

**FULLY EXECUTED**

Contract Number: 4400020751

Original Contract Effective Date: 02/27/2019

Valid From: 01/04/2019 To: 07/31/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 163016**Supplier Name/Address:**

INSIGHT PUBLIC SECTOR INC

6820 S. Harl Ave.

Tempe AZ 85283-4318 US

Supplier Phone Number: 8004674448**Supplier Fax Number:** 480-760-6412**Contract Name:**

Participating Addendum - InSight

Purchasing Agent**Name:** Cropper Scott**Phone:** 717-787-4103**Fax:****Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Software	0.000	Each	0.00	1	0.00

2	Maintenance/Service/Upgrades	0.000	Each	0.00	1	0.00

General Requirements for all Items:**Information:**

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



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Contract Number: 4400020751

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Valid From: 01/04/2019 To: 07/31/2024

Supplier Name:

INSIGHT PUBLIC SECTOR INC

Header Text

1.19.24. Contract extended 6 months to 7.31.24 through an approved EP Extension. sdc

12.8.23 - Per email dated 12.1.23, DGS BOP has approved a blanket waiver in Section 3 of this contract. A BOP-005 is no longer required to be submitted on this contract. sdc

9.12.23 - Contract extended to 1.31.24 per 3 month contract extension. rsh

1/28/2021

The Master Agreement has been renewed therefore this contract is renewed for two (2) years, effective May 1, 2021 through April 30, 2023 to match the duration of the Master Agreement. - CWP

7.7.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

2.9.23 - Extended six months per Fairfax County. rsh

No further information for this Contract

Information:



pennsylvania
DEPARTMENT OF GENERAL SERVICES

January 18, 2024

Erica Falchetti
Insight Public Sector Inc
2701 E Insight Way
Chandler, AZ 85286-1930

SUBJECT: Renewal of Contract: 4400020751
 Contract Title: Participating Addendum - Insight

 Term of Renewal: February 1, 2024 – July 31, 2024

Dear Ms. Falchetti:

Per an approved Emergency Purchase request, the Commonwealth is considering renewing this contract for an additional 6month term.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter, and return it via e-mail to the e-mail address listed below.

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

Sincerely,

Scott Cropper

Scott Cropper
Commodity Specialist
scropperr@pa.gov

I acknowledge the renewal of the above referenced contract for the above stated term of renewal, and that all terms and conditions in the contract shall remain in full force and effect.

☒ Yes ☐ No

Scott Friedlander

Signature [Scott Friedlander \(Jan 18, 2024 10:49 EST\)](#) Scott Friedlander

Title President

Date 1/18/2024

Insight 4400020751 EP Renewal Letter 1.18.24

Final Audit Report

2024-01-18

Created:	2024-01-18
By:	Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAD5wMhSud-V4Lh3BBUs0uXIV6qAmc0Fbf

"Insight 4400020751 EP Renewal Letter 1.18.24" History

-  Document created by Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
2024-01-18 - 3:47:07 PM GMT
-  Document emailed to scott.friedlander@insight.com for signature
2024-01-18 - 3:47:34 PM GMT
-  Email viewed by scott.friedlander@insight.com
2024-01-18 - 3:49:09 PM GMT
-  Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2024-01-18 - 3:49:32 PM GMT
-  Document e-signed by Scott Friedlander (scott.friedlander@insight.com) Signature Date:
2024-01-18 - 3:49:34 PM GMT - Time Source: server
-  Agreement completed.
2024-01-18 - 3:49:34 PM GMT

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6820 S. Harl Ave.

Tempe AZ 85283-4318 US

Supplier Phone Number: 8004674448**Supplier Fax Number:** 480-760-6412**Contract Name:**

Participating Addendum - InSight

Purchasing Agent**Name:** Cropper Scott**Phone:** 717-787-4103**Fax:****Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

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Issuance Date:

Supplier Bid or Proposal No. (if applicable):

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General Requirements for all Items:**Information:**

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

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Valid From: 01/04/2019 To: 01/31/2024

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Header Text

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2.9.23 - Extended six months per Fairfax County. rsh

No further information for this Contract

Information:



Via Email

December 1, 2023

Brian Lyman
Chief Accounting Officer
Pennsylvania Office of the Budget, Comptroller Operations
555 Walnut Street, Harrisburg, Pennsylvania 17101

Re: Contract No. 4400020751
Waiver of Requirement for Form BOP-005, *Agency Request for
Review of Purchase from Federal Cooperative Purchasing Agreement*

Dear Brian,

This letter serves as notice that the Department of General Services, Bureau of Procurement ("BOP"), has approved a blanket waiver of the requirement in Section 3 of the above-referenced contract for purchasing agencies to submit a separate Form BOP-005 for each purchase. This provision reflected internal BOP contract administration processes that are no longer in effect and its waiver does not impact our contractual rights or obligations with the vender.

Form BOB-005 will no longer be provided with future purchases made under this contract.

Please contact Assistant Counsel Corey Detar at 717-346-8115 if you have questions regarding this waiver.

Sincerely,

A handwritten signature in black ink, appearing to be "B. Esposito", enclosed within a large, loopy oval.

Brian Esposito
Deputy Secretary for Procurement

cc: Erin E. Verano, Assistant Chief Counsel
Traci Anderson, Assistant Counsel
Raeden Hosler, Associate Commodity Manager

555 WALNUT STREET FORUM PLACE, 6th FLOOR HARRISBURG PA 17105
Telephone Number 717.787.5862 Fax Number 717.214.9505

**FULLY EXECUTED**

Contract Number: 4400020751

Original Contract Effective Date: 02/27/2019

Valid From: 01/04/2019 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 163016**Supplier Name/Address:**

INSIGHT PUBLIC SECTOR INC

6820 S. Harl Ave.

Tempe AZ 85283-4318 US

Supplier Phone Number: 8004674448**Supplier Fax Number:** 480-760-6412**Contract Name:**

Participating Addendum - InSight

Purchasing Agent**Name:** Hosler Raeden**Phone:** 717-787-4103**Fax:****Please Deliver To:**

To be determined at
the time of the Purchase Order
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General Requirements for all Items:**Header Text**

1/28/2021

The Master Agreement has been renewed therefore this contract is renewed for two (2) years, effective May 1,
2021 through April 30, 2023 to match the duration of the Master Agreement. - CWP

7.7.2021 – Contract manager contact info has been updated to DGS commodity specialist Raeden Hosler. rsh

2.9.23 - Extended six months per Fairfax County. rsh

No further information for this Contract

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



County of Fairfax, Virginia

AMENDMENT

Date: January 13, 2023

AMENDMENT NO. 7

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

1000000125

CONTRACT NO.

4400006644

By mutual agreement, Contract 4400006644 is extended for six (6) months at existing prices, terms and conditions, effective May 1, 2023 through October 31, 2023.

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:

Scott Friedlander

SVP Insight Public Sector

BY: Scott Friedlander (Jan 9, 2023 10:13 EST)

(Signature)

(Title)

Jan 9, 2023

Scott Friedlander

(Printed)

(Date)

DocuSigned by:

Lee Ann Pender

E239B762F600465

Lee Ann Pender

Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Tanesha Sherrod/e

DIT – Michelle Breckenridge/e

Omnia – amy.smith@omniapartners.com

Contractor – robert.crigler@insight.com

Erica.falchetti@Insight.com

SLEDContracts@insight.com

Contract Specialist III – Yong Kim

ACS Team 1 – Chan Park



Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

Amendment 7

Final Audit Report

2023-01-09

Created:	2023-01-09
By:	Erica Falchetti (erica.falchetti@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACvMQ8cawXo3SFBt7IV2uDOqoZzBUoFL

"Amendment 7" History

- 

Document created by Erica Falchetti (erica.falchetti@insight.com)
2023-01-09 - 3:09:26 PM GMT- IP address: 198.187.200.254
- 

Document emailed to scott.friedlander@insight.com for signature
2023-01-09 - 3:12:13 PM GMT
- 

Email viewed by scott.friedlander@insight.com
2023-01-09 - 3:12:28 PM GMT- IP address: 72.83.157.213
- 

Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2023-01-09 - 3:13:43 PM GMT- IP address: 72.83.157.213
- 

Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2023-01-09 - 3:13:45 PM GMT - Time Source: server- IP address: 72.83.157.213
- 

Agreement completed.
2023-01-09 - 3:13:45 PM GMT

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Valid From: 01/04/2019 To: 04/30/2023

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INSIGHT PUBLIC SECTOR INC

6820 S. Harl Ave.

Tempe AZ 85283-4318 US

Supplier Phone Number: 8004674448**Supplier Fax Number:** 480-760-6412**Contract Name:**

Participating Addendum - InSight

Purchasing Agent**Name:** Price Christopher**Phone:** 717-346-8188**Fax:** 717-783-6241**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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General Requirements for all Items:**Header Text**

1/28/2021

The Master Agreement has been renewed therefore this contract is renewed for two (2) years, effective May 1, 2021 through April 30, 2023 to match the duration of the Master Agreement. - CWP

No further information for this Contract

Information:

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED**

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6820 S. Harl Ave.

Tempe AZ 85283-4318 US

Supplier Phone Number: 8004674448**Supplier Fax Number:** 480-760-6412**Contract Name:**

Participating Addendum - InSight

Purchasing Agent**Name:** Millovich Joseph**Phone:** 717-214-3434**Fax:** 717-783-6241**Please Deliver To:**

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

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General Requirements for all Items:[No further information for this Contract](#)**Information:**

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**PARTICIPATING ADDENDUM TO THE U.S. COMMUNITIES GOVERNMENT
PURCHASING COOPERATIVE CONTRACT NUMBER 4400006644
Technology Products, Services, Solutions, and Related Products and Services**

This Participating Addendum (“Addendum”) which has been assigned Contract Number 4400020751, between **Insight Public Sector, Inc.** (“Contractor”) and the **Commonwealth of Pennsylvania** (“Commonwealth”), acting through the **Department of General Services** (“DGS”) is entered into pursuant to the Technology Products, Services, Solutions, and Related Products and Services Contract Number 4400006644 (“U.S. Communities Contract”) between Insight and the County of Fairfax, Virginia (“Virginia”) on behalf of U.S. Communities.

WHEREAS, Virginia, on behalf of U.S. Communities, issued Request for Proposal Number 2000001701 and subsequently entered into the U.S. Communities Contract with the Contractor, pursuant to which the Contractor provides Technology Products, Services, Solutions, and Related Products and Services;

WHEREAS, the Commonwealth desires to participating in the U.S. Communities Contract to procure certain Technology Products, Services, Solutions, and Related Products and Services from the Contractor under the U.S. Communities Contract; and

WHEREAS, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW THEREFORE, intending to be legally bound, DGS and the Contractor agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated by reference as a material part of this Addendum.
2. **EFFECTIVE DATE.** This Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Addendum to the Contractor. This Addendum shall terminate or expire upon the earlier of (a) expiration of the U.S. Communities Contract, or (b) termination of this Addendum in accordance with its terms or the terms of the U.S. Communities Contract. If the U.S. Communities Contract is renewed or extended, this Addendum shall automatically renew or extend for a term consistent with the term of the U.S. Communities Contract.
3. **SUPPLIES AND SERVICES TO PROCURE.** The Commonwealth may only procure software and related services for which the Commonwealth has a license agreement from the U.S. Communities Contract as set forth in Exhibit B. Any Commonwealth Agency using this Addendum to procure software and related services must receive approval from the Pennsylvania Office of Administration (“OA”) per guidelines established in ITP BUS002 – IT Investment Review Process and complete **Form BOP-005, Agency Request for Review of Purchase from Federal Cooperative Purchasing Agreement.**

If both OA approves the purchase and the Chief Procurement Officer (“CPO”) approves Form BOP-005, the Agency may proceed with the purchase.

4. **MAINTENANCE.** Unless prohibited by the U.S. Communities Contract, Contractor may provide software maintenance (“Maintenance”) to the Commonwealth through this Addendum. Contractor may provide Maintenance to the Commonwealth beyond the expiration of the U.S. Communities Contract if a purchase order for such service is executed prior to the expiration date of this Addendum and the U.S. Communities Contract.
5. **ADDENDUM TERMS.** DGS and the Contractor agree to be bound to the Terms and Conditions set forth in this Addendum.
6. **U.S. COMMUNITIES TERMS.** DGS and the Contractor agree to be bound by the prices, terms, and conditions as stated in the U.S. Communities Contract, which is made a part of this Addendum and incorporated by reference.
7. **LOBBYING CERTIFICATION AND DISCLOSURE.** With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Contractor must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this Addendum as **Exhibit H**. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.
8. **IRAN FREE CERTIFICATION AND DISCLOSURE.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Commonwealth Procurement Code and is eligible to contract with the Commonwealth under Sections 3501—3506 of the Commonwealth Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). The Contractor must complete and return the Iran Free Procurement Certification form, (**Exhibit I, Iran Free Procurement Certification Form**), which is attached hereto and made part of this Addendum.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#>

9. **PRIMARY CONTACT.** The primary contact for this Addendum, as well as the recipient of any written notices pursuant to the Terms and Conditions, shall be the individual identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below, except that a Purchase Order

issued pursuant to this Addendum will identify the Commonwealth Contact Person for the software and/or services identified in the Purchase Order.

The Commonwealth's primary contact, Issuing Officer and Contracting Officer for this Addendum is as follows:

Joseph Millovich
DGS Bureau of Procurement
555 Walnut St. 6th FL
Forum Place
Harrisburg, PA 17101-1914
(717) 214-3434
jmillovich@pa.gov

10. ORDER OF PRECEDENCE. To the extent that there is a conflict between this Addendum, the U.S. Communities Contract and the Terms and Conditions, the order of precedence shall be as follows:

- (a) ☐ this Addendum;
- (b) ☐ the Terms and Conditions attached as **Exhibit A**; and then,
- (c) ☐ the U.S. Communities Contract.

11. CONTRACT DOCUMENTS. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between the documents:

- a. ☐ The instant document containing the recitals and signatures, along with the following Exhibits;
 - i. ☐ Participating Addendum;
 - ii. ☐ The Terms and Conditions attached as Exhibit A;
 - iii. ☐ Exhibit B, RFP Number 2000001701, including any addenda;
 - iv. ☐ Exhibit C, Insight's Technical Response;
 - v. ☐ Exhibit D, Insight's Cost Proposal dated September 21, 2015;
 - vi. ☐ Exhibit E, Insight's Functional Roles per Labor Category dated December 2, 2015; and
 - vii. ☐ Exhibit F, The Geographic Market Tiers dated December 10, 2015.
 - viii. ☐ Exhibit G, Memorandum of Negotiation
 - ix. ☐ Exhibit H, Lobbying Certification Form
 - x. ☐ Exhibit I, Iran Free Procurement Form

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Addendum the day and year first written above.

Witness:

Insight Public Sector, Inc.

By: Kayla Martin 12-31-18
Date

By: NOGL 12/31/18
Date

Kayla Martin - SSA
Printed Name and Title

David Cristal VP- GM
Printed Name and Title

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES

To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED BY PENNSYLVANIA DEPARTMENT OF TREASURY:

To be obtained electronically
Treasury Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

EXHIBIT A

STANDARD CONTRACT TERMS AND CONDITIONS FOR IT SUPPLIES AND RELATED SERVICES

1. Term of Contract.

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: (a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures); or (b) the "Valid from" date printed on the Contract, whichever is later.

2. Extension of Contract Term.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

3. Signatures.

- (a) ☐ The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties. The Contract and/or Purchase Order may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent on the Contract and/or Purchase Order represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

EXHIBIT A

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- (i) ☐ No handwritten signature shall be required in order for the Contract to be legally enforceable.
- (ii) ☐ The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (iii) ☐ Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

4. Definitions.

As used in this Contract, these words shall have the following meanings:

- (a) ☐ Agency or Purchasing Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this Contract, that entity shall also be identified as "Agency."
- (b) ☐ Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

EXHIBIT A

- (c) ☐ Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (d) ☐ Days: Calendar days, unless specifically indicated otherwise.
- (e) ☐ Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- (f) ☐ Documentation: All materials required to support and convey information about the Services or Supplies required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses; diagrams, maps, logical and physical designs; system designs; computer programs; flow charts; disks and/or other machine-readable storage media.
- (g) ☐ Expiration Date. The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (h) ☐ Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.
- (i) ☐ Services. All Contractor activity necessary to satisfy the Contract.
- (j) ☐ Software. A type of Supply. The term includes, but is not limited to, commercially available licensed Software, Software packaged with hardware as an appliance, Software subscriptions and Software-as-a-Service.
- (k) ☐ Software-as-a-Service (SaaS). Capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- (l) ☐ Software Services: All Software Licensor activity necessary to satisfy a Statement of Work, including but not limited to: configuration, customization, documentation, implementation, installation, maintenance and support.
- (m) ☐ Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.

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- (n) ☐ Statement of Work. A document attached to a Purchase Order which details the Software/Services which will be provided by the Contractor pursuant to the applicable Software/Services License Requirements Agreement between the Commonwealth and the Contractor and the Contract.
- (o) ☐ Supplies. All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.
- (p) ☐ Terms. These Standard Contract Terms and Conditions for IT Supplies and Related Services.

5. Purchase Orders.

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (i) ☐ No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- (ii) ☐ The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records

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exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (iii) ☐ Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under **ten thousand dollars (\$10,000)** in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

6. Independent Prime Contractor.

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services in this Contract whether or not the Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

7. Subcontracts.

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of the CONFIDENTIALITY provision of this Contract. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

8. Delivery.

- (a) ☐ Supply Delivery. All items shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. The Contractor shall work with Agency to provide Software via any method available and as requested by the Agency

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including, but not limited to: compact disc (CD), electronic download, original Software Licensor media, etc. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this Contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within **10 days** after a Purchase Order is issued to the Contractor.

- (b) ☐ Services Delivery. The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the applicable Software/Services License Requirements Agreement between the Commonwealth and the Contractor, the Statement of Work attached to a Purchase Order and the Contract.
- (c) ☐ Software Delivered via Download. The Contractor shall permit downloaded software to be returned with no additional fees up to 30 days from the date of download, provided that the Commonwealth provides any certifications required by the Contractor concerning the Software. If the Contractor has a shorter timeframe for returns or requires additional fees, the Contractor shall state this on the quote.

9. Estimated Quantities.

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid/proposal or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

10. Prior Notice.

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

11. Warranties.

- (a) ☐ The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications for the Supplies furnished and Services performed and/or the requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of **one (1) year** following delivery by the Contractor and

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acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

- (b) ☐ The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) ☐ Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- (d) ☐ THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) ☐ All warranties shall survive final acceptance.

12. Patent, Copyright, Trademark and Trade Secret Protection.

- (a) ☐ The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#), Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request)

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incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) ☐ The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all Supplies furnished and Services performed under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that Supplies furnished and Services performed for the Commonwealth under this Contract shall be free and clear from all claims of any nature.
- (c) ☐ If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) ☐ If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) ☐ If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) ☐ If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (i) ☐ any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) ☐ any license fee less an amount for the period of usage of any software; and

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- (iii) ☐ the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) ☐ The obligations of the Contractor under this section continue without time limit and survive the termination of this contract.
- (h) ☐ Notwithstanding the above, the Contractor shall have no obligation for:
 - (i) ☐ modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) ☐ any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) ☐ use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) ☐ the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) ☐ infringement of a non-Contractor product alone;
 - (vi) ☐ the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
 - (vii) ☐ the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) ☐ The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

13. Intellectual Property and Right to Use.

The Contractor hereby grants to the Commonwealth a non-exclusive right to access and to use the hardware and software comprising all or part of the Supplies and Services. The Commonwealth's use of the software is subject to the following:

- (a) ☐ Product License. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) ☐ Contractor Intellectual Property. The Commonwealth acknowledges that, in the course of providing and performing the Supplies and Services, the Contractor may

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use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor and that same shall remain the sole and exclusive property of the Contractor. The Contractor retains ownership of all Contractor Intellectual Property that the Contractor delivers to the Commonwealth pursuant to the Supplies provided and Services performed.

- (c) ☐ Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and all Commonwealth Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. The Commonwealth grants the Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to the Contractor is limited by the terms of this Contract.
- (d) ☐ Third Party Intellectual Property. If a Supply or Service under this Contract is commercially available software or requires commercially available software for use, the Contractor shall inform the third-party licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that includes terms and conditions acceptable to the Commonwealth, to the extent necessary for the Commonwealth to use the Third Party Intellectual Property in accordance with the terms of the Contract. Such license shall include the applicable provisions set forth in the Software/Services License Requirements Agreement between the Commonwealth and the Contractor and incorporated into the relevant Statement of Work.
- (e) ☐ Click Through Terms. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract.
- (f) ☐ No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

14. Commonwealth Data.

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The Commonwealth owns all Data provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works using the Commonwealth's Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract. Unless the solicitation specifies otherwise:

- (i) ☐ All Data must be stored within the United States.
- (ii) ☐ All Data must travel networks which are approved in writing by the Commonwealth.
- (iii) ☐ Data may not be stored in a state which asserts jurisdiction over disputes regarding data stored within that state.
- (iv) ☐ The Contractor shall be responsible for maintaining the privacy, security, and integrity of Data in its or its subcontractors' possession.
- (v) ☐ All Data shall be accessible to the Commonwealth upon request, and in a form acceptable to the Commonwealth.
- (vi) ☐ All Data shall be surrendered to the Commonwealth upon request.
- (vii) ☐ Any Data shall be destroyed by the Contractor at the Commonwealth's request.
- (viii) ☐ Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy, and accessibility requirements of this Contract.
- (ix) ☐ Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (x) ☐ Contractor shall be solely responsible for any costs, losses, fines or damages incurred by the Commonwealth due to Data being accessed, used, released, disclosed and/or acquired in an unauthorized manner.

15. Information Technology Policies.

The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, *Accessibility Policy*. The Contractor shall ensure that Services and Supplies procured under this Contract comply with the applicable standards. In the event such standards

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change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

16. Acceptance.

- (a) ☐ Supplies. No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies that are discovered to be defective or fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within **fifteen (15) days** after notification. Rejected Supplies left longer than **fifteen (15) days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such Supplies, and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.
- (b) ☐ Services. Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts/Purchase Orders where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform to the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
- (c) ☐ Software Services. Unless otherwise approved by the Commonwealth, acceptance of Software Services shall occur in accordance with the applicable Statement of Work, the Software/Services License Requirements Agreement between the Commonwealth and the Contractor, and the Contract.

17. Product Conformance.

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The Commonwealth reserves the right to require any and all Contractors to:

- (i) ☐ Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (ii) ☐ Supply published manufacturer product Documentation.
- (iii) ☐ Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (iv) ☐ Complete a survey/questionnaire relating to the bid requirements and specifications.
- (v) ☐ Provide customer references.
- (vi) ☐ Provide a product demonstration at a location near Harrisburg or the using agency location.

18. Rejected Material Not Considered Abandoned.

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within **thirty (30) days** of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

19. Compliance with Law.

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

20. Environmental Provisions.

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the *Clean Streams Law*, Act of June 22, 1937, (P.L. 1987, No. 394), as amended [35 P.S. §§ 691.1—691.1001](#); the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. §§ [6018.101—6018.1003](#); and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ [693.1—693.27](#).

21. Post-Consumer Recycled Content.

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Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

22. Recycled Content Enforcement.

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

23. Compensation.

- (a) ☐ Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) ☐ Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract or Purchase Order. All Services shall be performed within the time period(s) specified in the Contract or Purchase Order. The Contractor shall be compensated only for Services performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended, Commonwealth Travel Policy](#), and [Manual 230.1, Commonwealth Travel Procedures Manual](#).

24. Billing Requirements.

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (i) ☐ Vendor name and “Remit to” address, including SAP Vendor number;
- (ii) ☐ Bank routing information, if ACH;
- (iii) ☐ SAP Purchase Order number;
- (iv) ☐ Delivery Address, including name of Commonwealth agency;

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- (v) ☐ Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (vi) ☐ Quantity provided;
- (vii) ☐ Unit price;
- (viii) ☐ Price extension;
- (ix) ☐ Total price; and
- (x) ☐ Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, or, if applicable, comply with the provisions located at <http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>, relating to the Commonwealth E-Invoicing Program, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

25. Payment.

- (a) ☐ The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (i) ☐ the date on which payment is due under the terms of the Contract;
 - (ii) ☐ **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or
 - (iii) ☐ the payment date specified on the invoice if later than the dates established by (i) and (ii) above.
- (b) ☐ Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **fifteen (15) days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, 72 P. S. § [1507](#), (relating to interest penalties

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on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40. See, *Procurement Handbook*, Part I, Chapter 18, A 8. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- (c) ☐ The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

26. ACH Payments.

The Commonwealth will make contract payments through Automated Clearing House (ACH).

- (i) ☐ Within **10 days** of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- (ii) ☐ The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- (iii) ☐ It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

27. Taxes.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 237400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees

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and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

28. Assignment of Antitrust Claims.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the Supplies and Services which are the subject of this Contract.

29. Hold Harmless Provision.

- (a) ☐ The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#), Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) ☐ Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

30. Sovereign Immunity.

No provision of this Contract shall be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

31. Limitation of Liability.

- (a) ☐ General. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section,

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regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:

- (i) ☐ for bodily injury;
 - (ii) ☐ for death;
 - (iii) ☐ for intentional injury;
 - (iv) ☐ for damage to real property or tangible personal property for which the Contractor is legally liable;
 - (v) ☐ under Section 12, Patent, Copyright, Trademark and Trade Secret Protection;
 - (vi) ☐ related to a breach of the security of a system subject to this Contract that is maintained or managed by the Licensor; or
 - (vii) ☐ under Section 63, Virus, Malicious, Mischievous or Destructive Programming.
- (b) ☐ The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in subsection (a), or as otherwise specified in the Contract.

32. Audit Provisions.

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of **three (3) years** from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

33. Single Audit Act of 1984.

In compliance with the *Single Audit Act of 1984*, as amended, 31 U.S.C. § [7501—7507](#), the Contractor agrees to the following:

- (i) ☐ This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions ([Yellow Book](#)).

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- (ii) ☐ The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. §§ 7501—7507, and all rules and regulations promulgated pursuant to the Act.
- (iii) ☐ The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (iv) ☐ The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

34. Default.

- (a) ☐ The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - (i) ☐ Failure to begin delivering Supplies or performing Services within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (ii) ☐ Failure to deliver Supplies or perform Services with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - (iii) ☐ Unsatisfactory performance of the work;
 - (iv) ☐ Failure to deliver the Supply(ies) or perform Services within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (v) ☐ Improper delivery;
 - (vi) ☐ Failure to provide a Supply(ies) or perform Services that conform with the specifications referenced in the Contract or Purchase Order;
 - (vii) ☐ Delivery of a defective Supply;
 - (viii) ☐ Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - (ix) ☐ Discontinuance of furnishing Supplies or performing Services without approval;

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- (x) ☐ Failure to resume furnishing Supplies or performing Services that were discontinued, within a reasonable time after notice to do so;
 - (xi) ☐ Insolvency or bankruptcy;
 - (xii) ☐ Assignment made for the benefit of creditors;
 - (xiii) ☐ Failure or refusal within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for Supplies furnished or Services performed, for equipment rentals, or for utility services rendered;
 - (xiv) ☐ Failure to protect, repair or make good any damage or injury to property;
 - (xv) ☐ Breach of any provision of the Contract;
 - (xvi) ☐ Failure to comply with representations made in the Contractor's bid/proposal; or
 - (xvii) ☐ Failure to comply with applicable industry standards, customs and practice.
- (b) ☐ In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) ☐ If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

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- (d) ☐ The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) ☐ The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) ☐ Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

35. Force Majeure.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **ten (10) days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting Documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

36. Termination Provisions.

The Commonwealth has the right to terminate this Contract or any Purchase Order issued thereunder for any of the reasons set forth in this section. Termination shall be effective upon written notice to the Contractor.

