 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:

- 5. 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
- 6. all principals, partners, officers, or directors of the business entity or their spouses
- 7. any subsidiaries directly or indirectly controlled by the business entity
- 8. 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.

\* <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

# This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

#### Part I – Vendor Information

Vend	or Name:	Insight Public Sector, Inc	с.	
Addre	ess: 2701	E. Insight Way		
City:	Chandler		State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of <u>N.J.S.A.</u> 19:44A-20.26 and as represented by the Instructions accompanying this form.

Scott Friedlander	Scott Friedlander	Senior Vice President
Scott Friedlander (Nov 18, 2024 20:04 EST)		
Signature	Printed Name	Title

#### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)

## List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

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

County:

Freeholders {County Executive} County Clerk Surrogate Sheriff

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.

# PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

OR

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Commission # 647846 My Comm. Exp. May 15, 2027

-1812 -

Partnership
 Corporation

- Sole Proprietorship
   Limited Partnership
   Limited Liability
   Corporation
- Limited Liability
   Partnership
   Subchapter S
   Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:	
Name: Insight Enterprises, Inc.	Name:
Home Address: 2701 E. Insight Way Chandler, AZ 85286	Home Address:
Name:	Name:
Home Address:	Home Address:
Manage	
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this $12^{th}$ day of becember, 2024	(Affiant)
(Notary Public) Surser Joanne higgs	Usanne Stenheiser, Asst Secty (Print name & title of affiant)
My Commission expires: May 15, 2027	(Corporate Seal)
SUSAN JOANNE TRIGGS Notary Public - Arizona Maricopa County	DEPORATE OF

#### PROPOSAL FORM 20: GENERAL TERMS AND 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.)

X 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.)

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED CLARIFICATION/ EXCEPTION	PROPOSED NEW LANGUAGE/COMMENT
		r Contract and Signature For	
7 of 33	7. ARTICLE 7 – DELIVERY PROVISIONS; Subsection 7.5 Additional Charges, last sentence	It is a manual process to calculate the difference between standard freight and express freight and thus subject to human error. Insight requests the ability to charge the full express shipping charge.	In such cases, the <u>cost of the</u> difference between freight or mail and express charges may be added to the invoice.
9 of 33	11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS; Subsection 11.6 Warranty conditions	Except as otherwise specified, the Vendor will transfer to the Client, to the extent transferable, whatever transferable warranties and indemnities bidder receives from the manufacturer for supplies, equipment and services, including any transferable warranties. As a reseller, we cannot provide a longer standard warranty term than the manufacturer offers.	All supplies, equipment and services shall include manufacturer's minimum standard warranty <del>and one (1) year</del> labor warranty unless otherwise agreed to in writing.
9-10 of 33	11. ARTICLE 12 – INTELLECTUAL PROPERTY AND DATA REQUIREMENTS; Subsection 12.4 Security Breach, first sentence	Clarifying that any Security Breach will first be confirmed before it is considered a Security Breach.	In the event of a <u>confirmed</u> security breach <del>potentially</del> involving the Member's data, Vendor must notify the Member and Region 10 ESC of the breach immediately and must fully investigate the incident and cooperate fully with the Member's investigation of and response to the security incident.
11 of 33	13.7 Subcontracts/Sub- Contractors; Subsubsection 13.7.2, last sentence	Contractor will provide verified statements at the request of the participating Member.	Prior to participating Member's release of final retained amounts, Contractor shall 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.
12 of 33	Adding additional Limitation of Liability language	Supplier requires an overall limitation of liability because Supplier is a publicly traded company and is subject to scrutiny from its shareholders, regulators, and external auditors; Therefore, a limitation of liability is required in all agreements. Supplier is willing to work with all parties to mitigate specific risks it may have relative to any Services provided under the contract.	Limitation of Liability. In no event will either party be liable for any consequential, indirect, exemplary, punitive, special, or incidental damages, including without limitation any lost data, lost profits, lost revenue, business interruption, system downtime, or inoperability, arising from or relating to this agreement, the use of or inability to use the deliverables or any services provided hereunder, even if advised of the possibility of such damages and notwithstanding the failure or adequacy of any remedy or failure of an essential purpose. To the greatest extent not prohibited under applicable law, in no event will either party's total cumulative liability for all claims arising out of or related to this agreement, the use of or inability to use the deliverables or any services provided hereunder, regardless of the form of action, whether in contract, tort or otherwise, exceed an amount equal to the total amounts paid or payable to Vendor during the twelve month period immediately preceding the date the claim first arose under the applicable work order under which the claim arose.

#### PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

## **Requirements for Master Agreement To be administered by Equalis Group**

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. <u>Redlined copies of this agreement should not be submitted with the response.</u> Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.



Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.

Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

#### **PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE** OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

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.

(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).

November 18, 2024

Scott Friedlander

Scott Friedlander (Nov 18, 2024 20:04 EST)

Date

Authorized Signature & Title

#### PROPOSAL FORM 23: VENDOR CONTRACT AND 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.

#### VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	
	Insight Public Sector, Inc.
Address	2701 E. Insight Way
City/State/Zip	Chandler, AZ 85286
Telephone No.	800.625.5465
Fax No.	480.760.9488
Email address	Erica.falchetti@insight.com
Printed name	Scott Friedlander
Position with company	Senior Vice President
Authorized signature	Scott Friedlander

Term of contract <u>March 1, 2025</u>to <u>February 28, 2028</u>

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number

# New Jersey Certificate of Employee Information Report

AZ

Certification 22762

#### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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 effect for the period of 15-Jan-2022 to 15-Jan-2025

INSIGHT PUBLIC SECTOR 910 W. CARVER RD TEMPE





ELIZABETH MAHER MUOIO State Treasurer