



County of Fairfax, Virginia

AMENDMENT

Date: 3/24/2023

AMENDMENT NO. 8

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE
100000125

CONTRACT NO.
4400006644

By mutual agreement, Contract 4400006644 is hereby amended to **add** the Coronavirus State and Local Fiscal Recovery Fund Federal Contract Terms and Conditions attached hereto as **Attachment B**. Federal funds may be expended under this contract; therefore, the Contractor agrees to the attached **Attachment B** without exception.

Provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: *Scott Friedlander*
Scott Friedlander (Mar 23, 2023 13:42 EDT)
(Signature)

President IPS
(Title)

Scott Friedlander
(Printed)

Mar 23, 2023
(Date)

DocuSigned by:

Steve Pierson

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FOR Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:

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Contract Specialist III – Yong Kim
ACS Team 1 – Chan Park

DS
JP

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
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Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

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As federal funding will be expended under this contractor, the Contractor recognizes that this agreement is subject to Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the "Uniform Guidance"). The CONTRACTOR must also comply with the following special conditions specific to these Federal funds:

1. **Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by the United States Department of the Treasury (Treasury) as related to this Contract. CONTRACTOR acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
2. **Maintenance of and Access to Records.**
 - a. CONTRACTOR must maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, has the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
 - c. Records must be maintained by CONTRACTOR through December 31, 2031.
3. **Conflict of Interest.** CONTRACTOR understands and agrees if subcontractors are used in fulfilling CONTRACTOR's obligations under the Contract, the CONTRACTOR must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this contractor. CONTRACTOR must disclose in writing to Treasury or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
4. **Compliance with Applicable Law and Regulations.**
 - a. CONTRACTOR agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to these funds include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - iv. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - v. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - vi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - vii. Generally applicable federal environmental laws and regulations.

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5. **Remedial Actions.** If Treasury imposes additional conditions on the County regarding the receipt of a subsequent tranche of future award funds, if any, or takes other available remedies as set forth in 2 C.F.R. § 200.339, the CONTRACTOR will be bound by those additional conditions or remedies, as applicable. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments to the CONTRACTOR are subject to recoupment as provided in section 603(e) of the Act or by the County.
6. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of the Treasury.”
7. **Debts Owed the Federal Government.**
 - a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 603(e) of the Act and have not been repaid by the CONTRACTOR shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 16.F.I.. Treasury will take any actions available to it to collect such a debt.
8. **Disclaimer.**
 - a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by CONTRACTOR does not in any way constitute an agency relationship between the United States and Contractor.
9. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
11. **SAM.gov Registration.** Pursuant to Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, the Contractor is required to maintain an active SAM.gov registration.

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FOR COMPLETION BY CONTRACTOR:

Legal Name: Insight Public Sector, Inc.
City and Zip: 2701 E. Insight Way, Chandler, AZ 85286
1. SAM Registration: Please provide the following: a. Contractor's Unique Entity ID # (SAM.gov): LVK1C1V1B1J4 b. Contractor's SAM Registration Expiration Date: September 28, 2023 <i>To remain active, complete the registration and update at least every 12 months at https://www.sam.gov/</i>
2. In the preceding fiscal year did your organization: a. Receive 80% or more of annual gross revenue from federal procurement contracts (and subcontract) and Federal Financial assistance (grants, loans, subgrants, and/or cooperative agreements); and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (The names and total compensation of the top 5 highly compensated officials must be reported to the County. <i>(Total compensation includes cash and non-cash value earned during the past fiscal year including salary and bonus; awards of stock, stock options and stock appreciation rights; and severance and termination payments, and value of life insurance paid on behalf of the employee, and applicable OMB guidance).</i>


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Final Audit Report

2023-03-23

Created:	2023-03-23
By:	Erica Falchetti (erica.falchetti@insight.com)
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-  Document created by Erica Falchetti (erica.falchetti@insight.com)
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-  Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
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