- (a) ☐ Termination for convenience. The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days'** prior written notice (Notice of Termination) whenever

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the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be accomplished by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, the Contractor shall receive payment for the following:

- (i) ☐ all Supplies furnished and Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) ☐ all actual and reasonable costs incurred by the Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs. Failure to agree on any termination costs shall be a dispute handled in accordance with the Contract Controversies provision of this Contract.

The Contractor shall cease providing Supplies and Services as of the date set forth in the Notice of Termination, and shall be paid only for such Supplies and Services as have already been satisfactorily furnished or rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Supplies furnished or Services performed during the **30-day** notice period, if requested by the Commonwealth.

- (b) ☐ Non-appropriation. The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- (c) ☐ Termination for cause. The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days** or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and

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diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

In the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Supplies or Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent Supplies or Services for the terminated Supplies or Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under subsection (a) above.

37. Contract Controversies.

- (a) ☐ Pursuant to Section 1712.1 of the *Commonwealth Procurement Code* (62 Pa. C. S. § 1712.1), in the event of a claim arising from the Contract, the Contractor must, within **six (6) months** after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **sixty (60) days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (b) ☐ If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties),

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the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- (c) ☐ Within **fifteen (15) days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

38. Assignability and Subcontracting

- (a) ☐ Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) ☐ The Contractor shall not subcontract with any person or entity to perform all or any part of the furnishing of Supplies or performance of Services under this Contract without the prior written consent of the Contracting Officer, whose consent may be withheld at their sole and absolute discretion.
- (c) ☐ The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, whose consent may be withheld at their sole and absolute discretion.
- (d) ☐ Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- (e) ☐ For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) ☐ Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) ☐ A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an

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assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

39. Other Contractors.

The Commonwealth may undertake or award other contracts for additional or related Supplies furnished or Services performed, and the Contractor shall fully cooperate with other contractors and Commonwealth employees and coordinate its Supplies or Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of Supplies furnished or Services performed by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

40. Nondiscrimination/Sexual Harassment Clause.

The Contractor agrees:

- (a) ☐ In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [Pennsylvania Human Relations Act \(PHRA\)](#) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) ☐ Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) ☐ Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, in the provision of services under the contract.
- (d) ☐ Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the [Public Employee Relations Act](#), [Pennsylvania Labor Relations Act](#) or [National Labor Relations Act](#), as applicable and to the extent determined by entities charged with

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such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- (e) ☐ The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) ☐ The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of [PHRA](#) and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (g) ☐ The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) ☐ The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) ☐ The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) ☐ The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and

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conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

41. Contractor Integrity Provisions.

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (a) ☐ Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
 - (i) ☐ “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (ii) ☐ “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (iii) ☐ “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
 - (iv) ☐ “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (v) ☐ “Financial Interest” means either:
 - (1) ☐ Ownership of more than a five percent interest in any business; or
 - (2) ☐ Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (vi) ☐ “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § 7.153(b), shall apply.

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(vii) ☐ “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(b) ☐ In furtherance of this policy, Contractor agrees to the following:

(i) ☐ Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

(ii) ☐ Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

(iii) ☐ Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

(iv) ☐ Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

(v) ☐ Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:

(1) ☐ been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

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- (2) ☐ been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) ☐ had any business license or professional license suspended or revoked;
- (4) ☐ had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) ☐ been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) ☐ Contractor shall comply with the requirements of the [Lobbying Disclosure Act](#) (65 Pa. C.S. § 13A01, *et seq.*) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the [Pennsylvania Election Code](#) (25 P.S. §3260a).
- (vii) ☐ When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) ☐ Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall

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immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (ix) ☐ Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) ☐ For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

42. Contractor Responsibility Provisions.

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other

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activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) ☐ The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (b) ☐ The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) ☐ The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within **15 days** of the date of suspension or debarment.
- (d) ☐ The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) ☐ The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) ☐ The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.pa.gov> or contacting the:

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Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

43. Americans With Disabilities Act.

- (a) ☐ Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 *et seq.*, the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- (b) ☐ The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subsection (a) above.

44. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

45. Applicable Law.

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

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46. Integration.

This Contract, including all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

47. Order of Precedence.

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

48. Controlling Terms and Conditions.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

49. Changes.

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the Services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the Service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the Contract Controversies section.

50. Background Checks.

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- (a) ☐ The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Pennsylvania State Police Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) ☐ Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) ☐ The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) ☐ Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#) (June 4, 2014) *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

51. Confidentiality.

- (a) ☐ The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be

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communicated by describing the information, and the specifications around its use or disclosure, in the applicable document). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, (where permitted by law or regulation) which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the Default provision of this Contract, in addition to other remedies available to the non-breaching party.

- (b) ☐ Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:
- (i) ☐ already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
 - (ii) ☐ independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) ☐ known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (iv) ☐ disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) ☐ required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how or data processing techniques developed alone or jointly with the Commonwealth in connection with Services provided to the Commonwealth under this Contract.

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- (c) ☐ The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (i) ☐ Prepare and submit un-redacted version of the appropriate document, and
 - (ii) ☐ Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted, or
 - (iii) ☐ Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (i) ☐ the attached material contains confidential or proprietary information or trade secrets;
 - (ii) ☐ the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
 - (iii) ☐ the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
 - (iv) ☐ Submit the **two (2)** documents along with the signed written statement to the Commonwealth.

52. Sensitive Information.

- (a) ☐ The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) ☐ The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) ☐ Rights and obligations of the parties under this section survive the expiration or termination of this Contract.

53. Small Diverse Business/Small Business Commitment.

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Contractor shall meet and maintain the commitments to small diverse businesses and small businesses in the Small Diverse Business and Small Business (“SDB/SB”) portion of its Bid/Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Commonwealth Contracting Officer and BDISBO within **ten (10) workdays** at the end of each calendar quarter that the Contract is in effect.

54. Insurance

- (a) ☐ The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies with an A.M. Best Rating of A-VII or better and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - (i) ☐ Workers’ Compensation Insurance for all of the Contractor’s employees and those of any subcontractor engaged in performing Services in accordance with the [Worker’s Compensation Act](#), the Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 101—2708.
 - (ii) ☐ Commercial general liability insurance providing coverage from claims for damages for personal injury, death (including bodily injury), sickness or disease, accidental death and damage to and property of others, including loss of use resulting from any property damage which may arise from the Contractor’s operations under this Agreement, whether such operation be by the Contractor, its agent, or its employee. The limits of such insurance shall be in an amount not less than \$500,000 fper person and \$2,000,000 per occurrence, personal injury and property damage combined.. Such policies shall be occurrence based rather than claims-made policies and shall include the Commonwealth of Pennsylvania as an additional insured for claims caused by Contractor’s negligence while performing services under this agreement, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for or supplies provided to the Commonwealth.
 - (iii) ☐ Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of \$2,000,000, each claim and in the annual aggregate.

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- (iv) ☐ Technology Products Liability/Professional Liability/Errors & Omissions Insurance in the amount of \$2,000,000, each claim and in the annual aggregate, covering the Contractor, its employees, agents in the performance of all services.
- (v) ☐ Crime insurance in an amount of not less than \$1,000,000 per occurrence.
- (vi) ☐ Information Security and Privacy Liability Insurance including Privacy Notification Costs (including coverage for Technology Professional Liability if not covered under Contractor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$3,000,000, each claim and in the annual aggregate, covering the Contractor, its employees, agents in the performance of all services.
- (b) ☐ Prior to commencing work under the Contract, and annually thereafter, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. These policies will not be canceled or materially changed in such a way to cause the coverage to fail to comply with the requirements of this subsection (b) until at least **15 days'** prior written notice from the Contractor has been received by the Commonwealth. Such cancellation or material change shall not relieve the Contractor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) ☐ The Contractor agrees to maintain such insurance for the life of the Contract and any applicable purchase order issued pursuant to the Contract.

55. Notice

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) ☐ If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) ☐ If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

56. Right-To-Know Law

- (a) ☐ The Pennsylvania [*Right-to-Know Law*](#), 65 P.S. §§ 67.101—3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

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- (b) ☐ If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) ☐ Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - (i) ☐ Provide the Commonwealth, within **ten (10) calendar days** after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (ii) ☐ Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) ☐ If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within **seven (7) calendar days** of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) ☐ The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5) business days** of receipt of written notification of the Commonwealth's determination.
- (f) ☐ If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) ☐ The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule

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established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- (h) ☐ The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) ☐ The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

57. **Enhanced Minimum Wage.**

- (a) ☐ Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) ☐ Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) ☐ Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) ☐ exempt from the minimum wage under the Minimum Wage Act of 1968;
 - (ii) ☐ covered by a collective bargaining agreement;
 - (iii) ☐ required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or

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- (iv) ☐ required to be paid a higher wage under any state or local policy or ordinance.
- (d) ☐ Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) ☐ Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) ☐ Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) ☐ Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

58. Manufacturer's Price Reduction.

If, prior to the delivery of the awarded Supplies by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

59. Special Requirements.

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

60. Prevailing Minimum Wages.

If applicable to this Contract, the Contract with the awarded vendor is subject to and shall comply with the provisions, duties, obligations, remedies and penalties of the *Pennsylvania Prevailing Wage Act*, [The Act of August 15, 1961](#), P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1—165-17 and its regulations 34 Pa. Code §§ [9.101—9.112](#), which are incorporated herein by reference as if fully set forth herein. The Contractor shall pay no less than the wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry (hereinafter referred to in this paragraph as “Secretary”) for each craft or classification of all workers needed to perform this Contract during the term hereof for the county in which the work is to be performed. In compliance with said [Pennsylvania Prevailing Wage Act](#), the Prevailing

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Minimum Wage Predetermination, as approved by the Secretary, is attached hereto and made a part hereof.

- (a) ☐ The provisions of this paragraph shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors. The contractor shall insert in each of its subcontracts all of these required contract provisions and stipulations contained in this paragraph and such other stipulations as may be required.
- (b) ☐ No worker may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in section 8 of the Act (43 P.S. § 165-8) and section 9.107 of the Act's Regulations (relating to petition for review of rates and hearings) shall be followed.
- (c) ☐ Workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of a contractually relationship which may be alleged to exist between a contractor, subcontractor and workers, at least once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Prevailing Wage Act or its Regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker or public work.
- (d) ☐ The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
 - (i) ☐ The name of project.
 - (ii) ☐ The name of public body for which it is being constructed.
 - (iii) ☐ The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (iv) ☐ The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - (v) ☐ A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the

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contractor or subcontractor are not complying with the act or the regulations in any manner whatsoever, the worker may file a protest in writing with the Secretary of Labor and Industry within **3 months** of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within **6 months** from the occurrence of the event creating the right.

- (e) ☐ The contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day, and the actual hourly rate of wage paid including employee benefits, to each worker employed by the contractor or subcontractor in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for **2 years** from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or the Secretary's authorized representatives.
- (f) ☐ Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with *The Apprenticeship and Training Act* (43 P.S. §§ 90.1—90.10), approved July 14, 1961 and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.
- (g) ☐ Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor & Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- (h) ☐ Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act, regardless of the average hourly earnings resulting therefrom.
- (i) ☐ Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract. If wages

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remain unpaid, the contractor or subcontractor shall set forth the amount of wages due and owing to each worker respectively. A copy of the form entitled "Contractor's or Subcontractor's Weekly Payroll Certification for Public Works Projects" is attached hereto.

- (j) ☐ Before final payment is made, a final wage certification must be submitted by all contractors and subcontractors.

61. Virus, Malicious, Mischievous or Destructive Programming.

- (a) ☐ Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) ☐ The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

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- (c) ☐ The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) ☐ The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth.
- (e) ☐ Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

62. Service Levels.

- (a) ☐ The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) ☐ Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as many otherwise be agreed between the Parties in respect of Services performed less frequently than monthly. All Services without expressly defined Service Levels must be performed at least to the same degree of accuracy, completeness, efficiency, quality and timeliness as is provided by well-managed suppliers providing services similar to the Services, so long as such performance is commercially and operationally reasonable.
- (c) ☐ The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation claims for liquidated damages, injunctive relief and termination rights, provided however, Service Level Credits paid would be credited against any such claims for damages.

63. Hazardous Substances.

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- (a) ☐ The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, P.L. 734, No. 159, known as the *Worker and Community Right-to-Know Act*, as amended, 35 P.S. §§ 7301—7320 (the “Act”) and the regulations promulgated pursuant thereto at [34 Pa. Code §§ 301.1—323.6](#).
- (b) ☐ Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in paragraphs (i) through (iv):
- (i) ☐ Hazardous substances:
- (1) ☐ The chemical name or common name,
 - (2) ☐ A hazard warning, and
 - (3) ☐ The name, address and telephone number of the manufacturer.
- (ii) ☐ Hazardous mixtures:
- (1) ☐ The common name, but if none exists, then the trade name,
 - (2) ☐ The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - (3) ☐ The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - (4) ☐ A hazard warning, and
 - (5) ☐ The name, address and telephone number of the manufacturer.
- (iii) ☐ Single chemicals:
- (1) ☐ The chemical name or the common name,
 - (2) ☐ A hazard warning, if appropriate, and
 - (3) ☐ The name, address and telephone number of the manufacturer.
- (iv) ☐ Chemical Mixtures:
- (1) ☐ The common name, but if none exists, then the trade name,

EXHIBIT A

- (2) ☐ A hazard warning, if appropriate,
- (3) ☐ The name, address, and telephone number of the manufacturer, and
- (4) ☐ The chemical name or common name of either the top five (5) substances by volume or those substances consisting of 5.0% or more of the mixture.
- (v) ☐ A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.
- (vi) ☐ Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.
- (vii) ☐ The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:
 - (1) ☐ NFPA 704, Identification of the Fire Hazards of Materials.
 - (2) ☐ National Paint and Coatings Association: Hazardous Materials Identification System.
 - (3) ☐ American Society for Testing and Materials, Safety Alert Pictorial Chart.
 - (4) ☐ American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.
- (viii) ☐ Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.
- (c) ☐ Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

EXHIBIT A

64. Publicity/Advertisement.

The Contractor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

65. Additional Federal Provisions.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.



COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY

FOR

**TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED
PRODUCTS AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #2000001701

PRE-PROPOSAL CONFERENCE

RFP2000001701

An optional pre-proposal conference will be held on August 26, 2015 at 10:30 A.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 4/5, Fairfax, Virginia 22035. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract specialist, Kristy D. Varda at dpsmteam1@fairfaxcounty.gov or kristy.varda@fairfaxcounty.gov prior to the pre-proposal conference by close of business, August 21, 2015.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: August 12, 2015	REQUEST FOR PROPOSAL NUMBER: 2000001701	TITLE: Technology Products Services Solutions
DEPARTMENT: Purchasing & Supply Management	DUE DATE/TIME: September 17, 2015 / 2:00 P.M.	CONTRACT SPECIALIST: Kristy Varda at 703-324-3217; kristy.varda@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole
Proprietor)

Prompt Payment Discount: ___% for payment within ___days/net
___days

State Corporation Commission (SCC)
Identification No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: ☐ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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INTRODUCTION AND BACKGROUND

1. MASTER AGREEMENT

Fairfax County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Technology Products, Services, Solutions and Related Products and Services (herein "Products and Services").

2. OBJECTIVES

- 2.1. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 2.2. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- 2.3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 2.4. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 2.5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 2.6. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

- 3.1. Offerors are to propose the broadest possible selection of TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

- 3.1.1. **Technology Products:** A complete portfolio of technology products such as desktops, laptops, tablets, PDA's, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalars, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.
- 3.1.2. **Technology Services and Solutions:** A complete portfolio of technology services and solutions such as systems configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:
 - Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.
 - Physical Security: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access

INTRODUCTION AND BACKGROUND

control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

- **Communications:** Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.
- **Cloud:** Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).
- **Infrastructure:** Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.
- **Data Management:** Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.
- **Visual Communications:** Visual communications that integrate audio, video, voice and presentation capabilities.
- **UCC (Unified Communications and Collaboration):** UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.
- **Broadcast Studio:** Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).
- **Law Enforcement:** Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.
- **Mobility:** Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.
- **Asset Management:** Asset management solutions to identify and manage installed software, hardware and license entitlements.
- **Data Protection:** Data protection to protect, backup, recover and archive data and applications.
- **Energy and Water Conservation:** Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.
- **Financial Services:** Financing options such as lease, lease to own, lease with option to own, and IT as a Service.
- **Other Services and Solutions:** Services and solutions not listed above that may be proposed by Offeror.

INTRODUCTION AND BACKGROUND

3.1.3. Cisco Products, Services and Solutions

3.1.3.1. **Cisco Products:** A complete offering of Cisco products including, but not limited to, application networking services products, blade switches, cloud and systems management, collaboration endpoints, conferencing, connected safety and security, customer collaboration, data center management and automation, data center switches, infrastructure software, interfaces and modules, networking software, optical networking, routers, security, servers, service exchange, storage networking, switches, unified communications, video, wireless, and any other products offered by Cisco.

3.1.3.2. **Cisco Services and Solutions:** A complete offering of Cisco services and solutions including, but not limited to, cloud and systems management services, collaboration services, collaboration endpoints services, conferencing services, data center and virtualization services, enterprise network services, routing services, security services, services for application networking services, storage networking services, switching services, unified communication services, unified computing services, video services, wireless services and any other services and solutions offered by Cisco.

3.1.4. HP Products, Services and Solutions

3.1.4.1. **HP Products:** A complete offering of HP products including, but not limited to:

- Computers: Desktops, laptops, tablets, monitors, workstations, accessories, point of sale computers for retail environments, thin client software portfolio, digital signage and any other computer equipment and software available from HP.
- Networking: Data center networking, software-defined networking, switches, wireless networking, campus networking and any other networking available from HP.
- Servers: Blade servers, scalable servers, integrity mission-critical servers, rack and tower servers and any other servers available from HP.
- Software: Application lifecycle management, big data analytics, business service management, enterprise security, hybrid cloud management, information governance, information management, IT service management, mobile solutions, operations management, software-defined data center, DevOps solutions and any other software available from HP.
- Storage: Primary storage, backup, recovery and archive storage, enterprise application storage, primary storage, software-defined storage, Simply StoreIT solutions and any other storage available from HP.

3.1.4.2. **HP Services and Solutions:** A complete offering of HP services and solutions including, but not limited to, analytics and data management, applications services, business process services, data center, workload and cloud services, enterprise security services, IT financing and asset recovery services, mobility and workplace services, support services, technology consulting, computing services, big data solutions, cloud solutions, mobility solutions, security solutions, converged systems solutions, small and midsize organization solutions, total access education solutions, and any other services and solutions offered by HP.

3.1.5. Dell Products, Services and Solutions

3.1.5.1. **Dell Products:**

- General Products: A complete offering of Dell products including, but not limited to, laptops, notebooks, PDA's, desktops, workstations, thin clients, monitors, servers, accessories, battery back-up, power or surge, cables, data storage and drives, networking, digital imaging such as cameras and scanners, memory and system components, office equipment, sound and multimedia, telecommunications products, video monitors, cards and projectors, interactive whiteboards, DVD's, books, music and video,

INTRODUCTION AND BACKGROUND

- **Software:** A complete offering of Dell software including, but not limited to, information management, data protection, data center and cloud management, mobile workforce management, security, platforms and any other software offered by Dell.

3.1.5.2. Dell Services and Solutions: A complete offering of Dell services and solutions including, but not limited to, support services, application modernization, application services, business process outsourcing, digital business services, cloud-based services, information security services, financing and leasing, IT consulting, managed services, training services, cloud solutions, data center solutions, security solutions, big data, information and data management, mobility and security solutions and any other services and solutions offered by Dell.

3.1.6. Panasonic Products, Services and Solutions

3.1.6.1. Panasonic Products:

- **Communications:** A complete offering of Panasonic communication systems including, but not limited to, business communication systems, HD visual communication systems, IP phones and any other communications products, applications and accessories offered by Panasonic.
- **Security Systems:** A complete offering of Panasonic security systems including, but not limited to, network cameras, video recorders, interfaces, software and converters, analog cameras, digital video recorders, switchers and controllers, remote head cameras, module cameras, wearable cameras, security viewer application and any other security systems and accessories offered by Panasonic.
- **Personal Computers:** A complete offering of Panasonic computers including, but not limited to, rugged, semi-rugged and business-rugged Toughbooks and Toughpads and any other personal computers and accessories offered by Panasonic.
- **Professional AV:** A complete offering of Panasonic professional AV equipment including, but not limited to broadcast and professional AV equipment such as camcorders, camera systems, switchers and mixers, monitors and accessories, visual systems such as projectors, professional displays and accessories, sound systems such as public address systems, infrared wireless microphone systems and RAMSA audio systems and any other professional AV and accessories offered by Panasonic.
- **Terminals:** A complete offering of Panasonic terminals including, but not limited to, handheld tablets, point of sale workstations and any other terminals offered by Panasonic.
- **Soft Module Products:** A complete offering of Panasonic soft module products including, but not limited to, audio and video processing software, voice recognition software, image recognition software and any other soft module products offered by Panasonic.
- **Recording Media:** A complete offering of Panasonic recording media including, but not limited to, SD cards for professional camcorders, SD memory cards for industrial use, blue-ray disc, ADA (advanced disc for archive, DV cassettes and any other recording media offered by Panasonic.

3.1.6.2. Panasonic Services and Solutions: A complete offering of Panasonic services and solutions including, but not limited to, installation, product configurations, product support, warranties, insurance, railway industry solutions and any other services and solutions offered by Panasonic.

3.1.7. EMC² Products, Services and Solutions

3.1.7.1. EMC² Products:

- **Big Data:** A complete offering of EMC² Big Data products including, but not

INTRODUCTION AND BACKGROUND

limited to, storage, analytics, applications and any other Big Data products offered by EMC².

- **Cloud**: A complete offering of EMC² cloud products including, but not limited to, applications, data protection, infrastructure, security, cloud enabled solutions and any other cloud products offered by EMC².
- **Convergent Infrastructure**: A complete offering of EMC² convergent infrastructure products including, but not limited to, blocks, racks, appliances, reference architecture and any other convergent infrastructure products offered by EMC².
- **Storage**: A complete offering of EMC² storage products including, but not limited to, primary storage, software-defined storage, enterprise applications storage, storage for small and medium organizations, data protection products and any other storage products offered by EMC².
- **Security**: A complete offering of EMC² security products including, but not limited to, authentication, data loss prevention, data protection, fraud prevention, governance, risk and compliance, identity and access management, network analytics, security information and event management, cyber security framework, incident response assistance, and any other security products offered by EMC².

3.1.7.2. EMC² Services and Solutions:

- **Big Data**: A complete offering of EMC² Big Data consulting, services and solutions.
- **Cloud**: A complete offering of EMC² cloud management, support, services and solutions.
- **Content Management**: A complete offering of EMC² content management services and solutions including, but not limited to, process management, capture, customer communications, collaboration, pervasive governance and any other content management services and solutions offered by EMC².
- **Data Protection Solutions**: A complete offering of EMC² data protection solutions including, but not limited to, data protection solutions for Oracle, data protection solutions for Microsoft, data protection solutions for SAP, data protection solutions for VMware, data protection solutions for EMC Enterprise Hybrid Cloud, data protection solutions for Big Data, deduplication solutions, desktop, laptop and remote office solutions, disaster recovery solutions, mainframe tape replacement solutions, tape replacement solutions and any other data protection services and solutions offered by EMC².
- **Infrastructure Management**: A complete offering of EMC² infrastructure management services and solutions including, but not limited to, data center automation, IT operations management, IT performance management, configuration and compliance management, storage resource management, applications performance management, Vblock platform management and any other infrastructure management services and solutions offered by EMC².
- **Security**: A complete offering of EMC² security services and solutions including, but not limited to, advance security operations, authentication, data loss prevention, fraud prevention, network monitoring and any other security services and solutions offered by EMC².
- **General Services and Solutions**: A complete offering of any additional EMC² services and solutions including, but not limited to, installation, support, warranties, training, and any other services and solutions offered by EMC².

3.1.8. CommVault Products, Services and Solutions

- #### **3.1.8.1. CommVault Products:**
- A complete offering of CommVault software including Simpana software, but not limited to, backup and recovery, virtual machine, integration, replication, OnePass Backup and Archive, deduplication, reporting and insights, workflow automation, content-based retention, self-service access, search and eDiscovery, legal hold, ContentStore, and any other products offered by

INTRODUCTION AND BACKGROUND

CommVault.

- 3.1.8.2. **CommVault Solutions, Services and Support:** A complete offering of CommVault solutions, services and support including, but not limited to, data and information management, enterprise applications, bundled appliances, solutions for specialized industries such as healthcare, government and education, consulting services, professional services, support and training and any other solutions, services and support offered by CommVault.

3.1.9. **Symantec Products, Services and Solutions**

- 3.1.9.1. **Symantec Products:** A complete offering of Symantec security products including, but not limited to, advanced threat protection, code signing, control compliance suite, data loss prevention, DeepSight security intelligence, email security, encryption, endpoint management (Altiris), internet of things, endpoint protection, incident response, managed security services, mobile security and management, Norton, protection suite, SSL certificates, user authentication and any other security products offered by Symantec.

- 3.1.9.2. **Symantec Services and Solutions:** A complete offering of Symantec services and solutions including, but not limited to, consulting, education services, managed services, support services, appliance services, licensing, technical support, training and certification, threat protection solutions, information protection solutions, cyber security services, enterprise mobility management, and any other services and solutions offered by Symantec.

3.1.10. **Veritas Products, Services and Solutions**

- 3.1.10.1. **Veritas Products:** A complete offering of Veritas Information Management products including, but not limited to, archiving and eDiscovery, backup exec, information fabric technology platform, InfoScale, NetBackup, NetBackup appliances, storage foundation high availability, system recovery and any other offered by Veritas.

- 3.1.10.2. **Veritas Services and Solutions:** A complete offering of Veritas services and solutions including, but not limited to, consulting, education services, managed services, support services, appliance services, licensing, technical support training and certification, and any other services and solutions offered by Veritas.

3.1.11. **VMware Products, Services and Solutions**

- 3.1.11.1. **VMware Products:** A complete offering of VMware products including, but not limited to, data center and cloud infrastructure, networking and security, storage and availability, hyper-converged infrastructure, data center and cloud management, personal desktop software, business mobility software, desktop and application virtualization software, enterprise mobility management software and any other products offered by VMware.

- 3.1.11.2. **VMware Services and Solutions:** A complete offering of VMware services and solutions including, but not limited to, cloud computing, software-defined data center, virtualization, business mobility, data center virtualization and hybrid cloud extensibility, streamlined and automated data center operations, application and infrastructure delivery automation, security controls native to infrastructure, high availability and resilient infrastructure, and any other services and solutions offered by VMware.

- 3.1.12. **Apple Products, Services and Solution:** A complete offering of Apple products, services and solutions including, but not limited to, MacBook, MacBook Air, MacBook Pro, iMac, Mac Pro, Mac mini, ipad mini, ipad, iphone, watch, ipod, Apple TV, accessories for all products, apps, servers, music, support and any other products, services or solutions offered by Apple.

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3.1.13. Google Products, Services and Solutions: A complete offering of Google product, services and solutions including, but not limited to, Apps for work, cloud platform, maps for work, search for work, chrome for work, android for work, Google business solutions and any other products, services and solutions offered by Google.

3.1.14. Amazon Web Services Products, Services and Solutions

3.1.14.1. Amazon Web Services Products and Services: A complete offering of Amazon Web Services products and services including, but not limited to, global compute, storage, database, analytics, application and deployment services to power web and mobile applications, data processing and warehousing, storage and archive, as well as any other products and services offered by Amazon Web Services.

3.1.14.2. Amazon Web Services Solutions: A complete offering of Amazon Web Services solutions including, but not limited to, cloud based solutions for websites, backup and recovery, archiving, disaster recovery, development and test, big data, high performance, databases, digital marketing, e-commerce, media and entertainment, mobile services, internet of things, enterprise IT, business applications, content delivery, health and any other solutions offered by Amazon Web Services.

3.1.15. Microsoft Products, Services and Solutions:

3.1.15.1. Microsoft Products:

- Devices: A complete offering of Microsoft devices including, but not limited to, Surface products, PC's and tablets, Xbox, Lumia Phones, Microsoft Band, Microsoft HoloLens, Microsoft Surface Hub, accessories and any other devices offered by Microsoft.
- Software and Apps: A complete offering of Microsoft software and apps, including but not limited to, Office, Windows, other software and services such as Microsoft Health, Microsoft Security Essentials, Skype, Internet Explorer, OneDrive, Outlook, OneNote, Bing, Visual Studio, Visio, Project, and MSN, apps, games, downloads, Developer and IT Pro, Business and Enterprise such as cloud platform, data availability, business analytics, customer relationship management, Enterprise Mobility Suite, Enterprise resource and planning, business software and apps such as Microsoft Dynamics, Microsoft Power BI, Microsoft SQL Server, Windows Server, Microsoft System Center, Visual Studio, Microsoft Azure, Microsoft Social Engagement, Windows Embedded, Microsoft Intune, OneDrive for Business, Exchange Server, SharePoint and any other software and apps offered by Microsoft.

3.1.15.2. Microsoft Services and Solutions: A complete offering of Microsoft services and solutions including, but not limited to, support, licensing and any other services and solutions offered by Microsoft.

3.1.16. Citrix Products, Services and Solutions:

3.1.16.1. Citrix Products: A complete offering of Citrix products, including but not limited to, Workspace Suite, Workspace Cloud, GoToMeeting, GoToTraining, GoToWebinar, OpenVoice, Podio, receiver for universal access from any device, XenMobile, ShareFile, Worx Mobile Apps, GoToAssist, Concierge, XenApp, XenClient, XenDesktop, NetScaler, CloudBridge, CloudPlatform, XenServer, CloudPortal Business Manager and any other products offered by Citrix.

3.1.16.2. Citrix Services and Solutions: A complete offering of Citrix services and solutions including, but not limited to, application and desktop virtualization, enterprise mobility management, file sync and sharing, cloud networking, collaboration, cloud services and any other services and solutions offered by Citrix.

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3.1.17. **NetApp Products, Services and Solutions:**

3.1.17.1. **NetApp Products:** A complete offering of NetApp products, including but not limited to, hybrid data storage, software and converged infrastructure, enterprise all-flash data storage, software and converged infrastructure, hardware and software for cloud storage and any other products offered by NetApp.

3.1.17.2. **NetApp Services and Solutions:** A complete offering of NetApp services and solutions to build a cloud-ready data center, accelerate enterprise application performance, protect and recover data, strategy, design, deploy and transition, operations, training, certification, support and any other services and solutions offered by NetApp.

3.1.18. **Related Products, Services and Solutions:** Any related companies' products, services and solutions available from Offeror.

4. **U.S. COMMUNITIES**

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods and services through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Hennepin County, MN
City and County of Denver, CO	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of San Antonio, TX	Ocean City, NJ
City of Seattle, WA	Onondaga County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	State of Iowa
Great Valley School District, PA	The School District of Collier County, FL

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.8 Billion Dollars in products and services annually. Each month more than 500 new public

INTRODUCTION AND BACKGROUND

agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fairfax County is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix E.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 million in sales annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products and services required to be purchased under the proposed Master Agreement, Fairfax County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2014 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

INTRODUCTION AND BACKGROUND

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

- 1.1 The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts through competitive negotiation for the provision of Technology Products, Services, Solutions, and Related Products and Services by the County of Fairfax, Virginia as well as other Participating Public Agencies.

2. PRE-PROPOSAL CONFERENCE:

- 2.1. An optional pre-proposal conference will be held on August 26, 2015 at 10:30 A.M. in the Fairfax County Government Center, Conference Center Room 4/5, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors should submit any questions in writing pertaining to the RFP, in writing, prior to the pre-proposal conference to Kristy Varda at dpsmteam1@fairfaxcounty.gov or kristy.varda@fairfaxcounty.gov prior to the pre-proposal conference by close of business, August 21, 2015.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin on date of award and terminate on the 3rd anniversary of the award with the option to renew for 4 additional 1 year periods or any combination of time equally not more than 4 years.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1 Fairfax County (the County)

Fairfax County is located in the state of Virginia, near Washington, D.C. Its population is over 1 million, and it occupies an area of approximately 400 square miles.

The County's fiscal year runs from July 1 to June 30. In the adopted budget for fiscal year 2016 (FY2016), combined General Fund Disbursements total \$3.70 billion. The County currently holds an AAA bond rating from Standard and Poor's, Moody's, and Fitch.

Fairfax County Government (FCG) has over 50 departments located in over 200 facilities throughout the County. Currently, FCG facilities include the main government center campus (which houses the main county data center), twenty three (23) Public Libraries, twenty three (23) Police locations, fifty one (51) Fire and Rescue locations, and in addition many more community, health, human services and park locations. FCG's Department of Information

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Technology (DIT) manages, and implements all aspects of information technology solutions and supporting infrastructure that enable county agencies to deliver information and services to citizens and the community and implement operational efficiencies. DIT establishes standards and architecture for the information and communications systems that are implemented in county government agencies throughout the county.

FCG Enterprise Information Technology Environment: The County has developed an approach to its IT architecture that maximizes the return on IT investments, emphasizes and ensures reliability, scalability and security, while promoting standards-based acquisition that can be adapted across the enterprise. The Information Technology Plan is published annually by Fairfax County Department of Information Technology and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to IT system requirements. The IT Plan is available at <http://www.fairfaxcounty.gov/dit/itplan/>

5. PROGRAM REQUIREMENTS:

- 5.1. Qualified Offerors may be authorized resellers of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services or direct manufacturers of the Products and Services.
 - 5.1.1. Offerors who are resellers must represent, sell and service the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services.
 - 5.1.2. Offerors who are direct manufacturers may respond with their Products and Services only.
- 5.2. Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services:
 - 5.2.1. Cisco Gold Certified Partner
 - 5.2.2. HP Gold or Platinum partner
 - 5.2.3. Dell Partner Direct Preferred or Premier Partner
 - 5.2.4. Panasonic Authorized Reseller Partner
 - 5.2.5. EMC² Gold or Platinum Partner
 - 5.2.6. CommVault Value-Added Reseller
 - 5.2.7. Symantec Gold or Platinum Partner
 - 5.2.8. VMware Enterprise or Premier Partner
 - 5.2.9. Microsoft Gold Certified Partner
 - 5.2.10. Citrix Gold Solutions Advisor or Platinum Solutions Advisor
 - 5.2.11. NetApp Platinum or Star Partner
- 5.3. If Offeror is a manufacturer of the Products and Services and has partner resellers/dealers/distributors that sell's manufacturer's Products and Services, then the partner resellers/dealers/distributors must agree to the terms and conditions of this RFP and Offeror shall provide documentation of such.
- 5.4. Offeror must have the resources to work with multiple entities at the same time.

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- 5.5. Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to perform the following
- 5.5.1. Provide commercial hardware, software, peripherals and accessories as ordered under the task order;
 - 5.5.2. Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level;
 - 5.5.3. Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Fairfax County and Participating Public Agencies as authorized buyers of this contract;
 - 5.5.4. Provide maintenance support of the services and solutions;
 - 5.5.5. Provide ancillary support (logistics support, etc.) relating to provisions of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services;
 - 5.5.6. Provide project management support for each deliverable under the contract; and
 - 5.5.7. Provide project-specific and overall contract performance reporting, as required.
- 5.6. STAFF EXPERIENCE:
- 5.6.1. Offeror shall describe the credentials of staff and how they are certified and trained to provide the Products and Services required in Introduction and Background, paragraph 3, General Definition of Products and Services for Participating Public Agencies.
 - 5.6.2. Offeror shall describe the number and type of staff its company proposes to service this contract, i.e. technical, service, training, executive support, etc. and its hiring practices for such positions for Participating Public Agencies.
 - 5.6.3. Offeror shall describe its methodology for training Participating Public Agency end users.
 - 5.6.4. Offeror shall describe its experience with managing major government projects.
 - 5.6.5. Offeror shall describe its processes for assigning staff to specific projects, along with the credentials of the staff members. Offeror should include how it will involve the County or other Participating Public Agencies to ensure projects are staffed to be successful.
- 5.7. CUSTOMER SERVICE:
- The County is focused on customer service with a philosophy to provide all customers with quality Products and Services in a manner that is courteous, responsive, accessible and seamless. The Products and Services will be delivered by patience, understanding, good will and without regard to our own convenience. The selected Contractor will be expected to use these guidelines in developing the proposed solution:
- Accessible, courteous, responsive and seamless customer service is of highest priority for the County and Participating Public Agencies;
 - Accessible service means that citizens have easy access to the organization;

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- Seamless customer service means that the Offeror's employees know what they are doing, that information is accurate, that they have a good understanding of how to get problems and decisions made, that they are trained and evaluated for the jobs they are doing;
- Customer service goals must be measurable and regularly evaluated; and
- Continuous improvements in customer service must be made in order to make County and Participating Public Agency services accessible, responsive and as seamless as possible.

5.8. FINANCING OPTIONS:

Offeror should include any financing solutions and payment options available to Participating Public Agencies.

5.9. REPORTING REQUIREMENTS:

5.9.1. Monthly Reports: The Offeror shall furnish electronic monthly reports to the County and Participating Public Agency, to include the following information:

- New product information;
- Price sheets showing price decreases on discontinued Products;
- Decreases on manufacturer's prices on Products still to be manufactured;
- System upgrades;
- Current pricing and Product lists;
- Software upgrades; and
- Special sales or promotions.

As reporting needs may change during the term of the Agreement, the County and Participating Public Agency reserve the right to request changes to the timing and content of the reports as well as additional reports.

5.9.2. Quarterly Reports: The Offeror shall furnish electronic quarterly usage reports showing a summary of the ordering and/or history of the County and each Participating Public Agency department for the previous quarter to the County and Participating Public Agency. The report must show at a minimum, purchase order number, description, part number, serial number, quantity, order number, cost, order date, ship date, total quantity of each item ordered during the period, the reporting period. The County and Participating Public Agency reserves the right to request additional information, if required, when reviewing such data.

5.9.3. Environmental Reporting Requirements: Upon request, the Offeror shall furnish periodic environmental impact reports (i.e. usage, disposal, environmental impact, energy efficiency, changes in manufacturing techniques, etc.) with respect to the Products and Services.

5.10. SUPPORT AND MAINTENANCE:

Each Offeror must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs must be quoted and shall include but not be limited to:

- Error or defect correction;
- Updates;
- Telephone assistance; and
- Service hours and response times.

5.11. REPRESENTATIONS AND WARRANTIES:

The Offeror represents, warrants and covenants that:

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- 5.11.1. The Products and Services shall satisfy all requirements set forth in the Agreement, including but not limited to any Appendices;
 - 5.11.2. All work performed by the Offeror and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 5.11.3. Neither the Products and Services nor any software or hardware provided by the Offeror under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 5.11.4. The Offeror has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Offeror;
 - 5.11.5. All software and documentation provided by the Offeror or its subcontractors will have sufficient information and capabilities to enable the County to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products; and
 - 5.11.6. All software and documentation provided by the Offeror or its subcontractors will have sufficient information to enable the County to create an index containing the following information with respect to each database used by the Products without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The Offeror agrees that the information set forth in the preceding sentence constitutes a public record and may be disclosed by the County without the Offeror's consent.
- 5.12. **BACKGROUND CHECKS:**
- The Offeror will provide proof and results of background checks (email or hard copy to an authorized Fairfax County representative) at the Offerors expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and include:
1. Social Security Number (SSN) – Trace and Verification
 2. US Department of Treasury – SDN List and OFAC Sanctions Program
 3. US Department of Justice – National Sex Offender Registry
 4. Criminal Records – Felony conviction in last ten (10) years
 5. Drug screening – Fairfax County is a Drug Free Zone.

6. TECHNICAL PROPOSAL INSTRUCTIONS:

Proposals should not contain extraneous information or promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the topics outlined in this section and emphasize the Offeror's methodology and approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror and the evaluation criteria listed in this RFP.

The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides. Thumb drive copies submitted must be free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit thumb drives that contain viruses, malware, Trojans, worms, rootkits, spyware,

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adware, etc. may be liable for resulting damages and their proposals may be rejected.

- 6.1. The Offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs. This information will be considered the minimum content of the proposal.

Tab 1 – COVER LETTER: The cover letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 – EXECUTIVE SUMMARY:

The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – OFFEROR PROFILE:

The Offeror must provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of firm submitting proposal
- Main office address, telephone number, fax number
- Primary contact email address and website address
- If a corporation, when and where incorporated
- List any dba's
- List any appropriate Federal, State and Organization registration numbers
- Number of years in business
- Total number of employees

Tab 4 PROPOSAL:

The Offeror shall provide a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Offeror's best offer. Following is a framework and questions to guide your organizations suggested solution. Please address the following as completely as possible for each component of the Project in Introduction and Background, Paragraph 3, General Definition of Products and Services and Special Provisions, Paragraph 5, Program Requirements.

- Include a complete listing of programs and services proposed in the same order as Introduction and Background, Paragraph 3, General Definition of Products and Services.
- Process: What steps will your organization take to ensure that the transition/implementation for the Project runs smoothly?
- Transition Plan: If applicable to the Product or Service, the Offeror shall prepare and submit to the County for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition of the Products and Services to the Offeror with minimum disruption to the County's operations.
- Project Plan: Submit a Project Plan (preferably in MS Project format) to describe, to the best of your ability, all times, tasks and resources associated with the implementation of the Project.
- Client Relationship Management: Describe the communications scheme that your organization will use to keep the County informed about the progress of the Project.

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- **Risk Management:** Describe the risks associated with the Project or associated Agreement. What contingencies have been built in to mitigate those risks?

Tab 5 OFFEROR QUALIFICATIONS AND EXPERIENCE:

1. The Offeror shall describe its qualifications and experience related to the programs and services proposed. Describe Offeror's ability to meet or exceed requirements in the Special Provisions, Paragraph 5, Program Requirements.
2. Offeror shall identify and provide the same information for all subcontractors or joint venture partners and identify their role in your proposed solution.
3. Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA).

Tab 6 NATIONAL QUALIFICATIONS (Appendix D):

1. Supplier Qualifications, Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.
2. Completed and signed Supplier Qualification Worksheet for National Program Consideration.
3. Detailed response to each element of the SUPPLIER INFORMATION on pages 56-60 (Appendix D).

Tab 7 – FINANCIAL STATEMENTS:

The Offeror shall provide an income statement and balance sheet from the two most recent reporting periods.

Tab 8 – APPENDIX B DOCUMENTS:

Offeror Data Sheet

Virginia State Corporation Commission Registration Information

Business, Professional and Occupational License

Certification Regarding Debarment or Suspension

Certification Regarding Ethics in Public Contracting

Business Classification

Subcontractor(s) Notification Form

Tab 9 – REFERENCES

The Offeror shall complete Appendix C, References.

Tab 10 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered (Appendix F):**7. COST PROPOSAL INSTRUCTIONS:**

- 7.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.
- 7.2. Prices may be proposed by region, zone or other categorization.

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- 7.3. The following information should be submitted as part of the cost proposal:

Tab 1 – PROPOSED PRODUCT PRICING:

For any proposed products, Offeror shall provide the following.

1. It is preferred that Offeror provide product pricing using a **fixed percentage (%)** discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria. The Offeror shall provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.

If this is not feasible, Offeror may provide detailed cost breakdown of their proposed pricing structure to include direct, indirect, general & administrative, overhead and profit cost details. Along with this data, offerors must submit a justification as to why a Manufacturer Price List or other objectively verifiable criteria is not available. All costs shall be substantiated by an actual invoice indicating the amount paid for products.

Any price reductions, special offerings, sales or promotions occurring during the term of the Agreement, shall be passed on to the County and Participating Public Agencies as soon as they are announced by the manufacturer or Contractor and shall be considered part of the Agreement.

2. Offeror, if a reseller/dealer/distributor, shall provide a listing of all manufacturers it offers with the discount percentage(s) by manufacturer.

Tab 2 – PROPOSED SERVICES AND SOLUTIONS:

For any proposed services or solutions, Offeror shall provide the following.

1. For any proposed services and solutions, Offeror must provide a detailed price breakdown for each service or solution separately as well as totals for services provided together, if prices differ.
2. All prices offered in the cost proposal shall include labor, supervision, equipment, travel and any other incidentals to complete the solution, application or service.
3. Labor categories shall be displayed on a cost per hour, either all inclusive or cost per position (director, technical architect, project manager, etc.).

Tab 3 Additional Offerings:

1. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume, bundled solutions, applications, products and services, etc., to Participating Public Agencies.
2. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, transit authority, etc.
3. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of solutions, applications, products, and services during the term of the contract. Please refer to paragraph 9.

Tab 4 Scenarios:

1. Offerors are asked to take the pricing offered in Tabs 1 through 3 and apply it to the scenarios listed in Attachment 1.
2. Response to scenarios must identify the technical capabilities to meet the scenario along with the cost of these technical capabilities.

SPECIAL PROVISIONS

3. Scenarios are examples of what might be purchased off a contract of this nature and will be used to evaluate offerors cost reasonableness.

8. CONSULTATION SERVICES:

- 8.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

9. PRICING:

- 9.1. The pricing structure, discounts and fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, the Producer Price Index (PPI) or other relevant indices.
- 9.2. The request for a change in the pricing structure, discounts and fees shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 9.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors.

10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

11. CONTACT FOR CONTRACTUAL MATTERS:

- 11.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Kristy D. Varda, CPPB, Contract Specialist
 Department of Purchasing and Supply Management
 Telephone: (703) 324-3217
kristy.varda@fairfaxcounty.gov

- 11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 16.3).

12. REQUIRED SUBMITTALS:

- 12.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

SPECIAL PROVISIONS**13. SUBMISSION OF PROPOSAL:**

- 13.1. One (1) original (duly marked), one (1) hard copy and two (2) electronic thumb drive copies of the Technical proposal, and one (1) original (duly marked), one (1) hard copy and two (2) electronic thumb drive copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. All submitted copies (hard and electronic) must be identical. The offeror must include a notarized statement that the thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Telephone: 703-324-3201

- 13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.
- 13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 13.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 13.5. The submitted proposals shall be as follows:
- Each original and copy of the Technical proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTIONS**.
- Each original and copy of the Cost proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Cost proposal as required in the Special Provisions paragraph 7, **COST PROPOSAL INSTRUCTIONS**.
- 13.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.
- 13.7. The County will be receiving proposals periodically throughout the contract period. The date and time for subsequent submission opportunities will be established at the sole discretion of the County. Each opportunity for submission will be advertised as required by the *Fairfax County Purchasing Resolution*.

SPECIAL PROVISIONS**14. LATE PROPOSALS:**

- 14.1 Proposals received in the Office of the County Purchasing Agent after the date and time prescribed in each posting of the RFP shall not be considered for contract award and shall be returned to the offeror.

15. PERIOD THAT PROPOSALS REMAIN VALID:

- 15.1 Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

16. BASIS FOR AWARD:

- 16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror(s) whose proposal(s) is/are determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 16.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

a. Proven experience of the firm's success in providing the Products and Services on a nationwide basis in a timely manner, including depth of response to PROPOSAL and QUALIFICATIONS of work as outlined in Special Provisions, Paragraph 5 Program Requirements as well as the financial stability of the firm and references of the firm.	35 points

SPECIAL PROVISIONS

- b. Offeror's understanding and acceptance of SUPPLIER COMMITMENTS, SUPPLIER WORKSHEET AND SUPPLIER INFORMATION 30 points
 - c. Offeror's Products and Services offerings 10 points
 - d. Reasonableness of cost proposal(s) 25 points
- 16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 16.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 16.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 16.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

17. INSURANCE:

- 17.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 17.2 The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated

SPECIAL PROVISIONS

by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

- d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

18. METHOD OF ORDERING:

- 18.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 18.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

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- 18.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

19. REPORTS AND INVOICING:

- 19.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 19.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. Contract and/or Purchase order number;
 - e. The type of services; and,
 - f. The itemized cost for each item/service.
- 19.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-f. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

20. PAYMENTS:

- 20.1 The County will pay the Contractor based upon completion, acceptance, and approval by the County.

21. CHANGES:

- 21.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 21.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

22. DELAYS AND SUSPENSIONS:

- 22.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 22.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time

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that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 22.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

23. ACCESS TO AND INSPECTION OF WORK:

- 23.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

24. PROJECT AUDITS:

- 24.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 24.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 24.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 24.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 24.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

SPECIAL PROVISIONS**25. DATA SOURCES:**

- 25.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

26. SAFEGUARDS OF INFORMATION:

- 26.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

27. ORDER OF PRECEDENCE:

- 27.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

28. SUBCONTRACTING:

- 28.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us>; local chambers of commerce and other business organizations.
- 28.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 29.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies.
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 29.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

SPECIAL PROVISIONS**30. NEWS RELEASE BY VENDORS:**

- 30.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 31.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 31.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

32. HIPAA COMPLIANCE:

- 32.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 32.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

33. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 33.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the

General Conditions and Instructions to Bidders

capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

General Conditions and Instructions to Bidders

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
 - c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

General Conditions and Instructions to Bidders

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;

General Conditions and Instructions to Bidders

- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

General Conditions and Instructions to Bidders

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

General Conditions and Instructions to Bidders

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

General Conditions and Instructions to Bidders

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

General Conditions and Instructions to Bidders

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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 the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

General Conditions and Instructions to Bidders

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

General Conditions and Instructions to Bidders

- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

General Conditions and Instructions to Bidders

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. VENUE: This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

79. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

80. CONTRACTOR NOT TO BENEFIT: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Payment Address, if different from above:

Fairfax County Bidder or Supplier Number (if applicable)

(Note: Vendors can register for the number above at: www.fairfaxcounty.gov/vendorportal)

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
 Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.



COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 28, Special Provisions). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

REFERENCES

Provide 3 references, preferably public agencies, where Products or Services have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

Reference 1

Company Name:	_____	Phone:	_____
Contact:	_____	Email:	_____
Title:	_____	Address:	_____

Description of technology products and solutions provided: _____

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

Reference 2

Company Name:	_____	Phone:	_____
Contact:	_____	Email:	_____
Title:	_____	Address:	_____

Description of technology products and solutions provided: _____

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

Reference 3

Company Name:	_____	Phone:	_____
Contact:	_____	Email:	_____
Title:	_____	Address:	_____

Description of technology products and solutions provided: _____

Contract Award Date: _____ Completion Date: _____

Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

COMMITMENTS

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Appendix F) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES____ NO____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ NO____
- D. Did your company have sales greater than \$100 million last year in the United States?
YES____ NO____
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- I. Will your company commit to the following program implementation schedule?
YES____ NO____
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

NEW SUPPLIER IMPLEMENTATION CHECKLIST

New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call	Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	One Week
2. Executed Legal Documents	U.S. Communities Admin Agreement Lead Public Agency Agreement signed	One Week
3. Program Contact Requirements	Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	One Week
4. Second Conference Call	Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting	Two Weeks
5. Marketing Kick Off Call	Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	Two Weeks
6. Initial NAM & Staff Training Meetings	Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	Three Weeks
7. Senior Management Meeting	Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments	Four Weeks
8. Review Top Joint Target Opportunities	Top 10 Local Contracts Review top U.S. Communities PPA's	Five Weeks

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

9. Web Development	
Initiate IT contact	Two Weeks
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Four Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide the company annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

4. Provide annual sales for 2012, 2013 and 2014 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**Marketing**

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$ _____.00 will be transitioned in year one.
 - b. \$ _____.00 will be transitioned in year two.
 - c. \$ _____.00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Appendix D, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**Products, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Introduction and Background, Paragraph 5, General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for the Products and Services.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide all product or service warranties.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
4. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.
3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.
4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

ADMINISTRATION AGREEMENT

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "**Founding Co-Sponsors**") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided

ADMINISTRATION AGREEMENT

herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

ADMINISTRATION AGREEMENT

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

ADMINISTRATION AGREEMENT

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to

ADMINISTRATION AGREEMENT

use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-

ADMINISTRATION AGREEMENT

compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 **Indemnity.** Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "**Administrative Fees**"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month,

ADMINISTRATION AGREEMENT

Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports

ADMINISTRATION AGREEMENT

(vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities
2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any

ADMINISTRATION AGREEMENT

extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ADMINISTRATION AGREEMENT

EXHIBIT A

MASTER AGREEMENT

(Fairfax County Master Agreement to be attached at time of award.)

ADMINISTRATION AGREEMENT

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	212.00

Sales Report Data Format

Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table

Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:**State of Oregon, State of Hawaii, State of Washington**

State: HI	Honokaa
	Honolulu
Account Type: HI Counties, Cities, Colleges	Honomu
	Hoolehua
Hawaii County	Kaaawa
Honolulu County	Kahuku
Kauai County	Kahului
Maui County	Kailua
Kalawao County	Kailua Kona
Aiea	Kalaheo
Anahola	Kalaupapa
Barbers Point N A S	Kamuela
Camp H M Smith	Kaneohe
Captain Cook	Kapaa
Eleele	Kapaau
Ewa Beach	Kapolei
Fort Shafter	Kaumakani
Haiku	Kaunakakai
Hakalau	Kawela Bay
Haleiwa	Keaau
Hana	Kealakekua
Hanalei	Kealia
Hanamaulu	Keauhou
Hanapepe	Kekaha
Hauula	Kihei
Hawaii National Park	Kilauea
Hawaiian Ocean View	Koloa
Hawi	Kualapuu
Hickam AFB	Kula
Hilo	Kunia
Holualoa	Kurtistown
Honaunau	Lahaina

STATE NOTICE ADDENDUM

Laie	Tripler Army Medical Center
Lanai City	Volvano
Laupahoehoe	Wahiawa
Lawai	Waialua
Lihue	Waianae
M C B H Kaneohe Bay	Waikoloa
Makawao	Wailuku
Makaweli	Waimanalo
Maunaloa	Waimea
Mililani	Waipahu
Mountain View	Wake Island
Naalehu	Wheeler Army Airfield
Ninole	Brigham Young University - Hawaii
Ocean View	Chaminade University of Honolulu
Ookala	Hawaii Business College
Paauhau	Hawaii Pacific University
Paauilo	Hawaii Technology Institute
Pahala	Heald College - Honolulu
Pahoa	Remington College - Honolulu Campus
Paia	University of Phoenix - Hawaii Campus
Papaaloa	Hawaii Community College
Papaikou	Honolulu Community College
Pearl City	Kapiolani Community College
Pearl Harbor	Kauai Community College
Pepeekeo	Leeward Community College
Princeville	Maui Community College
Pukalani	University of Hawaii at Hilo
Puunene	University of Hawaii at Manoa
Schofield Barracks	Windward Community College

STATE NOTICE ADDENDUM

State: HI (122 records)

Account Type: K-12 (16 records)

Malama Honua Public Charter School
ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
STATE OF HAWAII, DEPT. OF EDUCATION
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHAU`OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
School Lunch Program
Our Savior Lutheran School

Account Type: County (5 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Kauai County Council
Honolulu Fire Department
COUNTY OF MAUI

Account Type: Non-Profit (70 records)

Lanai Community Health Center
Maui High Band Booster Club
Naalehu Assembly of God
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH

NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
BUILDING INDUSTRY ASSOCIATION OF HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
BISHOP MUSEUM
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOCIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Pohaha I Ka Lani
Hawaii Area Committee
Lanai Federal Credit Union
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
West Maui Community Federal Credit Union
Hawaii Island Humane Society

STATE NOTICE ADDENDUM

Kama'aina Care Inc
International Archaeological Research
Institute, Inc.
Community Empowerment Resources
Tutu and Me Traveling Preschool
First United Methodist Church
AOAO Royal Capitol Plaza
Kumpang Lanai
Child and Family Service
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program
Fund
Puu Heleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
Kroc Center Hawaii
Kupu

Account Type: College and University (8 records)

University of the Nations
ARGOSY UNIVERSITY
HAWAII PACIFIC UNIVERSITY
UNIVERSITY OF HAWAII AT MANOA
RESEARCH CORPORATION OF THE UNIVERSITY
OF HAWAII
BRIGHAM YOUNG UNIVERSITY - HAWAII
University Clinical Research and Association
CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (7 records)

Hawaii Information Consortium
Leeward Community Church
E Malama In Keiki O Lanai
Keawala'i Congregational Church
Lanai Community Hospital
Angels at Play Preschool & Kindergarten
Queen Emma Gardens AOA

Account Type: Community College (2 records)

Honolulu Community College

COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (10 records)

DOT Airports Division Hilo International Airport
Judiciary - State of Hawaii
ADMIN. SERVICES OFFICE
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
HAWAII AGRICULTURE RESEARCH CENTER
STATE OF HAWAII
Third Judicial Circuit - State of Hawaii

Account Type: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU
Lanai Youth Center

Account Type: Federal (2 records)

US Navy
Defense Information System Agency

State: OR (1,221 records)

Account Type: K-12 (215 records)

Warrenton Hammond School
Columbia Academy
VALLEY CATHOLIC SCHL
CROOK COUNTY SCHOOL DISTRICT
CORBETT SCHL DIST #39
Bethel School District #52
St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
Knova Learning
New Horizon Christian School
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON

STATE NOTICE ADDENDUM

NEAH-KAH-NIE DISTRICT NO.56	RAINIER SCHOOL DISTRICT
INTER MOUNTAIN ESD	NORTH CLACKAMAS SCHOOL DISTRICT
STANFIELD SCHOOL DISTRICT	MONROE SCHOOL DISTRICT NO.1J
LA GRANDE SCHOOL DISTRICT	CHILDPEACE MONTESSORI
CASCADE SCHOOL DISTRICT	HEAD START OF LANE COUNTY
DUFUR SCHOOL DISTRICT NO.29	HARNEY COUNTY SCHOOL DIST. NO.3
hillsboro school district	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
GASTON SCHOOL DISTRICT 511J	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BEAVERTON SCHOOL DISTRICT	LEBANON COMMUNITY SCHOOLS NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29	MT.SCOTT LEARNING CENTERS
WILLAMINA SCHOOL DISTRICT	SEVEN PEAKS SCHOOL
MCMINNVILLE SCHOOL DISTRICT NO.40	DE LA SALLE N CATHOLIC HS
Sheridan School District 48J	MULTISENSORY LEARNING ACADEMY
THE CATLIN GABEL SCHOOL	MITCH CHARTER SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	REALMS CHARTER SCHOOL
CENTRAL CATHOLIC HIGH SCHOOL	BAKER SCHOOL DISTRICT 5-J
CANYONVILLE CHRISTIAN ACADEMY	PHILOMATH SCHOOL DISTRICT
OUR LADY OF THE LAKE SCHOOL	CLACKAMAS EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26	CANBY SCHOOL DISTRICT
ARLINGTON SCHOOL DISTRICT NO. 3	OREGON TRAIL SCHOOL DISTRICT NO.46
LIVINGSTONE ADVENTIST ACADEMY	WEST LINN WILSONVILLE SCHOOL DISTRICT
Santiam Canyon SD 129J	MOLALLA RIVER SCHOOL DISTRICT NO.35
WEST HILLS COMMUNITY CHURCH	ESTACADA SCHOOL DISTRICT NO.108
BANKS SCHOOL DISTRICT	GLADSTONE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT	ASTORIA SCHOOL DISTRICT 1C
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	SEASIDE SCHOOL DISTRICT 10
HARNEY EDUCATION SERVICE DISTRICT	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT	VERNONIA SCHOOL DISTRICT 47J
LAKE OSWEGO SCHOOL DISTRICT 7J	SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	COOS BAY SCHOOL DISTRICT NO.9
SILVER FALLS SCHOOL DISTRICT	COOS BAY SCHOOL DISTRICT
St Helens School District	NORTH BEND SCHOOL DISTRICT 13
DAYTON SCHOOL DISTRICT NO.8	COQUILLE SCHOOL DISTRICT 8
Amity School District 4-J	MYRTLE POINT SCHOOL DISTRICT NO.41
SCAPPOOSE SCHOOL DISTRICT 1J	BANDON SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
FOREST GROVE SCHOOL DISTRICT	REDMOND SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT	DESCHUTES COUNTY SD NO.6 - SISTERS SD
LOWELL SCHOOL DISTRICT NO.71	DOUGLAS EDUCATION SERVICE DISTRICT
TIGARD-TUALATIN SCHOOL DISTRICT	ROSEBURG PUBLIC SCHOOLS
SHERWOOD SCHOOL DISTRICT 88J	GLIDE SCHOOL DISTRICT NO.12

STATE NOTICE ADDENDUM

SOUTH UMPQUA SCHOOL DISTRICT #19	REYNOLDS SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32	CENTENNIAL SCHOOL DISTRICT
ELKTON SCHOOL DISTRICT NO.34	NOBEL LEARNING COMMUNITIES
DOUGLAS COUNTY SCHOOL DISTRICT 116	St. Stephen's Academy
HOOD RIVER COUNTY SCHOOL DISTRICT	Salem-Keizer 24J
PHOENIX-TALENT SCHOOL DISTRICT NO.4	McKay High School
CENTRAL POINT SCHOOL DISTRICT NO. 6	Pine Eagle Charter School
JACKSON CO SCHOOL DIST NO.9	Waldo Middle School
ROGUE RIVER SCHOOL DISTRICT NO.35	hermiston school district
MEDFORD SCHOOL DISTRICT 549C	Clear Creek Middle School
CULVER SCHOOL DISTRICT NO.	Marist High School
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	Victory Academy
GRANTS PASS SCHOOL DISTRICT 7	Vale School District No. 84
LOST RIVER JR/SR HIGH SCHOOL	St. Mary School
KLAMATH FALLS CITY SCHOOLS	Junction City High School
LANE COUNTY SCHOOL DISTRICT 4J	Three Rivers School District
SPRINGFIELD SCHOOL DISTRICT NO.19	Fern Ridge School District
CRESWELL SCHOOL DISTRICT	JESUIT HIGH SCHL EXEC OFC
SOUTH LANE SCHOOL DISTRICT 45J3	LASALLE HIGH SCHOOL
LANE COUNTY SCHOOL DISTRICT 69	Southwest Christian School
SIUSLAW SCHOOL DISTRICT	Willamette Christian School
SWEET HOME SCHOOL DISTRICT NO.55	Westside Christian High School
LINN CO. SCHOOL DIST. 95C - SCIO SD	CS LEWIS ACADEMY
ONTARIO MIDDLE SCHOOL	Portland America School
GERVAIS SCHOOL DIST. #1	Forest Hills Lutheran School
NORTH SANTIAM SCHOOL DISTRICT 29J	Mosier Community School
JEFFERSON SCHOOL DISTRICT	Koreducators Lep High
SALEM-KEIZER PUBLIC SCHOOLS	Warrenton Hammond School District
MT. ANGEL SCHOOL DISTRICT NO.91	Sutherlin School District
MARION COUNTY SCHOOL DISTRICT 103 -	Malheur Elementary School District
WASHINGTON ES	Ontario School District
MORROW COUNTY SCHOOL DISTRICT	Parkrose School District 3
MULTNOMAH EDUCATION SERVICE DISTRICT	Riverdale School District 51J
GRESHAM-BARLOW SCHOOL DISTRICT	Tillamook School District
DALLAS SCHOOL DISTRICT NO. 2	Madeleine School
CENTRAL SCHOOL DISTRICT 13J	Union School District
St. Mary Catholic School	Helix School District
CROSSROADS CHRISTIAN SCHOOL	Molalla River jSchool District
ST. ANTHONY SCHOOL	Corvallis School District 509J
HERITAGE CHRISTIAN SCHOOL	Falls City School District #57
BEND-LA PINE SCHOOL DISTRICT	Portland Christian Schools
GLENDALE SCHOOL DISTRICT	LUCKIAMUTE VALLEY CHARTER SCHOOLS
LINCOLN COUNTY SCHOOL DISTRICT	Deer Creek Elementary School
PORTLAND PUBLIC SCHOOLS	Yamhill Carlton School District

STATE NOTICE ADDENDUM

HARRISBURG SCHL DIST
CENTRAL CURRY SCHL DIST#1
BNAI BRITH CAMP
OREGON FOOD BANK
ABIQUA SCHL
Salem keizar school district
Athena Weston School District 29RJ
Imbler School District #11
monument school
PENDLETON SCHOOL DISTRICT #16R
Ohara Catholic School
St. Paul School District
St Paul Parish School
EagleRidge High School
Grant Community School
Northwest Academy
Sunny Wolf Charter School
MCKENZIE SCHOOL DISTRICT 068
L'Etoiile French Immersion School
LA GRANDE SCHOOL DISTRICT 001
Marist Catholic High School
Elgin school dist.
PLEASANT HILL SCH DIST #1
Ukiah School District 80R
North Powder Charter School
French American School
Mastery Learning Institute
North Lake School District 14
Early College High School

Account Type: County (46 records)

GILLIAM COUNTY OREGON
HOUSING AUTHORITY OF CLACKAMAS COUNTY
UMATILLA COUNTY, OREGON
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coos county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON

HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
BAKER CNTY GOVT
TILLAMOOK CNTY
Wheeler County
Lane County Sheriff's Office
Clackamas County Juvenile Dept
City of Seaside Police Department

Account Type: Non-Profit (563 records)

Tamarack Aquatic Center
Seven Feathers Casino
St Paul Baptist Church
Long Tom Watershed Council
San Martin Deporres Catholic Church
Portland Parks Foundation
Cedar Hills Baptist Church
Unitarian Universalist Church in Eugene
Emmanuel Bible Church

STATE NOTICE ADDENDUM

Oregon Farm Bureau	COLLEGE HOUSING NORTHWEST
Mt Emily Safe Center	PARALYZED VETERANS OF AMERICA
Salem First Presbyterian Church	Independent Development Enterprise Alliance
Rolling Hills Baptist Church	MID-WILLAMETTE VALLEY COMMUNITY
Baker Elks	ACTION AGENCY, INC
Gates Community Church of Christ	HALFWAY HOUSE SERVICES, INC.
PIP Corps LLC	REDMOND PROFICIENCY ACADEMY
Turtle Ridge Wildlife Center	OHSU FOUNDATION
Grande Ronde Model Watershed Foundation	SHELTERCARE
Western Environmental Law Center	PRINGLE CREEK SUSTAINABLE LIVING CENTER
Mercy Flights, Inc.	PACIFIC INSTITUTES FOR RESEARCH
The Christian Church of Hillsboro Oregonb	Mental Health for Children, Inc.
HHoly Trinity Greek Orthodox Cathedral	The Dreaming Zebra Foundation
MECOP Inc.	LAUREL HILL CENTER
Beaverton Christians Church	THE OREGON COMMUNITY FOUNDATION
Oregon Humanities	OCHIN
St. Pius X School	WE CARE OREGON
Community Connection of Northeast Oregon, Inc.	SE WORKS
St Mark Presbyterian Church	ENTERPRISE FOR EMPLOYMENT AND
Living Opportunities, Inc.	EDUCATION
Coos Art Museum	OMNIMEDIX INSTITUTE
OETC	PORTLAND BUSINESS ALLIANCE
Blanchet House of Hospitality	GATEWAY TO COLLEGE NATIONAL NETWORK
Merchants Exchange of Portland, Oregon	FOUNDATIONS FOR A BETTER OREGON
Coalition for a Livable Future	GOAL ONE COALITION
Central Oregon Visitors Association	ATHENA LIBRARY FRIENDS ASSOCIATION
Soroptimist International of Gold Beach, OR	Coastal Family Health Center
Real Life Christian Church	CENTER FOR COMMUNITY CHANGE
Dayton Christian Church	STAND FOR CHILDREN
Delphian School	ST. VINCENT DEPAUL OF LANE COUNTY
AVON	EAST SIDE FOURSQUARE CHURCH
EPUD-Emerald People's Utility District	CORVALLIS MOUNTAIN RESCUE UNIT
Human Solutions, Inc.	InventSuccess
The Wallace Medical Concern	SHERIDAN JAPANESE SCHOOL FOUNDATION
Boys & Girls Club of Salem, Marion & Polk Counties	The Blosser Center for Dyslexia Resources
The Ross Ragland Theater and Cultural Center	MOSAIC CHURCH
Cascade Health Solutions	HOUSING AUTHORITY OF LINCOLN COUNTY
Umpqua Community Health Center	RENEWABLE NORTHWEST PROJECT
ALZHEIMERS NETWORK OF OREGON	INTERNATIONAL SUSTAINABLE DEVELOPMENT
NATIONAL WILD TURKEY FEDERATION	FOUNDATION
TILLAMOOK ESTUARIES PARTNERSHIP	CONSERVATION BIOLOGY INSTITUTE
LIFEWORCS NW	THE NATIONAL ASSOCIATION OF CREDIT
	MANAGEMENT-OREGON, INC.
	BLACHLY LANE ELECTRIC COOPERATIVE
	MORNING STAR MISSIONARY BAPTIST

STATE NOTICE ADDENDUM

CHURCH

NORTHWEST FOOD PROCESSORS
ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND
BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N
SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI
ASSOCIATION
Rose Villa
NORTHWEST LINE JOINT APPRENTICESHIP &
TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION

GRANT PARK CHURCH

ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENONNITE BRETHREN
CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY
COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND
GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING
FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH
COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN
OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
MEALS ON WHEELS PEOPLE, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
SERENITY LANE

STATE NOTICE ADDENDUM

EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING
SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLLEGICS UNITED AGAINST
DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH
ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY,
INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN
EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO

SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCCE CENTERS OF GRETER
PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
NEIGHBORIMPACT
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE
CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.
FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUSING DEV CORP
UMPQUA COMMUNITY DEVELOPMENT
CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP.
MICHAEL KING.
SELF ENHANCEMENT INC.

STATE NOTICE ADDENDUM

FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA FAMILY
RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION
SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL
HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADIA REGION GREEN BUILDING COUNCIL
SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLAMETTE
EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER
North Pacific District of Foursquare Churches
CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Housing Development Center
Little Promises Children's Program

UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN
MAKING MEMORIES BREAST CANCER
FOUNDATION, INC.
ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
North Coast Family Fellowship
Childsworld Learning Center
New Artists Performing Arts Productions, Inc.
Relief Nursery
St. Mary's Episcopal Church
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and
Community Development
Hermiston Christian Center & School
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coaliton, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
Winding Waters Medical Clinic
First Baptist Church

STATE NOTICE ADDENDUM

The Nature Conservancy, Willamette Valley Field Office	Southwest Bible Church
Serenity Lane Health Services	Community Works Inc
Portland Community Reinvestment Initiatives, Inc.	Masonic Lodge Pearl 66
GeerCrest Farm & Historical Society	Molalla Nazarene Church
College United Methodist Church	Transition Projects, Inc
NEDCO	St Michaels Episcopal Church
Salem Evangelical Church	Saint Johns Catholich Church
Daystar Education, Inc.	Access Inc
Oregon Social Learning Center	Community Learning Center
Pain Society of Oregon	Old Mill Center for Children and Families
environmental law alliance worldwide	Sunny Oaks Inc
Community in Action	Hospice Center Bend La Pine
Safe Harbors	Westside Foursquare Church
FIRST CHRISTIAN CHURCH	Relief Nursery Inc
Pacific Classical Ballet	Morning Star Community Church
Depaul Industries	MULTNOMAH DEFENDERS INC
African American Health Coalition	Providence Health System
Jesus Prayer Book	Holy Trinity Catholic Church
Coalition Of Community Health	Holy Redeemer Catholic Church
River Network	Alliance Bible Church
CCI Enterprises Inc	CARE OREGON
Oregon Nurses Association	Mid Columbia Childrens Council
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	HUMANE SOCIETY OF REDMOND
Mount Angel Abbey	Our Redeemer Lutheran Church
YMCA OF ASHLAND	Kbps Public Radio
YMCA OF COLUMBIA-WILLAMETTE	Skyball Salem Keizer Youth Bas
ASSOCIATION SERVICES	Open Technology Center
Multnomah Law Library	Grace Chapel
Friends Of Tryon Creek State P	CHILDREN'S MUSEUM 2ND
Ontrack Inc.	Solid Rock
Calvin Presbyterian Church	West Chehalem Friends Church
HOLT INTL CHILD	Guide Dogs For The Blind
St John The Baptist Catholic	Aldersgate Camps and Retreats
Portland Foursquare Church	St. Katherine's Catholic Church
Portland Christian Center	The Alliance NW of the Christian & Missionary Alliance
Church Extension Plan	Bags of Love
Occu Afghanistan Relief Effort	Grand View Baptist Church
EUGENE FAMILY YMCA	Green Electronics Council
Christ The King Parish and School	Scottish Rite
Newberg Christian Church	Western Wood Products Association
First United Methodist Church	THE NEXT DOOR
Zion Lutheran Church	NATIONAL PSORIASIS FOUNDATION
	NEW BEGINNINGS CHRISTIAN CENTER

STATE NOTICE ADDENDUM

HIGHLAND UNITED CHURCH OF CHRIST	Food for Lane County
OREGON REPERTORY SINGERS	columbia gorge discovery center and museum
HIGHLAND HAVEN	NAMI of Washington County
FAIR SHARE RESEARCH AND EDUCATION FUND	The Dalles Art Association
Oregon Satsang Society, Inc., A chartered	Temple Beth Israel
Affiliate of ECKANKAR , ECKA	Willamette Leadership Academy/Pioneer
First Baptist Church of Enterprise	Youth Corps Of Oregon
The Canby Center	Rose Haven
Instituto de Cultura y Arte In Xochitl In Cuicatl	Sexual Assault Support Services
OSLC COMMUNITY PROGRAMS OCP	The Inn Home for Boys, Inc.9138
Oregon Nikkei Endowment	Oregon Technical Assistance Corporation
Eastern Oregon Alcoholism Foundation	Education Travel & Culture, Inc.
Grantmakers for Education	Rural Development Initiatives
The Spiral Gallery	Jason Lee Manor/UMRC
The ALS Association Oregon and SW	YMCA of Marion and Polk Counties
Washington Chapter	Faith Christian Fellowship
Children's Relief Nursery	Brookings Elks Lodge
Home Builders	Fund For Christian Charity
World of Speed	Deer Meadow Assisted Living
SW Community Health Center	Umpqua Basin Water Association
Energy Trust of Oregon	The Church of Christ of Latter Day Saints
St. Vincent de Paul Church	300 Main Inc
Fr. Bernard Youth Center	Southwestern Oregon Public Defender
Oregon Psychoanalytic Center	Services, Inc.
Store to Door	Albertina Kerr Centers
Depaul Industries	Dufur Christian Church
North Coast Christian Church	St. Matthew Catholic School
Union County Economic Development Corp.	Serendipity Center Inc
Camelto Theatre Company	Northwest Family Services
Camp Fire Columbia	Network Charter School
TAKE III OUTREACH	Ride Connecton
Rolling Hills Community Church	Parenting Now!
Summa Institute	USO Northwest
Amani Center	Norkenzie Christian Church
Billy Webb Elks lodge #1050	Evergreen Wings and Waves
Sandy Seventh-day Adventist Church	Ascension Episcopal Parish
Muddy Creek Charter School	Center for Family Development
A FAMILY FOR EVERY CHILD	West Salem Foursquare Church
1000 FRIENDS OF OREGON	Mount Pisgah Arboretum
NONPROFIT ASSOCIATION OF OREGON	Lower Columbia Estuary Partnership
FAMILY CARE INC	Oasis Shelter Home
MEDICAL TEAMS INTL	Nehalem Bay House
Clean Slate Canine Rescue & Rehabilitation	p:ear
St. Martins Episcopal church	Health Share of Oregon

STATE NOTICE ADDENDUM

St. Peter Catholic Church
Mid Willamette Valley Community Action
A Hope For Autism Foundation
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community Foundation
Legal Aid Services of Oregon LITC
Willamette Valley Babe Ruth
Center For Continuous Improvement
SEIU Local 49
Emerald Media Group
Trillium Sprigs
Youth Dynamics
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Historical Outreach Foundation
Teras Interventions and Counseling Inc
Salem Area Chamber of Commerce
First Congregational Chrch
OREGON STATE FAIR
Ronald McDonald House Charities of Oregon &
Southwest Washington
Center for Human Development
Bridges to Change
DePaul Treatment Centers, Inc.
Mission Increase Foundation
Curry Public Transit Inc
THREE RIVERS CASINO
Brookings Harbor Christian School
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC CENTER
Portland Yacht Club
League of Women Voters
United Way of Lane County
Unithed Way

Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Calvary Assembly of God
Lake Grove Presbyterian Church
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Oregon Coast Aquarium, Inc.
Unitus Community Credit Union
St John the Baptist Greek Orthodox Church
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT
DISTRICT OF OREGON
Oregon Rural Electric Cooperative Association
THE MILL CASINO

Account Type: College and University (32 records)

Oregon State University
Treasure Valley Community College
Unviersity of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV

STATE NOTICE ADDENDUM

Marylhurst University
Corban College
UNIVERSITY OF PORTLAND
Portland Actors Conservatory
University Of Oregon Athletics Department
Ecola Bible School
Beta Omega Alumnae
Oregon Institute of Technology
EASTERN OREGON UNIVERSITY

Account Type: Other (51 records)

Clackamas River Water Providers
eickhoff dev co inc
The Klamath Tribe
Cannon Beach Fire
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF
COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
DOUGLAS ELECTRIC COOPERATIVE, INC.
ROGUE FEDERAL CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
LOCAL GOVERNMENT PERSONNEL INSTITUTE
GRANTS PASS MANAGEMENT SERVICES, DBA
SPIRIT WIRELESS
Kartini Clinic
OFFICE OF PUBLIC DEFENSE SERVICES
Clatskanie People's Utility District
MARION COUNTY HEALTH DEPT
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation
Cintas
CITY/COUNTY INSURANCE SERVICE
COMMUNITY CYCLING CENTER
Shangri La
Portland Impact
Eagle Fern Camp
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS

Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Sunrise Water
Burns Paiute Tribe
Oregon Public Broadcasting
La Grande Family Practice
SELCO Community Credit Union
Sphere MD
sunrise water authority
OREGON JUDICIAL DEPARTMENT
Confederated Tribes of Warm Springs
Halsey-Shedd Fire District
Nez Perce Tribe
Obsidian Urgent Care, P.C.
First Presbyterian Church of La Grande
CONFLUENCE ENVIRONMENTAL CENTE
A&I Benefit Plan Administrators, Inc.
crescent grove cemetery

Account Type: City Special District (19 records)

Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
MALIN COMMUNITY PARK AND RECREATION
DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
THE NEWPORT PARK AND RECREATION
CENTER
RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Netarts Water District
City of Nehalem
Boardman Rural Fire Protection District

Account Type: Independent Special District (47 records)

STATE NOTICE ADDENDUM

Silverton Fire District
Lewis and Clark Rural Fire Protection District
Rainbow Water District
Illinois Valley Fire District
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET
ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION
COMMISSION
REGIONAL AUTOMATED INFORMATION
NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION
DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION
DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION
DISTRICT
PORT OF SIUSLAW
CHEHALEM PARK AND RECREATION DISTRICT
PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
HOODLAND FIRE DISTRICT NO.74
MID COLUMBIA COUNCIL OF GOVERNMENTS
WEST MULTNOMAH SOIL AND WATER
CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT
CLACKAMAS RIVER WATER
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District
Port of Hood River

La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Fern Ridge Library District
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Account Type: City (146 records)

City of Monmouth / Public Works
McMinnville Police Department
City of Sublimity
City of Central Point Parks and Recreation
Gearhart Fire Department
Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
EUGENE WATER & ELECTRIC BOARD
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF CRESWELL
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS

STATE NOTICE ADDENDUM

CITY OF GRESHAM	CITY OF ST. PAUL
CITY OF HILLSBORO	CITY OF ADAIR VILLAGE
CITY OF HOOD RIVER	CITY OF WILSONVILLE
CITY OF JOHN DAY	CITY OF HAPPY VALLEY
CITY OF KLAMATH FALLS	CITY OF SHADY COVE
CITY OF LA GRANDE	CITY OF LAKESIDE
CITY OF MALIN	CITY OF MILLERSBURG
CITY OF MCMINNVILLE	CITY OF GATES
CITY OF HALSEY	KEIZER POLICE DEPARTMENT
CITY OF MEDFORD	CITY OF DUNDEE
CITY OF MILL CITY	CITY OF AURORA
CITY OF MILWAUKIE	THE CITY OF NEWPORT
CITY OF MORO	CITY OF ALBANY
CITY OF MOSIER	CITY OF ASHLAND
CITY OF NEWBERG	CITY OF LEBANON
CITY OF OREGON CITY	CITY OF PORTLAND
CITY OF PILOT ROCK	CITY OF SALEM
CITY OF POWERS	CITY OF SPRINGFIELD
RAINIER POLICE DEPARTMENT	CITY OF BURNS
CITY OF REEDSPORT	CITY OF COTTAGE GROVE
CITY OF RIDDLE	CITY OF DALLAS
CITY OF SCAPPOOSE	CITY OF FALLS CITY
CITY OF SEASIDE	CITY OF PHOENIX
CITY OF SILVERTON	CITY OF PRAIRIE CITY
CITY OF STAYTON	CITY OF REDMOND
City of Troutdale	CITY OF SHERWOOD
CITY OF TUALATIN, OREGON	City of junction city
CITY OF WARRENTON	City of Florence
CITY OF WEST LINN/PARKS	City of Dayton
CITY OF WOODBURN	City of Monmouth
CITY OF TIGARD, OREGON	City of Philomath
CITY OF AUMSVILLE	City of Sheridan
CITY OF PORT ORFORD	Seaside Public Library
CITY OF EAGLE POINT	City of Yoncalla
CITY OF WOOD VILLAGE	La Grande Police Department
St. Helens, City of	Cove City Hall
CITY OF WINSTON	NW PORTLAND INDIAN HEALTH BOARD
CITY OF COBURG	Portland Patrol Services
CITY OF NORTH PLAINS	City Of Bend
CITY OF GERVAIS	City Of Coquille
CITY OF YACHATS	City Of Molalla
FLORENCE AREA CHAMBER OF COMMERCE	ROCKWOOD WATER PEOPLE'S UTILITY
PORTLAND DEVELOPMENT COMMISSION	DISTRICT
CITY OF CANNON BEACH OR	City of St. Helens

STATE NOTICE ADDENDUM

City of North Powder
City of Cornelius, OR
Toledo Police Department
City of Independence
City of Baker City
McMinnville Water & Light
City of Pendleton Parks & Recreation
CITY OF SWEETHOME
CITY OF THE DALLES
CLACKAMAS FIRE DIST#1
DESCHUTES PUBLIC LIBRARY
City of Ontario
City of Corvallis Parks and Recreation
North Lincoln Fire & Rescue #1
City of Harrisburg
Gladstone Public Library
Seaside Fire & Rescue
City of Union
City of Richland
CITY OF LINCOLN CITY
City of Donald
City of Milton-Freewater
CITY OF SCIO
City of Forest Grove
City Govrnment
City of Mt. Angel
Albany Police Department
Account Type: County Special District (32 records)
Umatilla Electric Cooperative
WATER ENVIRONMENT SERVICES
Polk County Fire District No.1
Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Aurora Rural Fire District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1
PORT OF BANDON

OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESCHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
PACIFIC STATES MARINE FISHERIES COMMISSION
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT
PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESCHUTES PUBLIC LIBRARY SYSTEM
North Douglas County Fire & EMS
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

Account Type: Community College (13 records)

CENTRAL OREGON COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
Oregon Coast Community College
Clatsop Community College
North Portland Bible College

Account Type: State Agency (40 records)

Teacher Standards and Practices Commission
Oregon Forest Resources Institute

STATE NOTICE ADDENDUM

Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER
OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
OREGON DEPT. OF CORRECTIONS
DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Board of Massage Therapists
Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
OREGON DEPARTMENT OF HUMAN SERVICES
Oregon Air National Guard
Training & Employment
BIENESTAR, INC.

State of Oregon - Department of
Administrative Services
Aging and People with Disabilities
Procurement Services/DAS
STATE OF OREGON
City of Astoria Fire Department
Columbia Gorge ESD

Account Type: Consolidated City/County (4 records)

City of Carlton
City of Pendleton Convention Center
Nehalem Bay Wastewater
Association of Oregon Community Mental
Health Programs

Account Type: Federal (6 records)

US FISH AND WILDLIFE SERVICE
Bonneville Power Administration
Oregon Army National Guard
USDA Forest Service
Yellowhawk Tribal Health Center
ANGELL JOB CORPS

Account Type: Housing Authority (7 records)

Coquille Indian Housing Authority
HOUSING AUTHORITY OF PORTLAND
NORTH BEND CITY- COOS/URRY HOUSING
AUTHORITY
MARION COUNTY HOUSING AUTHORITY
HOUSING AUTHORITY OF THE CITY OF SALEM
Housing Authority of Yamhill County
The Housing Authority of the County of
Umatilla

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

SCENARIOS

Scenario #1

A metropolitan County has decided to procure and implement a Body Camera system in its County.

The County's police force consists of 250 officers with multiple stations throughout the County.

Your response should include the following:

- All Hardware necessary for this project (Assume that no current hardware exists that can support this addition to the infrastructure). Examples include but are not limited to: cameras, servers, computers, and peripherals associated with these items.
- All Services necessary for implementation, testing, training and support (Use labor categories proposed).
- Software – any and all software associated with the capture, interface, storage and redaction of data.
- If proposing a solution, be sure to include all of the items above.
- Interfaces to be considered but not limited to are: CAD, records management
- Security of all data
- Cloud solutions for storage if offered including the security of your cloud solution
- Redaction services
- Annual maintenance and support costs

Scenario #2

A metropolitan City has decided to procure and implement a human services case management system in their jurisdiction for the provision of intakes, assessments, determining eligibility, case notes, tracking client progress, measuring outcomes, providing referrals.

The City currently has 50 case workers and 7,500 consumers of services.

Your response should include the following:

- All Hardware necessary for this project (Assume that no current hardware exists that can support this addition to the infrastructure). Examples include but are not limited to: laptops for case workers, servers, and peripherals associated with these items.
- All Services necessary for implementation, testing, training and support (Use labor categories proposed).
- Software – any and all software associated with the capture, interface, storage and redaction of data.
- Include all interfaces to be considered, including but not limited to records management, court records, and health data.
- Security of all data
- Cloud solutions for storage if offered including the security of your cloud solution
- Redaction services
- Annual maintenance and support costs



County of Fairfax, Virginia

ADDENDUM

DATE: August 24, 2014

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000001701
TITLE: Technology Products, Services, Solutions and Related Products and Services
DUE DATE/TIME: September 24, 2015 @ 2:00 PM (**Revised**)

The referenced request for proposal is amended as follows:

1. The due date and time have been changed to September 24, 2015 @ 2:00 PM.
2. The last date we will receive questions regarding this RFP will be September 11, 2015 by 2:00 PM EST.
3. Other revisions to RFP paragraphs are listed as per attached.

All other terms and conditions remain unchanged.

Kristy D. Varda, CPPB
Contract Specialist II

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

A SIGNED COPY OF THIS ADDENDUM SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

RFP PARAGRAPH REVISIONS

1. Replace paragraph 16.6 of the Special Provisions with:

16.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

a.	Offeror's Products and Services Offerings	10%
b.	Offeror's PROPOSAL of work as outlined in Special Provisions, Paragraph 5 Program Requirements	20%
c.	Offeror's Qualifications as well as the financial stability of the firm and references of the firm	15%
d.	Offeror's understanding an acceptance of SUPPLIER COMMITMENTS and response to SUPPLIER WORKSHEET	10%
e.	Offeror's response to SUPPLIER INFORMATION	20%
f.	Reasonableness of cost proposal(s)	25%

2. Replace paragraph 11.1 of the Special Provisions with:

Lonnette Robinson, CPPB, Contract Supervisor
Department of Purchasing and Supply Management
Telephone: (703) 324-3281
Lonnette.Robinson@fairfaxcounty.gov

3. Add the following Paragraph 34 to the Special Provisions:

34.1 Offerors responding to this RFP are advised that Participating Public Agencies may participate in the Federal Universal Service Fund (E-Rate) program governed by the Federal Communications Act of 1996 (Snowe-Rockefeller-Exon-Karrey amendment). This program provides eligible members the opportunity to receive discounts for certain products and services provided by vendors.

34.2 E-Rate eligibility is not required to be considered for contract award, and will not be a part of the evaluation of proposals.

34.3 To be eligible to be utilized by -Participating Public Agencies seeking E-Rate reimbursement:

- a. Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries.
- b. Contractor shall be a service provider as defined by the E-rate Program.
- c. Contractor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with USC member's E-rate Program to ensure that USC members receive all of the E-rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.
- d. Contractor shall submit with its proposal a Service Provider Identification Number ("SPIN").

- e. Contractor shall provide to Participating Public Agency's staff and/or E-rate Consultant in a timely manner, within the posted E-Rate deadlines, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that Participating Public Agencies may need to prepare E-rate applications and/or to document transactions eligible for E-rate support (www.sl.universalservice.org).
- f. At Participating Public Agency's discretion and consistent with E-rate Program regulations, Contractor either shall (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to FCPS the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- g. Contractor shall list, price, and invoice separately any services that are ineligible for E-rate funding.
- h. Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify -County and U.S. Communities if placed on red light status.
- i. Contractor must not be currently debarred from E-rate participation by the Federal Trade Commission (FCC) and immediately notify County and U.S. Communities if debarred.



County of Fairfax, Virginia

ADDENDUM

DATE: September 4, 2015

ADDENDUM NO. 2

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000001701
TITLE: Technology Products, Services, Solutions and Related Products and Services
DUE DATE/TIME: September 24, 2015 @ 2:00 PM **(Revised)**

The referenced request for proposal is amended as follows:

1. In Paragraph 7.3 titled Cost Proposal Instructions, Tab 2, page 19, delete Item 2 in its entirety and replaced with "All prices offered in the cost proposal shall include labor, supervision, equipment and any other incidentals to complete the solution, application or service. Offeror shall provide travel services separately in its cost proposal."
2. Refer to Attachment 1, for responses to questions received up to August 26, 2015 are answered in the attachment.

All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB
Contract Specialist Supervisor

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

A SIGNED COPY OF THIS ADDENDUM SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Attachment 1

QUESTIONS:

- Q1. Pages 3 through 8 of the RFP provides a list of OEM's beginning at section 3.1.3 and ending at 3.1.17. Section 3.1.18 then states related products, services and solutions for any related companies products services and solutions available from offeror. Is it the intent of US Communities to award one contract for each OEM listed on pages 3 through 8 and then for all other OEM's one award to one vendor? Historically the IT contract has been awarded to one or two vendors that are able to sell all OEM IT products and why we need to understand how the OEM's/companies not individually listed should respond to this opportunity.
- A1. For any company not listed in Introduction and Background paragraphs 3.1.3 through 3.1.17, the intent is for Offerors to propose a complete range of products and services per paragraphs 3.1.1 and 3.1.2. If responding to products and services in paragraphs 3.1.1 and 3.1.2, Offeror may also include products and services from one or more companies listed in paragraphs 3.1.3 through 3.1.17. Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. Additionally, it is the intent of the solicitation to award the minimum number of contracts to effectively meet the requirements established in the RFP. Multiple awards are addressed in the Introduction and Background and paragraph 16 of the Special Provisions.**
- Q2. Would you consider relaxing the Program Requirements under "Section 5.2 Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services."?
- A2. No.**
- Q3. Will providers be able to submit responses for the Services portion only, EG-communications, security? Or must services be a part of a manufacturers bid?
- A3. See answer to question Q1. Offerors responding to Introduction and Background Paragraphs 3.1.3 through 3.1.17 must respond with both products and services of the manufacturer.**
- Q4. Is the current bid envisioned to also include traditional telecommunication services?
- A4. No**
- Q5. Or is the main intent to include vendors of equipment and other technology services?
- A5. Yes**
- Q6. Does the US Communities Government Purchasing Alliance also solicit telecommunication services as a separate procurement vehicle?
- A6. Yes**
- Q7. Can you give us information on the fee structure for vendors?
- A7. See Appendix F Paragraph 5.1.**
- Q8. Will you entertain possibly extending the due date?
- A8. Per Addendum No. 1, the due date has been extended to September 24, 2015 at 2:00 P.M. EST.**

Attachment 1

- Q9. Regarding the products and services defined in sections 3.1.3 through 3.1.17, are these products and services mandatory and must be included as a part of the proposal?
- A9. No, Offeror may respond to one or more of the company's products and services listed in Introduction and Background paragraphs 3.1.3 through 3.1.17.**
- Q10. Higher status partner certifications exist than those defined in section 5.2. Are certifications from these tiers (i.e. Cisco Platinum, Panasonic Gold, Solution Provider, Distributor) acceptable?
- A10. Yes, the certifications listed in the RFP are minimum requirements.**
- Q11. Regarding section 5.3, if the Offeror is a distributor representing the Products and Services listed, would the terms in section 5.3 apply? Specifically, may resellers, dealers, and similar participate as ordering points provided they agree to the terms and conditions of this RFP?
- A11. Yes.**
- Q12. Can you define "Public Body(ies)" and "Public Agency(ies)" as they are used in this solicitation?
- A12. "Public Body(ies)" and "Public Agenc(ies)" are defined as any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization.**
- Q13. Regarding the Supplier Qualifications and Supplier Information document paragraph (b)(iv), subparagraph (A) states that we may opt not to respond to a Third Party Solicitation and may instead offer them the Master Agreement. Subparagraph (B) states, "Supplier may respond with the pricing, terms and conditions of the Master Agreement." QUESTION: How are these two options different?
- A13. Supplier Qualifications, (b)(iv)(A) means that a Supplier may present the Master Agreement to a Public Agency as an option for comparison instead of submitting a bid response. Supplier Qualifications, (b)(iv)(B) means that a Supplier may respond to the bid with the terms and conditions of the Master Agreement.**
- Q14. May a vendor bid on a single products/service category such as cloud?
- A14. See answer to question Q1.**
- Q15. Based on the extended geographic coverage of this contract, would you consider opening up the contract to EMC Silver Value Added Resellers and lower level authorized resellers for the other Manufacturers who currently serve these Tier 2 or Tier 3 and rural communities?
- A15. No.**
- Q16. Would you consider allowing Authorized Distribution Partners to hold the contract and the Authorized Resellers sign up as Agents under the Distributor, much like we do now with GSA 70 such as Arrow ECS or Immix or Ingram Micro?
- A16. In this circumstance, any authorized resellers would need to be included as a part of Offeror's response and would be subject to approval. Additionally, any resellers must agree to the terms and conditions of the RFP.**

Attachment 1

Q17. Would it be possible to be listed on the contract as approved for some vendors but not others?
Is this an all or nothing proposal?

A17. Offeror may respond to one or more of the companies' products and services listed in Introduction and Background Paragraphs 3.1.3 through 3.1.17.

Q18. As a manufacturer, working 100% through channel partners, does this contract allow for a structure in which a manufacturer is holding the contract yet allowing partners we deem qualified based on similar partner levels as outlined in section 5.2? Sophos is not one of the listed manufacturers but as outlined section 1 and 2, Fairfax County seeks to assemble a "complete line of technology products" limiting it the 15 manufacturers listed in the RFP does not seem complete so I am also assuming this is open to all manufacturers.

A18. See answer to question Q1.

Q19. We're requesting clarification on the list of manufacturers required to provide proof of certification. AWS is not listed among the OEMs - will the County require AWS certified resellers for delivery of AWS services on the contract.

A19. Any additional certifications available by Offeror should be included in Offeror's proposal response along with proof of certification.

Q20. Section 5.2 PROGRAM REQUIREMENTS: If the offeror does not meet or exceed the certification requirements listed in Section 5.2, but does have a partner qualifications, would the Government like to see the applicable partner certifications?

A20. Yes, Offeror would be responsible for providing partner qualifications and certifications.

Q21. Section 7.3 COST PROPOSAL INSTRUCTIONS/Tab 1 – PROPOSED PRODUCT PRICING: Can the offeror provide multiple discounts within specific Manufacturer Price Lists? This would more accurately represent differences in product levels or class of product within the specific Manufacturer. (example – product versus warranty, software license tiers, etc.)

A21. Yes.

Q22. Special Provisions, Paragraph 5.9.1, Page 15: Resellers have the ability to sell hundreds of different manufacturers and hundreds of thousands of different part numbers. Additionally, resellers do not receive information from all manufacturers regarding new product information, discontinued products, or products still to be manufactured on a regular basis, if at all. And finally, the proposed pricing structure does not call for a fixed price list, but rather allows for fluctuations as list prices change, so long as percentages remain the same. Would the County please consider removing the requirements of Section 5.9.1 altogether?

A22. Offeror should respond with its most robust reporting options that it would like to offer.

Attachment 1

Q23. Special Provisions, Paragraph 5.10, Page 15: Could the County please elaborate on what is meant by “routine maintenance”? Is this related to the purchase of Products, Services, or both?

A23. Both.

Q24. Special Provisions, Paragraph 6.1, Page 17: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide a profile of all companies who may be providing products or services through a subcontracting arrangement in Tab 3?

A24. No.

Q25. Special Provisions, Paragraph 6.1, Page 17: Under the requirements for Tab 4, the word “Proposal” is capitalized but there is no definition found in the RFP. Please describe the specific Project for which we are to provide a transition plan, project plan, a description of the communications scheme, and a description of the associated risks. It is our understanding that this RFP is for a Master Agreement, and not for a specific project.

A25. The Proposal should include Offeror’s general approach to offering the programs and services it proposes and should describe its process, transition plan, project plan, client relationship management, risk management and any other key information on how it would approach a Participating Public Agency for a project.

Q26. Special Provisions, Paragraph 6.1, Page 18: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide the qualifications and experience for all subcontractors in Tab 5?

A26. No.

Q27. Special Provisions, Paragraph 6.1, Page 18: Resellers have the ability to sell hundreds of different manufacturers, and each manufacturer could have several different End User License Agreements and Service Level Agreements. Would the County please waive the requirement to provide copies of all applicable EULAs and SLAs in Tab 5? Would the County consider the following proposed alternative language: “Offeror shall describe their requirements for the execution of any applicable End User License Agreement (EULA) and/or Service Level Agreement (SLA)”?

A27. Offeror shall provide all applicable EULA’s and SLA’s related to companies listed in Introduction and Background Paragraphs 3.1.3 through 3.1.17 that it offers. Offeror should also provide any applicable EULA’s and SLA’s for any other major manufacturers it may represent.

Q28. Special Provisions, Paragraph 6.1, Page 18: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to complete the Subcontractor(s) Notification Form in Tab 8?

A28. No.

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Q29. Special Provisions, Paragraph 7.3, Page 19: Under the requirements for Tab 2, would the County please remove the requirement that travel be included in the pricing for services and solutions? Since any resulting contract would be available nationally, it would be difficult for an Offeror to estimate and account for travel costs to all states in U.S.

A29. See 1st page of this Addendum.

Q30. Special Provisions, Paragraph 19.2, Page 25: Are the reporting requirements in this section only required for Fairfax County purchases, or will the awarded Offeror be required to submit this report for every agency who chooses to purchase under the Master Agreement? This requirement could become unduly burdensome if it must be done for all agencies who purchase under the Master Agreement.

A30. Paragraph 19.2 speaks to invoice requirements, and applies.

Q31. Special Provisions, Paragraph 19.2, Page 25: Our standard practice for the purchase of products is to issue an invoice upon delivery. Invoices for services are issued pursuant to the schedule that's outlined in a Statement of Work. Would the County please remove the requirement to send itemized monthly invoices?

A31. Paragraph 19.2 indicates "(or as agreed to between the parties)" to offer flexibility.

Q32. Special Provisions, Paragraph 28.2, Page 27: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide the names and addresses of each subcontractor that may be used?

A32. No.

Q33. Supplier Qualifications and Supplier Information, Quality, Paragraph 4, Page 60: Resellers have the ability to sell hundreds of different manufacturers and hundreds of thousands of different part numbers. The number of warranties offered by each manufacturer is fairly substantial. Will the County remove the requirement to "provide all product or service warranties" and instead permit the Offeror to "describe all product or service warranties"?

A33. Offeror may describe all product or service warranties.

Q34. Is the Offeror permitted to take any exceptions to the terms and conditions in the RFP?

A34. Please clearly identify each exception to the provisions in the RFP. We will consider all items for negotiations except those mandated by law. The Administration Agreement is required to be signed unaltered.

Q35. Will Offerors be able to submit additional questions after the County responds to the first round of questions?

A35. Per Addendum No. 1, the last date to receive questions regarding this RFP is September 11, 2015 by 2:00 pm EST.

Q36. If awarded, will it become mandatory for County of Fairfax entities to purchase the services scoped under this RFP through this US Communities contract?

A36. No.

Q37. Is Appendix E on page 61 of the RFP the document to be signed by the awarded offeror(s)? And in the event that there is already a signed contract with Fairfax County VA, can we refer to that agreement on our response to this RFP?

A37. Appendix E is not a document to be signed by Offerors.

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- Q38. Do we have to have ground support in every city for all schools and organizations listed or can we function from our strongest/ most appropriate states with coverage?
- A38. Offeror is responsible for proactively selling the Master Agreement to all Public Agencies and should propose a strategy for best serving all entities. Offeror will be evaluated based on its ability to service Public Agencies nationwide.**
- Q39. Will US Communities accept different pricing discounts per brand and/or per product category?
- A39. Yes.**
- Q40. If a vendor does not meet every single manufacturer certification level listed on section 5.2 will this disqualify the vendor from consideration for the entire RFP?
- Will this disqualify the vendor for submitting a price offer on the manufacturer listed on section 5.2 if the vendor does not meet the listed certification?
- A40. If Offeror does not meet every single manufacturer certification level listed in Special Provisions Paragraph 5.2, it will not be disqualified from consideration for the entire RFP. It will, however, disqualify the Offeror from submitting a proposal/pricing for any specific manufacturer where Offeror does not meet the required certification.**
- Q41. In section 5.12, does “results” mean pass/fail results, not the full details of the screening?
- A41. County requires the full details (proof and results) of the background checks.**
- Q42. For Tab 2 (PROPOSED SERVICES AND SOLUTIONS), is it acceptable to provide rate cards, since individual solutions will vary greatly based on project needs?
- A42. Offeror should provide the requested information in the most effective way it can.**
- Q43. In light of the broad range of products and services in this RFP, can you assist us by sharing how much you spent in each product category in 2014 and how much you expect to spend in 2015?
- A43. This information is not available.**
- Q44. After award allocation, would we have the ability to re-visit the billing parameters, specifically the customized reporting and invoicing requirements laid out in the RFP?
- A44. Special Provisions Paragraph 19.2 addresses invoicing as agreed to between the parties. Reporting required in Appendix F, Article V is required and will not be changed.**
- Q45. Do you have a pricing template that we can use in our response?
- A45. No.**
- Q46. The terms and conditions that would be flowed down to Bidder from Fairfax County include warranting the products, including warranting them against non-infringement (see Section 5.11 of the Special Provisions). Bidder is a reseller of products, not the OEM. How can any reseller be expected to provide a standard warranty on all OEM products that we may resell to the agencies?
- A46. It is a business decision on the part of the Offeror to decide if it will offer the OEM warranties or provide their own for the offerings under this contract.**

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Q47. Could you please expand on below regarding supplier Commitment?, many agencies who use the current US Communities contract and are also on your advisory committee choose to use others cooperative purchasing contracts such was WSCA for SW, and HW. And in California CMAS and SLP, are resellers expected not to participate in those contracts in the future?

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

A47. Offeror must comply with Appendix D, Supplier Qualifications and Supplier Information, Commitments.

Q48. Reference, 5 Program Requirements (5.1 and 5.1.1): Is the reseller required to actually perform, with its own organization, service on all the Products and Services proposed? Or is the requirement to be able to provide service, i.e. such as reselling the manufacturer's performed warranty and maintenance?

A48. The requirement speaks to the capacity to be responsible for and ensure the Participating Public Agency receives the service.

Q49. Reference 5.2: If the Offeror is a reseller, then is the Offeror required to be an Authorized Service Provider for all the products offered and is the Offeror required to provide proof of certification for all the products offered?

A49. Yes.

Q50. If the Offer is a reseller and provides products other than those listed in sections 5.2, then is the Offeror required to be an Authorized Service Provider for the products offered? (e.g. Does the Offeror need to be an Authorized Service Provider for the Body Worn Cameras?)

A50. Yes.

Q51. Reference 5.7, Customer Service "Accessible service means that citizens have easy access to the organization": Does this mean that individual citizens will be making purchases through this contract?

A51. No.

Q52. Reference 5.9.2 Reporting Requirements: The description of summary reports seems to be contradictory to the detail of the requested information. If the requirement is such that it requires all of this detail, including part number and serial number, then the report could easily be hundreds lines of detail for each customer order placed. Can the requirements be reduced to a reasonably manageable amount of information, since this could be up to \$500 million of sales?

A52. Offeror should propose its best solution.

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Q53. Reference 5.9.2 Reporting Requirements: Since the Lead Public Agency is requesting to be supplied with what amounts to detailed configuration information of any customers purchases, has the Lead Public Agency obtained the agreement of Participating Public Agencies to hold this confidential information? In today's world of cyber security threats, many end user entities consider this confidential information and may be concerned about its distribution.

A53. The information requested in 5.9.2 is information that would be made publicly available through any Freedom of Information Act request.

Q54. Reference 5.11.5 and 5.11.6 Representations and Warranties: Given that some technical information would be proprietary, how does the Lead Public Agency plan to handle data, provided by the Supplier or the Manufacturer, that is confidential information and not available to the general public?

A54. Please see Special Provisions Paragraph 10.

Q55. Reference 7 Cost Proposal Instructions, Tab 1 Proposed Product Pricing: If the Offeror is a reseller, then does the Offeror need to supply a complete manufacturer's price list or will the summary of the discounts percentages be acceptable?

A55. All Offerors are required to provide the manufacturer's price list as well as the discount percentages.

Q56. Please provide a copy of the Fairfax County Master Purchase Agreement for review?

A56. Any resulting contract will be comprised of the Request for Proposal and all Addenda, Contractor's Technical and Cost Proposals, and any negotiated items thereafter.

Q57. Will vendors be able to legally review the Administrative Agreement and suggest reasonable edits to the agreement?

A57. The Administration Agreement must be signed, unaltered.

Q58. Will a Vendor be eliminated for not submitting Financial Records considering private companies are not bound to making financial records public?

A58. A private company may mark its financial records as proprietary if it has concerns about the release of private information.

Q59. Will Fairfax County or US Communities be willing to sign a Non-Disclosure Agreement prior to the submission of Financials?

A59. Reference Special Provisions Paragraph 10.

Q60. Of the 168 Million in purchases from 2014, please provide a breakdown of the percentage of sales in the following categories:

- Communications / Unified Communications and Collaboration / Mobility / VoIP
- Core and Edge Data Network Switching
- Wireless Data Technology

A60. The \$168 million in purchases for 2014 is Advisory Board usage across all U.S. Communities contracts. Participating Public Agency spend for the Technology contract in 2014 was approximately \$130 Million. The contract is estimated to reach \$200 Million in 2015. The requested breakdown is not available.

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- Q61. Two pricing scenarios are presented, which don't fit our industry (Communications / Unified Communications and Collaboration / Mobility / VoIP). How should we present our pricing examples or can we submit a complete list of our Product Portfolio with List Pricing and Discounts included?
- A61. Offeror should note in its Cost Proposal that Tab 4 is not applicable.**
- Q62. As new technologies, applications and 3rd party products are introduced by our company, is there a process in place to add these offerings to our approved portfolio / pricing lists? If so, what is that process and how often can this be reviewed?
- A62. New products may be added if they are within the scope of the solicitation via a negotiated amendment to the contract.**
- Q63. Is there any type of fee structure that includes additional fees that vendors will incur, i.e. management fees to the Purchasing Alliance?
- A63. See Appendix F Paragraph 5.1.**
- Q64. Please describe the process and how often a Manufacturer can add Partners or Resellers of our Solution to the Contract?
- A64. Any added Partners or Resellers must agree to the Terms and Conditions of the RFP and awarded Contractor must submit requested additions for approval to County in writing.**
- Q65. Since Maintenance, Managed Services, and Support are priced based on a specific solution configuration and deployment and can vary tremendously based on the Customer requirements, how do you suggest we propose Maintenance, Managed Services, and Support pricing?
- A65. Offeror should provide the requested pricing in the most cost effective way it can.**
- Q66. When can vendor expect an addendum with all Questions submitted along with Answers?
- A66. The County will attempt to have all questions submitted prior to pre-proposal conference answered within one week after the pre-proposal conference.**
- Q67. When can vendors expect to be notified that we have received an award to be on this Contract?
- A67. Per Special Provisions Paragraph 15, County requests that proposals remain valid for 180 days.**
- Q68. Products and Services Pages 1-8 and Certifications Page 12: *Must we have all the certs on page 12 no matter what we offer? If we offer equivalent do we need to show equivalent certs?*
- A68. For any manufacturer listed in Special Provisions Paragraph 5.2 that Offeror is proposing, the respective certification(s) is required. Additionally, see answer to question Q19.**
- Q69. Estimated Volume Page 9: *What is the estimated volume by state and agency type e.g. County Agencies, City Agencies, Higher Education, and K12?*
- A69. Approximate volume in 2014 is as follows: Counties \$58 Million, Cities \$30 Million, K-12 \$21 Million, Higher Education \$7 Million, State Agencies \$5 Million, Non-profits \$2 Million and Other \$7 Million.**

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Q70. Estimated Volume Page 9: *Noted that the estimated board utilization is \$168 mil. What portion of that estimate is Fairfax County?*

A70. The County's estimated spend through the U.S. Communities program in 2014 was \$28 million.

Q71. Marketing Support Page 9: *Would you share specific examples of marketing activity done on behalf of the 2 current contract holders?*

A71. U.S. Communities' role is to:

- a. Educate Participating Public Agencies about the program;**
- b. Remove barriers for Participating Public Agencies to use the program;**
- c. Open doors for the Supplier; and**
- d. Train and educate Supplier**

This is accomplished in a variety of formats using print collateral, emails to the 55,000 plus registered Participating Public Agencies, webinars, trade shows, etc. There are eleven (11) Program Managers whose job function is to promote the program on a daily basis as well as marketing and administrative staff to support the program. There are four (4) National founding Co-Sponsors and approximately ninety (90) State Sponsors who also market the program nationally and regionally. The National Governors Association (NGA) has also recently joined as a sponsor of the program. A few specific examples of marketing for the Technology contract include webinars, speaking engagements, participation in sourcing summits, article support, and solutions email campaigns.

Q72. Reporting Requirements Page 14: *Is monthly reporting only submitted to Fairfax County?*

A72. Per Special Provisions Paragraphs 5.9 and 5.9.1 the referenced reports are due to Fairfax County and the Participating Public Agency.

Q73. Cost Proposal Instructions Pages 17-18: *Does proposing a fixed discount off list meet the requirements of 7.1?*

A73. See Special Provisions Paragraph 7.3 Tab 1.

Q74. Pricing commitment Page 49: *Will US Communities – Fairfax County consider fair and reasonable pricing vs. most favored contract?*

A74. Offeror must agree to the Supplier Commitments outlined in Appendix D.

Q75. Pricing commitment Page 49: *Will US Communities provide the historical spend by school/agency and by products so we can review the historical information to negotiate with the manufacturers*

- a. Can this be broken down by type of contract?**
- b. We'd like to understand the out of the 500 M was awarded to Insight and Unicom.gov?**

A75. See answer to question Q69. \$500 Million is the estimated anticipated volume of the contract.

Q76. Pricing commitment Page 49: *Will we be able to get a list of pre-proposal conference attendees*

A76. Yes.

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Q77. Pricing commitment Page 49: Will the questions addressed during the pre-proposal conference be captured and sent out to all bidders?

A77. Questions addressed at the Pre-Proposal Conference will be memorialized in an Addendum.

Q78. Does USC have a pricing template that we must use for our submission?

A78. No.

Q79. RFP page 14, paragraph 5.9.1, bullet 2, why would the County/PPA need to have a monthly report on "*Price sheets showing price decreases on discontinued Products*"? What is the intent of this requirement? As products are discontinued, there are no further price changes.

A79. County desires price sheets showing price decreases on discontinued products to be able to take advantage of any potential discounted pricing for any product still available which is in discontinued status.

Q80. RFP page 14, paragraph 5.9.1, bullet 3, please clarify the requirement for "*Decreases on manufacturer's prices on Products still to be manufactured.*"

A80. For products that have been ordered but have yet to be manufactured, County wants to know when a manufacturer has had a price decrease on those products to be able to take advantage of the lower available pricing.

Q81. RFP page 23, paragraph 17.3: Since standard insurance policies may be modified or terminated at less than 45 days, will the County consider revising the policy to "Contractor will use commercially reasonable measures to ensure that no change shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager"?

A81. See answer to question Q36. Offerors can offer exceptions to this language as part of their offer, however all exceptions must be clearly identified to be reviewed by the County's risk management department should the Offeror be selected for award.

Q82. Please confirm that the evaluation of the responses to Scenarios 1 & 2 are included in the scoring under:

d. Reasonableness of cost proposal(s) – 25 points

A82. Confirmed.

Q83. Will you consider revising the language in the first sentence in Scenario 1 to:

Scenario #1

A metropolitan County has decided to procure and implement a Body Camera system (Wireless/Collaboration (voice)) in its County.

A83. No.

Q84. Are bidders required to provide a Technical Solution to both Scenarios?

A84. If a Scenario is not applicable, Offeror should note this in its Cost Proposal Tab 4.

Q85. Will there be any set-aside awards made under various socio-economic business classifications?

A85. No.

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Q86. The RFP references two proposal validity periods. Please clarify if proposals are to be valid for 90 or 180 days.

Page 22; Section 15: **Period that Proposals Remain Valid:** Proposals will valid for a period of one-hundred and eighty (180) calendar days after the date specified for receipt of proposals.

Page 31, Item Number 9: **Acceptance of Bids/Binding 90 Days:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

A86. Please see Special Provisions Paragraph 27.

Q87. Reference page 18, Tab 5 OFFEROR QUALIFICATIONS AND EXPERIENCE, ITEM #3: Please clarify what is meant by "any applicable End User License Agreements (EULA) and Service Level Agreements (SLA)" as there is a long list of certifications and products requested in the solicitation and it is not clear which items will be required.

A87. See answer to question Q29. The intent is to include related EULA's and SLA's as a part of the contract to facilitate purchasing of products and services without having to negotiate these terms and conditions each time.

Q88. Will suppliers that are selected for award on this contract be required to present their offered goods/services via this marketplace or can they also supply quotes/pricing directly to contacts that may work with on projects, RFP's, etc.? In other words, do ALL transactions have to go through the marketplace for this contract vehicle or is that simply another option for buyers to view a consistent catalog? We ask because in cases where a very specific bill of materials must be built, is the expectation that such BOM's be uploaded into the marketplace for all to view or can they be provided directly to the participating public agency?

A88. The Marketplace is an option for Participating Public Agencies to access standard Products available from Suppliers. Offeror may choose to sell through its normal methods to Public Agencies such as quoting/pricing directly, etc.

Q89. Reference page 15, Section 5.8 FINANCING OPTIONS: Can you please be more specific in terms of what you're looking for respondents to supply here? As an example, would be hard to provide financial rates given markets fluctuate. Are you looking more for examples of the types of financial creativity and structures we can provide?

A89. Yes, please provide any types of cost effective financial structures you offer.

Q90. Can additional subcontractors be added to this contract post award?

A90. Yes, Contractor must submit request to add subcontractors for approval to County in writing. Additionally, see answer to question Q81.

Q91. Although we are able to fulfill requests at competitive pricing nationally, our organization is a top tier reseller in the Western United States and primarily the Pacific Northwest, with a strong engineering influence. It appears this solicitation is geared toward companies with a national/fulfillment presence only; is U.S. Communities open to choosing a regional supplier that can service end users at a high level, or are they limiting their interest to national suppliers?

A91. Offeror will be evaluated based on its ability to service Public Agencies nationwide.

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- Q92. In 6.1, Tab 10, we are instructed to submit a “signed unaltered” copy of Appendix F; there are multiple sections in the body of Appendix F which require information to be filled in (“supplier” name on page 63, date of the start of the agreement term on page 64, supplier’s address information on page 71, etc.). Are bidders required to fill in all of those sections OR are we just instructed to fill in and sign the final page on the Appendix F (page 73)?
- A92. Completing the final page of Appendix F is acceptable.**
- Q93. Please list the government entities that utilize this U.S. Communities Contract as their PRIMARY contract.
- A93. There are thousands of Public Agencies that utilize the contract and unfortunately, we have no way of knowing who uses the contract as a primary vehicle.**
- Q94. Page 1, Section 2.2: There are many public entities that DO NOT utilize this U.S. Communities contract as their primary procurement vehicle. Clauses like 2.2 are not the industry standard in Public Sector IT procurement. Unless this clause is removed, this manufacturer would be unable to respond to the RFP. Would U.S. Communities and Fairfax County consider eliminating clause 2.2?
- A94. No.**
- Q95. Page 8, Section 3.1.18 and page 32, Section 17: Sec. 3.1.18 invites OEMs to propose products and services from related companies but Section 17 prohibits a bidder from submitting more than one bid directly or indirectly, can an OEM submit a bid when its partners or related companies are submitting bids too?
- A95. To clarify, Introduction and Background Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. An OEM may submit a bid when its partners or resellers are submitting bids too.**
- Q96. Page 17, Section 6.1, Tab 3-Offeree Profile: Please provide a definition of Subcontractor. Are Resellers considered subcontractors?
- A96. If the Offeror presenting a proposal to the County is a reseller then, no, Offeror is not a subcontractor. Any vendors working underneath that Offeror are considered subcontractors.**
- Q97. Page 49, (a) Corporate Commitment: Terms (i), (ii), (iii), (iv), and (viii) are onerous terms and could preclude this manufacturer from bidding on this contract. Many state agencies will not use the U.S. Communities contracts for their purchasing, therefore it is impossible for this large manufacturer to make these types of commitments across its entire product line. Will U.S. Communities remove the paragraphs listed above to encourage manufacturers to bid? If U.S. Communities will not remove the terms mentioned above, will they limit these terms to the products or services the manufacturer proposes through this contract vehicle?
- A97. No. Any Offeror responding to this RFP, whether a manufacturer or a reseller must agree to Appendix D, Supplier Qualifications and Supplier Information, Commitments. The terms and conditions of Appendix D apply to those products and services in Offeror’s proposal.**

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Q98. Page 50, (b) Pricing Commitment, Part (i): Manufacturers that have their products and services on GSA schedules and other established Public Sector/Federal contracts cannot offer U.S. Communities lower pricing. These terms are onerous and could preclude this Manufacturer from bidding on this contract. Would U.S. Communities agree to remove paragraph (i) and allow price competition at the order level to drive additional discounts/savings?

A98. No.

Q99. 2.4 Objectives (page 1) – Section 2.4 provides that one of the objectives is to “combine the volumes of Participating Public Agencies to achieve cost effective pricing.” Standard industry practice in this vendor’s industry to provide best pricing for those customers that: (1) provide guaranteed sales; (2) large volume of sales; and/or (3) multi-year contracts. It appears from this RFP that neither Fairfax County nor U.S. Communities can guarantee any volume of sales. As such, what incentive do vendors have to provide their best possible pricing?

A99. See Introduction and Background, Estimated Volume.

Q100. 3.1 General Definition of Products and/or Services (page 1) – Section 3.1 provides the statement that Offerors are to propose the broadest selection of TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED PRODUCTS AND SERVICES THEY OFFER. Sections 3.1.1 and 3.1.2 then provide a list of such products and services.

- a) Are Sections 3.1.1 and 3.1.2 intended to be a partial list of products and services that vendors may offer?
- b) If a vendor’s products and services do not fall within those specified under 3.1.1 and 3.1.2, would it be acceptable for such a vendor to offer their products and services under the catch-all of “Other Services and Solutions” listed on the bottom of page 2?
- c) If a vendor develops other products and services after contract award, what is the process for amending the master contract to include additional products and services? Please clarify

A100. a) Introduction and Background Paragraphs 3.1.1 and 3.1.2 are intended for Offeror to provide a broad spectrum of Technology products and services to County and Participating Public Agencies.

b) No. See answer to question Q1.

c) Any awarded Contractor must submit a request to add new products and services for approval to County in writing.

Q101. 4. Participating Public Agencies/Contracting Agent/MICPA (page 9) – The RFP provides that Fairfax County serves as the Lead Public Agency/Contracting Agent. Also, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). Further, it provides that, under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed

- a) Can you please clarify the Master Agreement as a contracting vehicle? Is it a correct understanding that the vendor negotiates the Master Agreement with the Lead Public Agency (Fairfax County), and in the event that a Participating Public Agency wishes to ride the Master Agreement, in order to purchase products and services from the vendor, then they must enter into a MICPA? Please confirm.
- b) If this is a correct understanding, can you please clarify why a Participating Public Agency would be issuing a separate procurement? It seems that if the Master Agreement is negotiated as a procurement vehicle, then no separate procurement would be necessary? What is the value to the vendor of negotiating a Master Agreement, if the vendor then has

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to then enter into separate procurements with Participating Public Agencies? Please clarify.

- c) Are all state, counties, local government entities and/or public agencies permitted to ride the Master Agreement through the MICPA? Please clarify.

A101. a) Participating Public Agencies consent to MICPA when registering with U.S. Communities on its website and only need to register once to utilize all U.S. Communities contracts. Currently over 55,000 Public Agencies are able to purchase off of the Technology contract.

b) State statutes allow Participating Public Agencies to utilize the competitively solicited Master Agreement held by the Lead Public Agency (Fairfax County) without having to individually go through the full competitive bid process. Each Participating Public Agency makes its own purchases with the awarded Supplier under the same terms and conditions as awarded by the Lead Public Agency.

c) Yes, with few exceptions.

Q102. 4. Availability of Master Agreement (page 10) – The RFP provides that “U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.”

a) If a vendor enters into a Master Agreement with the Lead Public Agency, it is unclear why U.S. Communities would have the right to not make the Agreement available to Participating Public Agencies? Can you please clarify the intent of this provision?

b) Under what circumstances would U.S. Communities not make the Master Agreement available to Participating Public Agencies?

A102. a) U.S. Communities manages and administers the U.S. Communities Program nationwide.

b) An example of a circumstance where U.S. Communities would not make the Master Agreement available to Participating Public Agencies is if an Offeror failed to comply with the terms and conditions of Appendix F.

Q103. 3.1 Special Provisions, Contract Period and Renewal (page 11) – The RFP provides that the contract will be begin on date of award and terminate on the 3rd anniversary of the award.

a) Is it a correct understanding that the contract is for a base period of 3 years, with four one-year options to extend?

b) What is the process for the exercise of the option years?

A103. a) Yes

b) Options are exercised through an Amendment to the Master Agreement.

Q104. 3.1 Special Provisions, Contract Period and Renewal (page 11) – Regarding contract terms of individual contracts with purchasing entities:

a) Will all Participating Agencies continue to operate/procure according to their unique fiscal years or the Contract “fiscal year”? Please clarify?

b) Will price increases take effect on the anniversary of the Master Agreement, or on the anniversary date of that individual Purchasing Agencies submit an order?

A104. a) Participating Public Agencies will operate on their “fiscal years”.

b) Price adjustments must be submitted and approved by County for the Master Agreement per Special Provisions Paragraph 9.

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Q105. 5.1.2 Program Requirements (page 12) – The RFP states in Section 5.1 that a Qualified Offeror be an authorized reseller or direct manufacturer of the Products and Services. Does this definition preclude from consideration vendors who are not authorized resellers or direct vendors of the specific Products and Services listed under the Introduction and Background, starting on page 3?

A105. Yes.

Q106. **5.5 Offeror Capabilities (page 13)** – Section 5.5 provides a list of several capabilities that the Offeror will perform (see sections 5.5.1-5.5.7). If one or more of these provisions simply do not apply to the products and services that a vendor is offering, is it a correct understanding that these provisions simply are “not applicable”? Please clarify.

A106. Offeror must note any requirements that are not applicable in its response.

Q107. 5.9.3 Environmental Reporting (page 14) – The RFP indicates that vendors may, upon request, be required to provide periodic environmental impact reports.

a) Can you please provide a sample report?

b) In the event that the products offered are electronic in nature, such that there is no environmental impact, can the requirement for Environmental Reporting be waived?

A107. a) This information is not available.

b) No.

Q108. 5.11.6 Index (page 15) – Section 5.11.6 provides for the creation of an index of information. Can you please provide clarification as to the intent of this requirement, and to what product(s) and/or service(s) that this may apply to?

A108. This is to ensure compatibility of data across platforms so there is homogeneity of data.

Q109. 5.12 Background Checks (page 15) – Section 5.12 provides for background checks for personnel “who work in a County owned/leased/rented facility.” Is it a correct understanding that this only applies to personnel that would maintain an office in a County facility, but not to an employee that may be just visiting (e.g., for training or customer support)? Please clarify.

A109. If a staff member is onsite, they must have successfully completed a background check.

Q110. 7. Cost Proposal Instructions (page 17) – Section 7.1 provides that the Offeror’s cost proposal must include “cost and pricing data.” If an Offeror is offering a commercial item product for which “cost and pricing data” is simply not applicable, may this requirement be omitted or waived? Please clarify.

A110. Offeror must provide adequate information to establish the reasonableness of the proposed fees.

Q111. 7.3 Tab 1 Proposed Product Offering (page 18) – Section 7.3 requires offerors to provide a detailed cost breakdown of their proposed pricing structure to include direct, indirect, general & administrative, overhead and profit cost details. If an Offeror is offering a commercial item product for which this information is simply not applicable and/or available, may this requirement be omitted or waived? Please clarify.

A111. If offering a product, see Special Provisions, Paragraph 7.3 Tab 1.

Attachment 1

- Q112. 7.3 Tab 1 Proposed Product Offering (page 18) – Section 7.3 provides that price reductions, special offerings, sales or promotions shall be passed on to the County and Participating Agencies as soon as they are announced. Is it a correct understanding that the price reductions, special offerings, sales or promotions are limited to those offered as part of the Master Agreement? What about price reductions, special offerings, sales or promotions that may be offered to the vendor's customers outside of the Master Agreement? Please clarify the intent of this paragraph.
- A112. See Appendix D, Supplier Qualifications and Supplier Information, Commitments. If Offeror is offering price reductions, special offerings, sales or promotions to Public Agencies outside of the Master Agreement, it must also offer those price reductions, special offerings, sales or promotions through the Master Agreement. See answer to question Q12 for a definition of Public Agencies. Price reductions, special offerings, sales or promotions to the federal government or the private sector would not apply.**
- Q113. 9.1 Pricing (page 19) – Section 9.1 provides that the pricing structure, discounts and fees will remain firm in the first 365 days, and that any changes “may be based on CPI”. If a vendor's products are not a commodity to which CPI would apply, may a vendor propose price increases based on standard industry practice? Please clarify.
- A113. Special Provisions Paragraph 9.1 indicates “or other relevant indices” to offer flexibility.**
- Q114. **9.2 Pricing (page 19)** – Section 9.2 provides that the request for a price change must be documented with multiple factors. If a vendor's products are not a commodity to which CPI would apply, may a vendor simply provide pricing for all years of the proposed contract term (base 3 years plus four one-year option years), as this is our standard industry practice, and leads to procurement efficiency as it alleviates the contract administration need of engaging in negotiations on an annual basis.
- A114. Yes.**
- Q115. 19.1 Statistical Reports (page 24) - Under section 19.1, what data is to be provided in these statistical monthly and annual tabulated reports? Is this requirement duplicative of any of the reports under 5.9.1, 5.9.2, 5.9.3, or the management reports identified in the Supplier Qualifications and Supplier Information section of (7) Administration?
- A115. Special Provisions Paragraph 19.1 relates to federal and state mandated reporting requirements. Paragraph 5.9 relates to specific requirements for the County and Participating Public Agencies for this RFP. Supplier Qualifications and Supplier Information, Administration, Item 7, is for any additional reporting your company can offer.**
- Q116. **19.3 Invoices (page 24)** - Under section 19.3, since our invoices are systematically generated and mailed by the 8th of each month, would it be acceptable to add additional mail time of 7 days, for a received date of the 15th of each month?
- A116. Offeror should propose the most effective way it can meet the requirements of the RFP.**

Attachment 1

Q117. 24 Project Audits (page 25) - Under section 24.1, can you provide additional detail on the types of costs and data that would be required for a successful audit?

A117. Audits can vary greatly depending on the type of audit so this information is not available.

Q118. 29 Use of Contract by Other Public Bodies (page 26) – Section 29.4 indicates that each public body has the option of executing a separate contract with the Contractor. It appears to defeat the purpose of negotiating a Master Agreement with the Lead Public Agency if the vendor then has to turn around and negotiate a separate agreement with the Participating Public Agency. Isn't that the purpose of the MICPA? Please clarify how this results in procurement efficiency.

A118. This paragraph is for the benefit of local DC metro area jurisdictions. Just as language in the Master Intergovernmental Cooperative Purchasing Agreement states that the "Master Agreements" are "subject to any applicable local purchasing ordinances and the laws of the State of purchase".

Q119. 32. HIPAA Compliance (page 27) – If a vendor is not offering a product or service that impacts HIPAA, does this provision get struck as simply not applicable? Please clarify.

A119. If Offeror is not offering a product or service that impacts HIPAA, Offeror should note as not applicable.

Q120. General Terms and Conditions, 32 – Termination for Convenience (page 32) – In the General Conditions and Instructions to Bidders, page 32, Paragraph 32, there is a Termination for Convenience. The RFP states that the "Contract may be terminated in whole or in part by the County whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County.

a) If the Contract is terminated for convenience by the Lead Agency, what is the effect of the cancellation on the Participating Agencies? Does cancellation by the Lead make the contract null and void for all Participating Agencies?

b) Given the potential size of this solicitation and the potentially large number of Participating Agencies, termination for convenience would seem to not be in the best interests of all Participating Agencies. As such, we would request that this provision be removed or modified to allow existing agreements to survive until their specific term is completed.

A120. a) Yes.

b) We will not be removing this paragraph.

Q121. General Terms and Conditions, Section 78 Venue (page 39) - On page 39, Venue is in accordance with the laws of Virginia but under the Administration Agreement, on page 72 of Appendix F, the agreement is governed and interpreted in accordance with the laws of the State of California. Please clarify.

A121. General Terms and Conditions, Section 78 Venue applies to the Master Agreement. Appendix F applies to the Administration Agreement.

Q122. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(i) states that the pricing will be the Supplier's primary contractual offering of Products and Services to Public Agencies. Vendors may have other contracts and other master agreements with other entities. Is it the intent of this provision that this is the primary price offerings for any Public Agencies that wish to purchase under this Master Agreement (e.g., through a MICPA)? Or is it the expectation that the vendor will offer this same pricing to any customers, whether they purchase under the Master Agreement or outside of the Master Agreement? Please clarify.

Attachment 1

A122. The pricing under the Master Agreement must be the lowest overall pricing (net to purchaser) by Supplier for Public Agencies over any other available pricing. See Supplier Qualifications and Supplier Information, Pricing Commitment.

Q123. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(ii) states that the Supplier's sales force shall always present the Master Agreement when marketing Products or Services to Public Agencies. Vendors may have other contracts and other master agreements with other entities. Is it the intent of this provision that the sales force offer the Master Agreement pricing only to those Public Agencies that wish to purchase under the Master Agreement? Or is it the intent of this provision that the sales force quote this pricing to all of their Public Agency customer, regardless of whether they are purchasing off the Master Agreement, or outside the Master Agreement (e.g., another contract vehicle and/or a separate procurement). Please clarify.

A123. Supplier must present the Master Agreement as its primary offering to all Public Agencies. It is the Public Agency's decision to determine if it wants to utilize the Master Agreement.

Q124. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(iii) and (a)(viii) states that Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing offered through the Master Agreement. Vendors may have multiple other contracts and other master agreements with other entities. Is it the intent of this provision that the Supplier transition all other customers to the pricing on this Master Agreement?

A124. No, the intent is to advise all Public Agencies that are existing customers of the Master Agreement. It is the Public Agency's decision to determine if it wants to utilize the Master Agreement.

Q125. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors including the number of users, content offering, usage history, etc., these pricing commitments are difficult, if not impossible, for non-commodity vendors to meet. As such, would the Lead Public Agency consider deleting or modifying these provisions under such circumstances? If not, how does a vendor of a non-commodity product price their product, taking into account their standard pricing factors, and still adhere to these pricing commitments?

A125. It is up to the Offeror to propose tiered fees, rebate structures or other pricing based on size, volume or other measure.

Q126. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors, how is the vendor of a non-commodity product expected to adhere to these pricing commitments. We provide a unique product that is customized to the needs of our government customers. It is our experience that each customer has unique needs, so we customize our offering to each customer's needs (we do not offer a "one size fits all" product). Under these circumstances, what is the expectation with respect to the pricing commitment? Is it sufficient that the vendor provide equivalent pricing for similarly situated customers, based on content, users, usage history, etc.? Please clarify.

A126. Yes.

Attachment 1

Q127. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Section (b)(i) provides that Supplier represents that the pricing offered under the Master Agreement is the lowest overall pricing on Products and Services it offers to Public Agencies. Is it the intent of this provision that the Supplier guarantee that it is offering its best Master Agreement pricing to those Public Agencies that want to purchase under the Master Agreement? Or is the intent of this provision that the supplier represents that this is the lowest pricing to any Public Agency, whether they are purchasing under the Master Agreement, or outside of the Master Agreement? Please clarify.

A127. Pricing must be the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies.

Q128. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Under Pricing Commitment (b)(i), the RFP asks the Supplier to represent that the pricing offered is the lowest overall pricing (net to purchaser) on Products and Services that is offers to “Public Agencies”. Please provide comprehensive definition of Public Agencies to accurately assess the scope and application of this provision throughout subsection (b) Pricing Commitment, specifically with regards to (b) (i), (ii), and (iv). In addition, please confirm if “Public Agencies” is meant to reflect the defined term “Participating Public Agencies”?

A128. See answer to question Q12. Additionally, see Appendix F Recitals, second paragraph.

Q129. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) –Under Pricing Commitment (b)(i), the RFP states that the pricing will be evaluated on either an overall project basis or the PA’s actual usage. When referring to evaluated, is this meant to describe the evaluation of the Supplier’s overall proposal or of their pricing offered during the course of the contract after an award? Could you please expound upon the intent behind “overall project basis” and “actual usage” as factors used to evaluate pricing?

A129. Supplier must demonstrate on an ongoing basis to Public Agencies that its pricing is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier can demonstrate this on an overall project basis or by utilizing Public Agency’s actual usage.

Q130. **Supplier Qualifications and Supplier Information, Pricing Commitment (page 49)** –Under (b)(ii)(A), if the state contract is available only to a certain group of state agencies, would pricing under the Master Agreement only need to be made available to the matching subgroup of state agencies?

A130. Yes.

Q131. Supplier Qualifications and Supplier Information, Contracts Offering Lower Prices (page 49) – Vendors may have multiple other contracts and other master agreements with other entities (whether statewide agreements, regional cooperative agreements, or individual contracts). If any of these contracts have lower pricing than the Master Agreement, is it the intent of this provision that the vendor than provide the same lower pricing under the Master Agreement? Please clarify.

A131. Yes, See Supplier Qualifications and Supplier Information (b)(ii)(A)(B) and (C).

Q132. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) – Can you please define what you would consider a “Deviating Buying Pattern” and under what circumstances this exception to the Pricing Commitment would apply?

A132. This language is more appropriate for product based contracts. An example would be 100 truck-loads of copy paper compared to the purchase of 10 cases for office supplies.

Attachment 1

- Q133. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) –
- a) Can (b)(iii) on page 49, be interpreted to apply to GSA and FEDLINK federal supply schedule agreements, and thereby exclude them from the pricing commitment?
 - b) Can (b)(iii) be interpreted to apply to other state master agreements or regional cooperative agreements, and thereby exclude them from the pricing commitment? Please clarify.

**A133. a) If a Public Agency, as defined in the RFP, can access the GSA and FEDLINK federal supply schedule agreements, then the Supplier Qualifications and Supplier Information, Commitments apply.
b) No.**

- Q134. Supplier Qualifications and Supplier Information, Section (d) (v) Sales Commitment (page 51) - Under this provision, how is the Supplier to perform this registration confirmation task? Does the County have a registration tool that can be accessed to identify if the Agency has registered? Can the County provide a registration document to the Supplier as each Public Agency registers? Will the Agencies supply this information on their PO's?

A134. Supplier will have access to this information through the U.S. Communities intranet website.

- Q135. U.S. Communities Administration Agreement Instructions (page 52) – The RFP provides that the executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. It is this vendor's standard industry practice that such agreements are negotiated mutually by both parties. Will U.S. Communities be willing to negotiate the terms of the Administration Agreement? Please clarify.

A135. No.

- Q136. Supplier Qualifications and Supplier Information, Section 7 (page 60) – Please clarify what is meant by commodity histories, procurement card histories, and green spend. Is there a sample report or template that you can provide?

A136. Supplier Qualifications and Supplier Information, Administration, Question 7, please describe any abilities your company has in providing historical spend of products and services, any historical spend through a procurement card, any spend considered to be environmental/sustainable, and any other reports you can offer to a Participating Public Agency.

- Q137. Administration Agreement, Section 5.1 Fees and Reporting (page 69) - Is Supplier authorized to include the 2% administrative fee in the proposed pricing to the County and Participating Agencies?

A137. Yes, pricing is net to purchaser.

- Q138. Administration Agreement, Section 5.4 Online Reporting (page 70) – What is the purpose of this reporting if the Supplier has already provided quarterly sales reports under Fees and Reporting section 5.2? On its face, it appears to be duplication of effort and resources.

A138. These are additional reports and not a duplication of reports.

Attachment 1

Q139. Administration Agreement, Section 6.4 Notices (page 71) - is it acceptable to submit reports electronically, to support our green initiatives? Reporting requirements under sections 5.9, 19, and (7) Administration of Supplier Qualifications could potentially result in hundreds of reports monthly.

A139. How a report is delivered will be determined by the County or Participating Public Agency, depending on the type of report and needs of the particular entity.

Q140. Appendix F - Sales Report Format (page 75) - The Supplier ID is a required field in the Sales Report and a Supplier ID Table is supposed to be included in the Sample Sales Report Format document. This Table is missing from the document. Can you provide this Supplier ID Table?

A140. This information will be provided upon award.



County of Fairfax, Virginia

ADDENDUM

DATE: September 15, 2015

ADDENDUM NO. 3

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000001701
TITLE: Technology Products, Services, Solutions and Related Products and Services
DUE DATE/TIME: October 8, 2015 / 2:00 PM (**Revised**)

The referenced request for proposal is amended as follows:

1. The date and time have been changed to October 8, 2015 at 2:00 P.M.
2. In Paragraph 7.3 titled Cost Proposal Instructions, Tab 1, page 19, add item 3: "Manufacturer price lists may be submitted solely electronically (CD or USB), and are not required in hard copy."
3. In Paragraph 6.1 titled Technical Proposal Instructions, Tab 5, delete Item 3 in its entirety and replace with: "Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA). EULAs and SLAs may be submitted solely electronically (CD or USB), and are not required in hard copy."

All other terms and conditions remain the same.

Lonnelle Robinson, CPPB
Contract Specialist Supervisor

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

A SIGNED COPY OF THIS ADDENDUM SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: August 12, 2015	REQUEST FOR PROPOSAL NUMBER: RFP2000001701	TITLE: Technology Products Services Solutions
DEPARTMENT: Purchasing & Supply Management	DUE DATE/TIME: September 17, 2015 / 2:00 P.M.	CONTRACT SPECIALIST: Kristy Varda at 703-324-3217; kristy.varda@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Insight Public Sector, Inc.	Telephone/Fax No.:	800-467-4448 x 3071
6820 South Harl Avenue	E-Mail Address:	Erica Falchetti
Tempe, Arizona 85283	Federal Employer Identification No or	36-3949000
	Federal Social Security No.(Sole Proprietor)	
	Prompt Payment Discount:	0 % for payment within 30 days/net 30 days
	State Corporation Commission (SCC) Identification No.	F1305996

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: ☒ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION

State in which Incorporated: Ilinios

September 21, 2015

Date

Vendor Legally Authorized Signature

Kenneth Lamneck, Chief Executive Officer

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



Thumb Drive Certification – Technical Proposal

NOTARIZED STATEMENT OF THUMB DRIVE AUTHENTICITY

This statement, as notarized below, verifies that each thumb drive provided with Insight's Technical Proposal for RFP # 2000001701 – Technology Products, Services, Solutions and Related Products and Services is a true copy of the printed version.

Notary Susan Isaac

Notary Public in and for Illinois

My Commission Expires: April 6, 2016

Print Name of Notary Susan Isaac



Required Signatures

Addendum 1



County of Fairfax, Virginia

ADDENDUM

DATE: August 24, 2014

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000001701
TITLE: Technology Products, Services, Solutions and Related Products and Services
DUE DATE/TIME: September 24, 2015 @ 2:00 PM (Revised)

The referenced request for proposal is amended as follows:

1. The due date and time have been changed to September 24, 2015 @ 2:00 PM.
2. The last date we will receive questions regarding this RFP will be September 11, 2015 by 2:00 PM EST.
3. Other revisions to RFP paragraphs are listed as per attached.

All other terms and conditions remain unchanged.

Kristy D. Varda, CPPB
Contract Specialist II

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Insight Public Sector, Inc.

Name of Firm

(Signature)

September 21, 2015

(Date)

A SIGNED COPY OF THIS ADDENDUM SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1800- 828-1140, Fax: (703) 324-3681

Rev 1/08

Addendum 2



County of Fairfax, Virginia

ADDENDUM

DATE: September 4, 2015

ADDENDUM NO. 2

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000001701
TITLE: Technology Products, Services, Solutions and Related Products and Services
DUE DATE/TIME: September 24, 2015 @ 2:00 PM (Revised)

The referenced request for proposal is amended as follows:

1. In Paragraph 7.3 titled Cost Proposal Instructions, Tab 2, page 19, delete Item 2 in its entirety and replaced with "All prices offered in the cost proposal shall include labor, supervision, equipment and any other incidentals to complete the solution, application or service. Offeror shall provide travel services separately in its cost proposal."
2. Refer to Attachment 1, for responses to questions received up to August 26, 2015 are answered in the attachment.

All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB
Contract Specialist Supervisor

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Insight Public Sector, Inc.

Name of Firm


(Signature)

September 21, 2015
(Date)

A SIGNED COPY OF THIS ADDENDUM SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

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Required Signatures

Addendum 3



County of Fairfax, Virginia

ADDENDUM

DATE: September 15, 2015

ADDENDUM NO. 3

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000001701
TITLE: Technology Products, Services, Solutions and Related Products and Services
DUE DATE/TIME: October 8, 2015 / 2:00 PM (Revised)

The referenced request for proposal is amended as follows:

1. The date and time have been changed to October 8, 2015 at 2:00 P.M.
2. In Paragraph 7.3 titled Cost Proposal Instructions, Tab 1, page 19, add item 3: "Manufacturer price lists may be submitted solely electronically (CD or USB), and are not required in hard copy."
3. In Paragraph 6.1 titled Technical Proposal Instructions, Tab 5, delete Item 3 in its entirety and replace with: "Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA). EULAs and SLAs may be submitted solely electronically (CD or USB), and are not required in hard copy."

All other terms and conditions remain the same.

Lonnelle Robinson, CPPB
Contract Specialist Supervisor

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Insight Public Sector, Inc.

Name of Firm

(Signature)

September 21, 2015

(Date)

A SIGNED COPY OF THIS ADDENDUM SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

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Rev 1/08

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September 21, 2015

Lonnette Robinson, CPPB
Contract Specialist Supervisor
Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

RE: RFP No. 2000001701 – Technology Products, Services, Solutions and Related Products and Services

On behalf of Insight Public Sector, Inc. (Insight or IPS), I am excited to present our company's response to the County of Fairfax and U.S. Communities Government Purchasing Alliance's Request for Proposal for Technology Products, Services, Solutions and Related Products and Services.

Insight has been fortunate to work successfully with U.S. Communities as a supplier on the current Technology contract for the past six years. I speak for our entire company when I say that we have enjoyed our current working relationship and the harmony that has existed between Insight, the County, and U.S. Communities during this contract period.

I believe that, with our enclosed response, we have presented a comprehensive go-to-market national sales and support plan which allows us to aggressively leverage our past experience with U.S. Communities in conjunction with our extensive product and solutions portfolio and strong manufacturer partnerships, to provide the County and U.S. Communities with the proactive and professional technology provider you seek. We are fully committed to our strategic relationship with U.S. Communities which we want to continue to develop and deepen – a relationship that will allow both parties to identify and capitalize on emerging technology trends.

Insight Public Sector, Inc., which began in 1994, has grown into one of the largest technology providers to public sector entities in the United States, selling \$1.1 billion in products, services and solutions to federal, state, local and educational clients in the past twelve months. IPS is a subsidiary company of Insight Enterprises, Inc. (NSIT), a Fortune 500 company founded in 1988, which reported sales of \$5.3 billion for fiscal year 2014.

Specific to our State, Local, and Education (SLED) business, during the last 12 months, Insight has:

- Worked with over five thousand different SLED public entities in the United States.
- Serviced 47 out of the 50 state governments.
- Successfully managed over 160 public sector contracts across 32 different states.

In partnering with Insight, U.S. Communities Participating Public Agencies will enjoy the best of both worlds; dedicated local sales and support teams who are experts in their fields and understand your unique challenges, backed by the supply chain management capabilities and technical resources of a Fortune 500 company.

I would also like to emphasize the commitment of Insight's Senior Management to this alliance. To demonstrate the corporate commitment to U.S. Communities, we have provided letters of support from our executive management directly following this letter.

We trust that our enthusiasm about this partnership will come through in our proposal and subsequent discussions. We strongly believe that our sole-source business model, with its unique breadth of products and services, along with our strong technical expertise, our sizable nationwide presence, and, most importantly, our singular focus and commitment to the effective execution and growth of this partnership, makes us a perfect partner for U.S. Communities and all Participating Public Agencies.

Should you have any questions or concerns regarding this proposal, or require any further information, please do not hesitate to contact Erica Falchetti, Capture Manager 480-333-3071, erica.falchetti@insight.com or Susan Isaac, Proposal Specialist, at 800-321-2437 x6814, susan.isaac@insight.com.

In closing, please note that I will be the officer who will be the County's primary point of contact during negotiations and have the authority to negotiate all aspects of the scope of services and provisions on behalf of Insight Public Sector. I have provided my contact information below. I look forward to our future conversations.

Thank you for the opportunity to win your business!

Sincerely,



David Cristal
Vice President – General Manager
Insight Public Sector, Inc.
P: 800-467-4448 x 5096
E: david.cristal@insight.com



September 21, 2015

Reference: RFP 2000001701

U.S. Communities Team:

I am pleased to write in support of Insight Public Sector's response to the RFP for Technology Products, Services, Solutions, and Related Products and Services put forth by Fairfax County, VA. Insight Public Sector has extensive expertise in meeting the needs of government and education clients across the country.

As a national provider of hardware, software, cloud and service solutions, Insight Public Sector empowers clients with intelligent technology solutions to help them realize their goals. Globally, Insight companies comprise a \$5.3 billion enterprise, and are a Fortune 500-ranked global IT provider.

The U.S. Communities Government Purchasing Alliance would retain a valuable strategic partner in Insight Public Sector, and I ask that you give serious consideration to our proposal.

On behalf of the Insight Public Sector team, thank you for this opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Lamneck".

Kenneth Lamneck
Chief Executive Officer
P: 800-467-4448 x3223
E: ken.lamneck@insight.com



September 21, 2015

Reference: RFP 2000001701

U.S. Communities Team:

In support of the response of Insight Public Sector to the U.S. Communities RFP, I wanted to take this opportunity to assure the County of Fairfax, VA, the evaluation team involved in this RFP, and the U.S. Communities team that Insight Public Sector is completely committed to growing our partnership. We are excited to offer our extensive portfolio of products and services to one of the largest and most established cooperatives in the United States. The full power and focus of the Insight Public Sector organization is, and will be, there to support U.S. Communities.

In choosing Insight Public Sector, you will enjoy the infrastructure, supply chain, manufacturer relationships and capabilities that have been developed and refined in service to major corporate and public sector clients over many years.

I have spent more than 25 years in the technology industry and have a very good understanding of the major players in the U.S. marketplace. While I admit to being biased, I can honestly say that in choosing Insight Public Sector, you can be assured of an extremely qualified and capable partner – one you can count on to provide each participating agency with a superior combination of pricing, client service and support.

Thank you for allowing Insight Public Sector the opportunity to continue its partnership with U.S. Communities in providing outstanding expanded support to public sector agencies nationwide. I have provided my direct extension and email if I can ever be of service to U.S. Communities. We look forward to working closely with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve D. Dodenhoff", with a large, stylized flourish at the end.

Steve Dodenhoff
President, Insight North America
P: 800-467-4448 x 3020
E: steve.dodenhoff@insight.com

Tab 2 – EXECUTIVE SUMMARY

The U.S. Communities Government Purchasing Alliance assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide and is, in participation with the County of Fairfax, Virginia, soliciting proposals for a comprehensive Master Agreement for Technology Products, Services and Solutions and Related Products and Services to offer Participating Public Agencies.

IPS understands you are looking for a Supplier fully committed to marketing and offering the Master Agreement as its primary contract vehicle to Participating Public Agencies (PPAs) as well as expanding the contract to other agencies eligible to enter into a Master Intergovernmental Cooperative Purchasing Agreement. We also know you want a Vendor who is fully committed to offering the best possible pricing to members under this contract.

U.S. Communities is looking for a dedicated partner who understands public sector, has strong existing client and vendor relationships and has the capability and capacity to service this contract to the 90,000+ eligible agencies nationwide. You are seeking a partner with local sales and services resources and the infrastructure to provide product fulfillment, services and solutions to clients nationally. You're looking for Insight!

Insight Public Sector is responding to all areas of Technology Products and Technology Services and Solutions and looks forward to your favorable consideration in awarding Insight Public Sector a national contract in all areas.

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

Insight is offering the County, U.S. Communities and all Participating Public Agencies every product and service available through Insight, including more than 1,250,000 product SKUs from over 10,000 brand-name manufacturers and publishers. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments if so desired; services that allow us to manage a client's technology assets from inception to retirement. We will work with U.S. Communities prior to contract award to limit any products and/or services available through this contract, should this be required, but we believe that a complete offering allows us to provide the best service to each individual PPA. We can easily control product selection for an individual PPA should they request it via our website. We are offering every product and service we have available to us – not only via our own capabilities, but also through those of our vendor partners. Insight has decades of experience providing customized solutions nationally for our clients. Please allow us to offer our experience, expertise and comprehensive resources to your members.

Perhaps this different view of our offerings would be useful (communicating the sheer breadth and depth of Insight's offerings can at times be difficult for us to convey to others. It's a great problem to have, but please bear with us if we repeat ourselves).

Insight is offering U.S. Communities the following:

1. All Hardware and Software Products offered through Insight:
 - More than 1,250,000 SKUs from more than 10,000 manufacturers

Executive Summary

2. All Lifecycle Service Offers offered through Insight:

- Offerings related to the management, from inception to retirement, of clients' IT investments, including consultation, acquisition, implementation, integration, break/fix, help desk, asset management, disposal and asset recovery, etc.

3. All Strategic Solution Areas:

These are the specific solution offerings that involve specialized technical expertise in specific technologies and include:

- **Consulting Services**
 - Office Productivity
 - Unified Communications and Collaboration
 - Mobility, Network & Security
 - Data Center & Virtualization
 - Software Asset Management
 - Cloud Consulting
- **Technical Services**
 - Multi-Site Deployment
 - Onsite Programs
- **Managed Services**
 - Integration Labs
 - Remote Network Operations
 - Mobility Lifecycle Management
 - National Repair Center
 - Asset Disposal
 - Service Desk

4. Expanded Offerings via Vendor Partners:

- We will work with our partners to develop and/or pass through expanded offerings as needed to solve members' needs.

Our sales teams will leverage Insight's state-of-the-art e-procurement enabled supply chain, our ISO 9001:2008 certified configuration and integration center and our aggressive manufacturer direct pricing to meet the product needs of Participating Public Agencies efficiently and competitively. Our value proposition, however, goes well beyond product fulfillment.

IPS sales representatives are trained to build meaningful connections to help organizations run smarter. Our meaningful connections include connections between our clients to solutions; connections between our partners to our clients; and connections between our teammates to opportunities.

Our goal is to help all Participating Public Agencies run smarter in the following ways:

- Understanding and solving the Agency's real business problems through technology;
- Providing expertise that enhances business performance; and
- Optimizing technology investments to deliver value over time.

Executive Summary

IPS sales representatives build strong client relationships and invest in learning about our clients' environment and challenges. They engage our pre-sales technical teams and our technology partners to deliver cost savings and efficiency gains for each client's entire operation.

Insight Public Sector will also bring our manufacturer partners to the table at every possible opportunity to work collaboratively on activities such as contract marketing, participation in technology conferences, webinars and more. Combining U.S. Communities' resources, IPS resources and the resources of our manufacturer partners, we will reach more Participating Public Agencies with our powerful value proposition.

Insight Enterprises, Inc. includes numerous subsidiary companies within its corporate structure. In an effort to reduce confusion regarding our corporate legal structure, for the purpose of this proposal we've elected to include all appropriate public sector-focused sales resources regardless of which legal subsidiary technically employs them. The sales resources listed are included only if they would be eligible to sell from this contract vehicle. All technical resources listed, unless otherwise designated, are not specifically public sector resources but common company technical resources, since the solutions we provide normally have applications across multiple industries.

Insight absolutely believes in this contract and is completely committed to maximizing its scope and effectiveness. We are 100% dedicated to U.S. Communities members' continued growth and success and we believe this resonates throughout our proposal response.

Tab 3 – OFFEROR PROFILE

The Offeror must provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

Insight Public Sector – Below is the requested information for Insight.

- Name of firm submitting proposal
Response: Insight Public Sector, Inc.
- Main office address, telephone number, fax number
Response: 6820 South Harl Avenue
Tempe, Arizona 85283
P: 800-467-4448 x 3071
F: 480-760-9488
- Primary contact email address and website address
Response: Erica Falchetti
E: erica.falchetti@insight.com
Web: www.ips.insight.com
- If a corporation, when and where incorporated
Response: April 19, 1994 - State of Illinois
- List any dba's
Response: Not Applicable
- List any appropriate Federal, State and Organization registration numbers
Response:
Federal Employer Identification Number (FEIN) – 36-3949000
Virginia State Corporation Commission (SCC) Identification No. – F1305996
E-Rate Service Provider Identification Number - 143030052
- Number of years in business
Response: 21 years
- Total number of employees
Response: 5,400 world-wide (all Insight Companies)

Subcontractors – Information for Insight's proposed subcontractors can be found in a table at the end of this tabbed section.

A New Brand

Insight recently underwent a complete rebranding initiative. We not only modernized our look; we changed the way we do business. The Insight brand is much more than a new logo or color palette. Our brand is our teammates and our clients. It informs the way our teammates conduct business and how they interact with clients, partners, and fellow teammates every single day.

Offeror Profile

As a part of our rebranding, we introduced a new company mission statement and core values which sets us apart as a unique business partner for U.S. Communities and Participating Public Agencies.

Our purpose: Insight's mission is to build meaningful connections to help organizations run smarter. Our meaningful connections include connections between our clients to solutions; our partners to our clients; and our teammates to opportunities.

Our goal is to help organizations run smarter in the following ways:

- 1 Understanding and solving clients' real business problems through technology;
- 2 Providing expertise that enhances business performance; and
- 3 Optimizing technology investments to deliver value over time.

The most crucial and unique element of our rebranding is the introduction of the following core Insight values: Hunger, Heart, and Harmony.

Hunger: The status quo is not acceptable at Insight. Our insatiable desire to create new opportunities for our clients and our business is apparent in everything we do. We are currently investing time, resources, and an increased focus into our public sector business segment. Our focus on this important vertical is led by our CEO as well as our board members. Insight's average management tenure in the public sector space is 25 years, and everyone at Insight recognizes that our ability to assist those who help others is crucial to position our company at the zenith of this important space. Insight's support of the public sector has been excellent in the past; with our company's new investments, it will truly be the guiding model other resellers aspire to follow.

Heart: Insight seeks to have a positive impact on the lives of the people we serve by always putting our clients, our partners, and our teammates first. As part of our commitment to give back to the local communities in which we work and live, Insight is proud to support a number of community and charitable organizations, including the United Way and the Ronald McDonald House. From corporate donations to hands-on participation, Insight works diligently to identify and answer unmet needs and make a positive impact in the communities where we operate. To support and recognize these efforts, Insight extends a volunteering benefit to all teammates. With this program, employees can receive paid time-off to volunteer at the charitable organization of their choice.

In addition to our corporate donations and paid time-off, Insight truly takes care of our own through Insight's "In It Together" foundation. Through this foundation, Insight teammates may apply for financial assistance due to medical illness / bills; unexpected funeral expenses; disability assistance; and numerous other hardships. Funds are donated by Insight as well as from individual teammates. At Insight, giving back is more than an afterthought. It represents the core values on which we built our business. As we continue to devote time and resources to these worthy causes, we look forward to the future and finding new and unique ways to reach out to the communities around us.

Harmony: Insight recognizes we are many teammates on one global team. We invite perspective, and we consistently celebrate each other's unique contributions as we work together to bring the best solutions to our clients.

Insight has more than 10,000 partnerships with manufacturers and publishers. Because of our multi-vendor capabilities, we can provide unbiased product recommendations that reflect the manufacturer choice that is truly best for the PPAs. Ultimately, it is all about

relationships; bringing together our clients with the right manufacturers to provide a complete solution.

At Insight, everyone either adds value for a client or adds value for someone who is.

Insight Key Facts and Figures:

- World-wide Statistics:
 - \$5.3 billion in revenue in 2014
 - Fortune 500 company founded in 1988
 - Approximately 5,400 teammates worldwide
 - Operations in 22 countries
 - Clients in more than 200 countries and territories
 - Serve 80% of the Global Fortune 500
 - Partnered with the world's technology leaders
 - 2,300+ product and industry certifications
- Key United States Industry Designations:
 - HP Platinum and Direct Partner
 - Cisco Gold Certified Partner
 - Lenovo Premier Business Partner
 - IBM Premier Business Partner
 - Leading Microsoft Global Licensing Reseller
 - Symantec Platinum Partner
- Insight's U.S. Public Sector Business:
 - More than 20 years company experience and focus
 - Public sector sales exceeding \$800 million (2014)
 - Existing public sector sales activity in all 50 states
 - 200+ dedicated SLED-focused public sector sales and support staff
 - Average territory account manager experience is greater than 15 years in marketplace
 - Extensive major contract management experience
 - GSA, and state-level contracts in over 25 states
 - More than 1,250,000 product SKUs available through web site
 - \$65 million to \$80 million on-hand inventory, \$3 billion virtual inventory (including \$1B within three miles of our warehouse facilities)

Tab 4 PROPOSAL:

The Offeror shall provide a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Offeror's best offer. Following is a framework and questions to guide your organizations suggested solution. Please address the following as completely as possible for each component of the Project in Introduction and Background, Paragraph 3, General Definition of Products and Services and Special Provisions, Paragraph 5, Program Requirements.

- Include a complete listing of programs and services proposed in the same order as Introduction and Background, Paragraph 3, General Definition of Products and Services.

INTRODUCTION AND BACKGROUND –

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

- 3.1. Offerors are to propose the broadest possible selection of TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

- 3.1.1. **Technology Products:** A complete portfolio of technology products such as desktops, laptops, tablets, PDA's, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalars, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.

Response: Insight is offering U.S. Communities our full catalog of over 1,250,000 name-brand technology products from over 10,000 manufacturers and publishers. This includes all products in the categories listed below as well as new and replacement products announced and offered during the term of the contract.

Insight is pleased to offer the County and U.S. Communities the complete list of technology products/equipment referenced in the RFP, including but not limited to:

• Personal Computers (desktop, laptop, tablet)	• Memory
• Monitors	• Projectors
• Servers	• Cabling
• Video, Teleconferencing	• Computer Accessories
• Printers, Scanners, Plotters	• Computer Components
• Software	• Power Protection
• Networking	• Storage
• PDAs	• Virtualization Products
• And the rest of our Catalog with more than 1,250,000 product SKUs	

We have provided a current list of the manufacturers, publishers and suppliers, along with all product categories available from Insight that we are offering to U.S. Communities and Participating Public Agencies at the end of this tabbed section.

We help businesses run smarter.

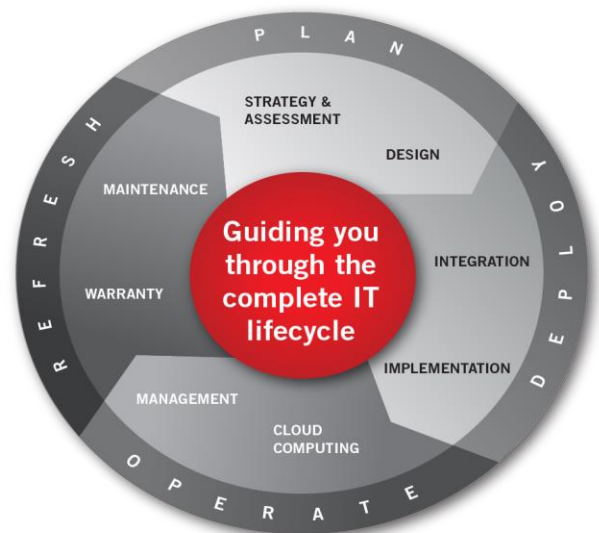


3.1.2. Technology Services and Solutions: A complete portfolio of technology services and solutions such as systems configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:

Response: Insight's plan is to remain a trusted advisor to the County, U.S. Communities and all Participating Public Agencies. Insight offers one of the most comprehensive menus of service offerings in the IT industry. We bring the knowledge and resources to address U.S. Communities members' changing needs – at every stage of the technology lifecycle.

To assist in this endeavor, we have developed a broad set of *Consulting Services* focused on strategy, assessment, planning, design and implementation. Our Consulting Services are organized around six technology practice groups:

- Office Productivity



- Unified Communications & Collaboration
- Mobility, Network & Security
- Data Center & Virtualization
- Software Asset Management
- Cloud Consulting

Insight's *Technical Services* capabilities are designed to assist our clients with deploying and maintaining their IT environment. Our service delivery team is composed of over 1,000 professionals who deliver services using time-tested methodologies and a dedicated project management office. Our Technical Services include Multi-Site Deployment and Onsite Programs, discussed in more detail under Other Services and Solutions.

Insight also provides complete *Managed Services* solutions that will enable U.S. Communities participants to cost effectively and quickly address evolving business priorities, whether at the inception stage, or as part of their long-term management. Insight's philosophy is to employ the best people, technology and processes to provide our clients with the services they need to enhance their ability to focus on what really matters: efficient operations and customer service.

As listed in the RFP, our responses to the individual services and solutions are as follows:

- **Virtualization:** Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.

Response: Insight's Virtualized Infrastructure Services can help PPAs:

- Obtain a clear understanding of the gaps in their environment by providing virtualization assessments
- Manage risk by working closely with subject matter experts
- Maintain application uptime and performance by developing an end-to-end virtualization architecture
- Utilize automation tools for faster resource provisioning to unleash the potential of a virtualized data center
- Enhance application availability, scalability, and manageability using any-to-any connectivity
- Develop a vision to adopt advanced functionality to take advantage of better cost models

Insight can build the right solution by combining best-in-class hardware, software, and services to assess, design, deploy, and migrate to the latest Data Center Solutions. Our solutions include:

- Converged Data Center Ethernet and Unified Fabric
- Server Virtualization
- Desktop Virtualization
- Network Virtualization
- Fabric Computing

- **Physical Security:** Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

Response: Insight's Infrastructure and Security solutions provide a comprehensive, standards-based security management program for our clients. We help organizations manage risk and understand the five security-important variables in their business:

1. Business Operations
2. Governance
3. Assets
4. Threats
5. Vulnerabilities

Regardless of the compliance portfolio with which PPAs must comply, Insight's security strategy begins with understanding the basics of their industry and what makes their organization unique. With this foundation, we build a deeper understanding of how their IT and security management practices stand up to their compliance requirements. This gap analysis results in a report that speaks to the required improvements, which in turn drives the remediation process. Our goal is to recommend an acceptable level of security through which compliance is assured.

Insight utilizes a proven methodology to gather business, people, technology and operations data:

1. Insight Consultants will review the Participating Public Agency's business objectives and goals in order to assess their business critical components.

Insight reviews existing security directives and how they are being implemented and followed by the business units, the security organization and the IT service delivery teams.
2. Using ISO 27000 as the baseline, Insight compares the PPA's performance against industry best practices, regulatory requirements and current trends in security service delivery and our own experience.
3. Insight Consultants will develop and deliver a report that provides a recommended roadmap for improvement and suggest a budget that defines how much it will cost to move from current state to necessary state.

Nearly every compliance program requires recurring testing of security defenses and many require independent validation of compliance. Insight also provides services designed to meet these requirements in the form of penetration testing, social engineering and compliance audit services.

Insight Compliance and Risk Management Offerings

- Security Strategy & Program Development
- PCI DSS Compliance Services
- HIPAA Compliance Services
- NERC/FERC CIP Compliance Services
- State Breach Notification and Data Protection Laws
- GLBA/FFIEC Compliance Services
- Perimeter Security Assessments
 - Internet Security Assessment
 - Wireless Security Assessment
 - Remote Access Security Assessment
 - Firewall Policy & Configuration Analysis
- Internal Security Assessments
 - Internal Risk & Vulnerability Assessment
 - Data Loss and Prevention Assessment
 - Email Security Assessment
 - Web Application Security Assessment
- Social Engineering Assessment
- Network and Host Security Technology Design and Implementation
- 24x7 Managed Network and Security Services

Insight brings unique perspective and a team of dedicated, certified experts with hands-on experience – combining technical depth and expertise in networking, servers, storage, virtualization, physical infrastructure, security and applications. Our Core Networking and Security teams provide continuous assistance and support through the entire IT lifecycle – Plan, Deploy, Operate, Refresh.

- **Communications:** Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

Response: Insight's Collaboration Services team works to increase productivity by streamlining communication channels onto a single, unified platform. Our Unified Communications and Collaboration, Video and Contact Center Services can be combined to provide an end-to-end collaborative solution. Regardless of location, we can provide instant access to people, documents and resources offering organizations a more efficient, engaging and cost-effective way to communicate.

Our solutions include:

- End-to-end unified communications and collaboration
- Voice, messaging, presence, mobile, conferencing, video and contact center applications delivered via the cloud or as a hybrid of cloud and premise-based technologies
- On-premise hardware, software, professional and management services

Insight has been designing and delivering Unified Communications and Collaboration solutions since 1999.

- We have dedicated, expert resources focused on the solution evolution and integration with other business critical platforms
- Our mature consulting capabilities on both the Microsoft and Cisco sides, as well as having clients across all industries and sectors has enabled us to develop differentiating intellectual capital such as the ability to migrate user contact lists between vendor platforms
- We are a Cisco Master Certified UC Partner, Video TelePresence Partner, Master Cloud Builder Partner, and Contact Center Partner which provides us with a competitive advantage on technology and price
- We are Microsoft's #1 reseller in the world. We hold competency certifications in UC, Collaboration and Portal Applications
- Our projects consist of a wide variety of scale, complexity and verticals
- Our scalable logistics and delivery services can hand off services to a Remote Network Operations Center. Our logistics facilities are equipped with expert staff ready to load firmware, perform configurations, burn in testing and asset tagging
- We offer custom video training to customers

Contact Center Services

Insight provides a full range of Contact Center Service Offerings that start with a solid foundation (i.e. networking), building onto the Unified Communication application layer and then the Contact Center application layer. This network focused, holistic approach is at the core of Cisco's overall products and solutions offering.

Contact Center Core	Contact Center Add-on
Residing on top of the UC application layer is the Contact Center Core. Insight offers a full range of core services from strategic consulting to full implementation. Our Core Services include: • Contact Routing: Automated Call Distributor (ACD) • Voice Response: Interactive Voice Response (IVR) • Multi-channel: Outbound, Email, Web • Agent Desktop: Computer Telephony Integration (CTI)	Insight can deploy, upgrade and customize advanced Contact Center solutions that extend off the Core platforms. These add-on's take an existing Contact Center to the next level. We offer the following add-on's for existing Contact Center Solutions: • Recording: Quality Management • Scheduling: Workforce Management • Channels: Social Media, Fax, Voicemail • Analytics: Advanced Reporting • Desktop: Custom Desktop • Outbound: List Management • Database Integration: Custom Routing • Self-Service: Custom IVR Development

Data/Voice Networking	Unified Communications
The foundation of the Cisco Contact Center solution is the network. Insight offers the following network solutions: • Routers • Switches • Security	Unified Communications applications reside on top of the foundation of the Cisco Contact Center solution (i.e. the network). Our UC application offerings include: • Phones: PBX • Voicemail: Messaging • IM: Presence • Video
Insight has the experience, process and breadth to deliver effective Contact Center Solutions and all of the requisite technology and services that come with those solutions. • We have been delivering Cisco Contact Centers for over 12 years and during that time we've developed a talent pool necessary to deliver and support world class Contact Centers. Our resources include: ◦ Dedicated Service Manager ◦ Technical Lead Architects ◦ Planning and Design Architects ◦ Configuration Consultants ◦ Scripting and Development Consultants • Insight carries every major Cisco certification related to collaboration and Contact Center. Each certification requires an ongoing investment by Insight for training, consultant certification, lab systems and similar efforts. • We have honed a process and a project methodology designed to deliver solutions on time and on budget • We can deliver and support the entire Cisco solution; having a single partner deliver the entire solution has tremendous advantages such as saving time and money • We have an extensive background in business driven solutions : ◦ Unified Communications ◦ Networking ◦ Support ◦ Application Development ◦ Contact Center Agents ◦ Contact Center Supervisors ◦ Cloud: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).	

Response: Insight offers U.S. Communities and Participating Public Agencies an array of cloud offerings from industry leaders, wrapped with support services and expert resources to centralize management and control for a diverse range of hosted solutions. Insight's team of cloud certified experts draws on the experience of helping clients implement and manage a wide range of cloud solutions in their organizations. The result is more choice and more control of their cloud computing initiative. In the U.S. alone, Insight currently manages more than seven million seats distributed over 5,000 clients.

Insight's cloud solutions include the following:

Messaging Solutions

- Email Security
- Hosted Exchange
- Hosted BlackBerry (BES)
- Email Archiving
- Email Continuity

Security Solutions

- Web Security
- Managed Firewall
- Theft and Recovery Solutions
- Intrusion Detection and Prevention
- Vulnerability Management

Infrastructure Solutions

- Online/Remote Backup
- Hosted VOIP and PBX Solutions
- Desktop Management
- Managed Co-location/Hosting

Collaboration Solutions

- Instant Messaging
- SharePoint Online
- Web Conferencing
- Hosted CRM



Insight cloud solutions are designed for affordability and efficiency to provide:

- Minimal to no hardware or software investment required
- No additional IT staff or increased management time necessary to maintain the services
- Easy to implement, easy to use, easy to manage
- Quick on-boarding of new users
- Compatible with multiple platforms
- 24/7 support
- Less software management; updates and upgrades are automatic
- Enterprise-class features at low per-user costs
- Full virus and spam protection

Cloud Readiness Assessment and Migration Services

Insight also offers additional services to provide a turn-key on-boarding experience migrating information and data into the cloud. Insight offers pre-sales assessments, on-boarding project planning and project management, coupled with post-sales data migration and integration services.

- **Infrastructure:** Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.

Response: Insight brings unique perspective and a team of dedicated, certified experts with hands-on experience – combining technical depth and expertise in networking, servers, storage, virtualization, physical infrastructure, security and applications. Our Core Networking and Security teams provide continuous assistance and support through the entire IT lifecycle – Plan, Deploy, Operate, Refresh.

Core Networking and Security

Core Networking Offerings		
Assessment Services	Design Services	Deployment Services
• Insight's Network Health Check assesses the health of the network environment and its ability to support other networking solutions • Our Network Baseline is a basic network equipment inventory • The Network LAN/WAN advanced assessment evaluates the network at a deeper level	• Wide Area Networking Design and Architecture • Optical Networking Architecture • Branch and Campus Networking • Network Management Solutions	• Wide Area Networking • Optical Networking • Branch and Campus Networking • Network Optimization • Network Management Technologies

Network Security Offerings		
Assessment Services	Design Services	Deployment Services
- Insight's Security Health Check assesses the health of the network environment and related security solutions - Our Baseline is a basic inventory of security equipment - Compliance	- Firewall - Virtual Private Networks - Intrusion Prevention - Remote Access - Secure Access Control - Security Management	- Firewall - Virtual Private Networks - Intrusion Prevention - Remote Access - Secure Access Control - Security Management

Network Access Control and Identity Services



- Network Access Control (NAC)
- Guest Services
- Bring your Own Device (BYOD)
- Endpoint Profiling
- Remote Access

Wireless Networking

Insight's Wireless team has a combined 20+ years of experience, 100+ certifications, and a thorough understanding of both wired and wireless networks in order to develop robust designs. We've been entrusted with 25 million square feet of business critical wireless networks deployed across North America because of our proven approach which includes:

- Identifying key requirements and future considerations to develop a robust and unique design that meets or exceeds requirements

- Continuous refinement of practice methodologies in over 10+ years of Enterprise Wireless Design
- Basing designs on best practices and Cisco Validated Architectures
- Equipped for deployments of all scales ranging from a single site to large enterprise multi-site rollouts

The following table provides a high level overview of our Wireless services and deliverables.

Service	Use Cases	Potential Deliverables
Wireless RF Assessment	Assess and Analyze an existing RF network • AP placements • Antennas • RSSI, SNR, Spectrum Analysis • Recommend optimization to existing network	• Current state heat maps • Neighboring networks and interference • Optimization recommendations • Next steps
Wireless Architecture Assessment	Assess and Analyze an existing wireless network infrastructure • Controllers, Aps, Management, wIPS, VoWLAN, Location Services • Lifecycle • Recommend optimization to existing network	• Optimization recommendations • Next steps
Wireless RF Design	Develop a new AP placement design • Develop requirements • Identify AP placement locations • Recommend Aps, antennas and mounting hardware • Develop BoM	• AP Placement Design • Design heat maps • Neighboring Networks and Interference • Antenna, Power, Channel Recommendations • BoM
Wireless Architecture Design and Deployment	Develop a wireless architecture design • WLCs, Aps, MSE, wIPS, Location, VoWLAN, Authentication, Guest, etc. Deploy/Configure Wireless Equipment • WLCs, Aps, MSE, wIPS, Location, VoWLAN Authentication, Guest, PI for wireless, Upgrades, etc.	• Equipment deployed • Network design created • Wireless Network Design Guide • Test Plans • Implementation Plans

Risk and Vulnerability Assessment Offerings

- Perimeter Risk and Vulnerability Assessments
- Internet Security Assessment
- Wireless Security Assessment
- Remote Access Security Assessment
- Firewall Policy & Configuration Analysis
- Internal Risk and Vulnerability Assessments
- Data Management Practices Assessment for DBAs and End Users
- Web Application Security Assessment
- Other Compliance Assessments
- Social Engineering Assessment
- PCI Compliance Consulting
- HIPAA Compliance Consulting
- NERC CIP Compliance Consulting
- GLBA/FFIEC Compliance Consulting
- Additional Compliance Services
- Network and Host Security Technology Design and Implementation
- 24x7 Managed Network and Security Services

Data Center Management Solutions

Insight can help PPAs reduce the total cost of ownership for their data center and increase their return on investment with the latest virtualized infrastructure, enterprise storage and private cloud solutions.

Virtualized Infrastructure Solutions have revolutionized the data center environment, increasing computing densities, agility and scalability and reducing costs in the process. Correctly designed virtualized infrastructure will optimize workloads, reducing Data Center footprints with the latest blade computing and converged networking technologies. Insight's virtualized infrastructure solutions provide superior resiliency to the most critical workloads, ensuring high availability in all situations.

Enterprise Storage Solutions balance performance, capacity and availability by consolidating traditional storage environments into unified storage solutions. Insight provides all storage connectivity requirements in a single storage frame and can recover data in the event of a disaster.

Data Center Automation Solutions can help organizations share IT services among multiple business units, driving down costs and increasing efficiency. Private clouds are flexible and agile, rapidly providing IT services to end users through self-service provisioning, while also allowing organizations to maximize their IT infrastructure and increase their ROI.

Insight can architect the right solution by combining best-in-class hardware, software, and services to assess, design, deploy and migrate an organization to the latest Virtualized Data Center Solution.

With these Solutions, Insight provides the necessary foundation to meet the highest demands of an agency's application workloads while giving them the flexibility to grow as their business grows.

Insight's Data Center Solutions are designed to

- Reduce complexity through standardization
 - Equip agencies with agile infrastructures to virtualize their critical applications
 - Provide hybrid cloud computing as needed
 - Reduce time to market for applications
- **Data Management:** Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.

Response: Insight knows that building solutions for data storage can be a complex and time consuming project. Implementing new storage technology into an agency's environment or simply optimizing the current data storage architecture quickly can be overwhelming. Our vendor neutral position allows us to focus on maximizing efficiencies and reducing challenges by choosing solutions that will meet clients' individual needs.

Storage Implementation Benefits

Storage Implementation services help limit complexity, optimize performance and manage growth by creating a cost-effective, scalable and flexible storage infrastructure.

- Certified, authorized implementation experts are used for best practice storage implementation
- Vendor alliance assures the implementation is supported and backed by the storage vendor of choice
- Cross-functional service engineers are capable of working with multiple storage technologies to provide a turnkey deployment
- Accelerated time to production with implementation services performed on site or within our unique custom integration labs

Offerings

Insight's Storage Implementation Solutions will give PPAs the most value from their investments by assuring optimal configuration from industry certified professionals. Insight's offerings cover the leading industry trends in strategic architecture initiatives:

- Best practice storage area network implementation
- Business continuance and data recovery solutions to meet data protection objectives
- SAN optimization projects for improved capacity, performance, and stability
- Tiered storage solutions for improved ROI, matching the cost of storage with the value of data
- Storage virtualization providing the capability to centralize SAN management and controls across multiple array subsystems from multiple storage vendors

- **Visual Communications:** Visual communications that integrate audio, video, voice and presentation capabilities.

Response: Insight designs solutions that allow meeting participants to connect from anywhere to anywhere with real-time, high-definition audio and video.

Our professional services teams employ a proven methodology of Review > Plan > Design > Implement > Operate (RPDIO) to architect and implement a broad range of video technologies. Coupled with our project management expertise, organizations can be assured their solutions are properly designed and deployed to meet business requirements for today *and* tomorrow.

Review	Plan	Design
Review: • Business/technical requirements • Technical architecture • Network/video room readiness • Current/future business requirements	• Assist in the development of a high-level operation approach • Develop project timelines/milestones • Review current configurations	• Develop a high level design strategy for the deployment of the system • Facilitate one or more design workshops • Develop video design
Implement	Operate	
• Deploy/configure new design and deployment solutions • Provide upgrade and migration support • Optimize existing rooms and video infrastructure • Integration of new elements	• Onsite support after the deployment • Administrator/user training • Client transition and documentation • Insight Managed Video to provide 24/7/365 support if required	

Insight designs and implements video conferencing solutions that help organizations connect to their customers, employees and partners from anywhere to anywhere. Our extensive team of nationally based field trained engineers can deliver complete solutions to a wide range of organizations. We provide:

- TelePresence turnkey solution with international reach:
 - Review business needs and document business impact during ROI
 - Room and network assessments
 - Detailed architectural design and implementation services
 - 24x7 operational services
- Point-to-point or multipoint deployments ranging from desktop to executive offices to immersive conference rooms and mobile devices
- Live and archived content that can include supplemental content for presentations

- Audio, Web and Video conferencing services that enable reliable, easy to use and secure communications anywhere in the world

Insight's solution includes one button to push dialing, integrated touch-pad control and automated multipoint conference resource allocation. Confusing remote controls or dedicated IT staff is unnecessary – simply push a button to join a video meeting.

- **UCC (Unified Communications and Collaboration):** UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.

Response: Insight's technologies for Unified Communication and Collaboration includes basic telephone service, voicemail, Instant Messaging and Presence, mobility, conferencing, enterprise social software and directory/access. Insight transforms the communications culture by embracing new technologies and social media into integrated communications throughout the IT lifecycle.

Planning	Deployment	Operations
• Strategy and road-mapping to better determine the business impact of deploying UC&C solutions • Harmony Workshop • Private Branch Exchange (PBX) Assessments • Health-checks to assess the health of an environment to support UC&C applications	• Net new design and deployment solutions • Upgrade support, Migration support and Optimization • Add-on solutions to existing platforms • Advanced solutions	• Training • Client Transition • InsightManaged Voice

In partnership with manufacturers, our flexible suite of UC&C services can:

- Scale to meet specific needs, budgets, security requirements and operating objectives
- Lower support and maintenance costs from streamlined or virtualized architecture
- Improve operational efficiency and reduce duplication efforts
- Speed the resolution of issues
- Optimize knowledge and resource sharing
- Shorten development and sales cycles
- Enable instant access to people, documents and IT resources

Insight’s assessments properly scope out any deployments or changes in a client environment. Our assessments include VoIP, PBX and Messaging, Facilities and Health Checks.

VoIP	PBX and Messaging
• Network • Security	• PBX • Messaging • Dial-plan • Features
Facilities Check	UC&C Health Check
• HVAC • Power • Rack Space • Cabling	• Application • Server • Logging

Insight can design and deploy add-ons or more advanced UC&C technologies and ensure they don’t disrupt normal business operations.

Insight provides migration support for clients moving away from legacy or competitive solutions.

- **Broadcast Studio:** Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).

Response: At this time, Insight does not have a specific services practice focused on this area. We consistently update and evaluate our portfolio and the design of our proposal allows for inclusion of new solution areas throughout this contract’s lifecycle.

- **Law Enforcement:** Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.

Response: With Insight, PPAs will have one IT partner that not only understands the unique demands of public safety, but will help them optimize resources and manage changing IT infrastructure requirements.

Insight has extensive experience providing law enforcement public safety solutions, as well as automatic vehicle location, mobile data terminals and more.

Expertise in Public Safety

- Fully and semi-ruggedized mobile computing and communication solutions
- Vehicle mounting solutions and installations
- Electronic citation solutions

- In-vehicle and fixed digital video
- Wireless data infrastructure (LAN, metro-scale Wi-Fi mesh and cellular)
- Automatic Vehicle Location (AVL) solutions
- Mobile printing solutions
- Mobile VPN solutions
- Innovative solutions for managing, securing and restoring data
- Deployment of a Managed Cloud solution (Microsoft Azure for Government)

Insight's long-term focus on the public safety market continues to grow. Our partnerships with leading manufacturers allow us to provide turn-key mobile evidence capture solutions using leading-edge technology. We're focused and committed to helping public safety organizations increase efficiency and responsiveness through effective technology solutions.

- **Mobility:** Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

Response: Insight's Mobility Lifecycle Management Service delivers end-to-end solutions, combining our expertise in mobile hardware and software with world-class service capabilities. We help take mobile initiatives to the next level by leveraging our Plan, Deploy, Operate and Refresh methodology.

The mobility professionals at Insight work to customize the choice of services that meet specific requirements. Components of our mobility solutions can be provided individually or as part of a larger solution. Features of the service include:

- Mobility Workshops & Architecture Assessments
- MDM Implementation & Optimization
- Embedded Wireless Activations
- Device Configuration & Lab Integration Services
- Carrier Fulfillment & Administration
- Service Desk
- Remote MDM Server Administration
- Device Hot Swap
- Disposal
- K-12 Chromebook Offering

Insight Connectivity as a Service Offering

For organizations with 10 or more sites, Insight simplifies telecommunications needs in a single monthly invoice that includes:

- Telecommunication connections: DSL, Broadband, MPLS and more
- 4G wireless backup for failover
- Cisco ISR router rentals
- Cisco SMARTnet for Onsite 4 hour hardware replacement
- Onsite Installation

- 24x7 monitoring & support via our Premier Networking Operations Center
 - Project Management
 - Making CapEx a OpEx
- **Asset Management:** Asset management solutions to identify and manage installed software, hardware and license entitlements.

Response: Insight's asset management offering is an advanced IT Lifecycle Management solution designed to manage an agency's assets with operational solutions resulting in reduced costs, increased resource efficiency and accurate data for strategic and tactical decision making. Our methodologies and technical expertise are continually enhanced as new needs are identified and new tools become available.

Insight provides a number of services around asset tracking and management as described below:

Procurement

Insight's on-line procurement system places products and information at our client's fingertips via the eProcurement Valued Insight Partner ("VIP") program. Insight's eProcurement solution is integrated into our backend order management system. This integration allows for our client's real time access via the VIP portal to any and all information pertaining to current and past orders, shipment status, quoting, etc. The VIP web tool allows for standard reports to be extracted real-time by end-users. Such queries can be pulled by date range, and includes a variety of report options.

Tagging/Tracking

For assets that are processed through Insight's Integration Labs, we can apply any asset tag or label that is supplied to them supplied directly from the client or from a third party contracted by the client. We capture a wide variety of asset information associated with the system: Make; Model; Serial #; Equipment Category; Asset Tag #; Shipping Address; End User Name; Client PO #; and other Information such as cost center or other custom requirements. Insight can also provide additional information required by a client such as machine ID, IP Address, and domain (if the client has extended their network into our facilities). Insight provides asset tracking services to clients while recording the asset information (make, model, serial #, PO #, etc.) prior to the asset being shipped to a client location. This type of asset tracking is typically focused on physical hardware assets.

If our clients are leveraging our Insight Service Desk, we provide services such as asset discovery and management, software deployment, patch management and other services. Insight can help our customers manage the implementation and operation process using our tool or their own tools, like SCCM, Remedy, Altiris or LANDesk. If they are using our Remote Network Operations (RNO) Managed Services, asset management is included for those devices being monitored through that service.

Software Asset Management (SAM)

Insight also offers a portfolio of fee-based Software Asset Management (SAM)

Services with ongoing support for their SAM and licensing initiatives. The SAM Desk offer provides resources and services to help organizations effectively manage their SAM and licensing projects. Implementation of a SAM Desk delivers ongoing license management which reduces the risk of compliance issues and identifies ROI opportunity.

True asset management includes an asset management system, resource(s) to manage that system and a well-defined set of processes to handle common events that impact an asset database such as moves, adds and changes throughout the lifecycle of an asset. The aforementioned Asset Management Services as well as manual updates to the asset management database that may be needed when a device is physically moved or repaired are all part of a holistic solution that can be customized to leverage the client's existing systems and processes and complement them with Insight's services to best meet their overall needs.

- **Data Protection:** Data protection to protect, backup, recover and archive data and applications.

Response: Insight can help PPAs protect their data, comply with external and internal policies, and do it on the go within today's new social and mobile paradigms.

- Our expert Disaster Recovery Architecture, Documentation and Implementation solutions meet recovery time and recovery point objectives to respond to an agency's organizational demands.
- Move business securely and confidently to the BYOD or CYOD mobile infrastructures that today's workforce and clients demand.
- Create a secure organization that adds value to an agency's business and protects data while enabling more nimble and responsible business processes.

With Insight's Data Protection Solutions, agencies don't have to choose between security and performance or between cost and scalability.

Mobile Workforce Protection

The most important asset of any organization is its people. But individuals are also the most commonly-attacked entry point. As critical information moves from the data center to the field across desktops, laptops and mobile devices, platform management and policy become every bit as important as an agency's firewall.

Insight's Data Protection Practice is ready to help agencies stay secure at this fundamental level by providing comprehensive solutions for desktops, laptops, and mobile devices. These solutions protect data and applications where they reside, in almost any computing device an agency's workforce can put its hands on.

Business Security and Compliance

Networks, email systems, databases and sensitive data on file systems or intranets must constantly be protected. Insight provides solutions for the management and security of an agency's core business components. From encryption and server protection, to compliance reporting and security analytics, Insight tailors solutions to an agency's particular requirements.

- **Energy and Water Conservation:** Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.

Response: At this time, Insight does not have a specific services practice focused on this area. We consistently update and evaluate our portfolio and the design of our proposal allows for inclusion of new solution areas throughout this contract's lifecycle.

- **Financial Services:** Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

Response: In addition to providing fast and efficient physical access to products, Insight can also make it easier financially for U.S. Communities participants to access technology products and services. Whether outfitting a small office or conducting an organization-wide IT refresh, Insight will provide agencies with comprehensive leasing solutions for their information technology needs as well as innovative financial strategies. Our flexible leasing programs leverage vendor-neutral solutions, which allow agencies to upgrade their technology with the best equipment available – regardless of manufacturer.

The following are some of the benefits of Insight's leasing program:

- **Conserve Capital:** With an Insight Operating Lease, an agency's cash remains untouched and available for other uses.
- **Finance Hardware, Software and Services:** Leasing allows an agency to finance the entire solution—hardware, software and peripherals—as well as soft costs like service and installation. Agencies make a single monthly lease payment for all their needs.
- **Stretch Your Budget:** Many agencies struggle to balance the need for new technology with budget constraints. Leasing helps stretch budget dollars with monthly payments that are often lower than purchase installments.
- **Unmatched Flexibility:** Leasing provides unmatched flexibility to tailor a program to meet an agency's individual financing needs. Insight offers a wide range of programs and options to meet specific cash flow requirements.
- **Minimize Risk:** When an agency purchases computer equipment, they run the risk of owning technology that rapidly becomes obsolete. Leasing through Insight makes upgrading or adding on to technology easy.
- **Simple process:** A simple, one-page application is usually all that's needed.
 - Approvals are usually accomplished within four (4) hours, depending on the size of the transaction and whether all submitted information is correct and complete



- Installation and service fees can be included in the lease as well as the first year maintenance contract
- Software and other soft costs can be added to the lease
- Software-only leases are available at special rates
- Simple equipment add-on programs are available throughout the term of the lease

Insight's onsite leasing team is ready to assist U.S. Communities participants with their Insight lease transactions. We handle all credit submissions, documentation and lease order processing in-house to make sure everything is done swiftly and correctly.

- **Other Services and Solutions:** Services and solutions not listed above that may be proposed by Offeror.

Response: Insight's end-to-end services will provide optimum performance to U.S. Communities' participants throughout the entire IT lifecycle. Our 1,300+ consulting and IT services professionals deliver a wide range of services to seamlessly plan, deploy, operate and refresh technology. Our service delivery team is composed of over 1,000 professionals with approximately 3,000 certifications and delivers services using a proprietary methodology and dedicated project management office.

We are experts in planning and design, integration and deployment, management and cloud, and maintenance and warranty services. In this section, we have chosen to summarize our service offerings both by lifecycle and by practice.

Services by Lifecycle

Plan

Strategy and Assessment Services

We perform a thorough analysis to identify underperforming components and ensure the right architecture and policies are in place going forward. Following an assessment, we will develop a growth plan and identify the right performance measures to track progress.

- Infrastructure assessments
- Virtualization assessments
- Network assessments

Design Services

Our expertise revolves around the Data Center, Server and Storage, Convergence and Software to optimize performance, mitigate risk and maximize the value of IT.

- Server and storage design
- Data center network design
- Converged infrastructure design
- Implementation planning



- Proof of concept
- Operational and strategic planning

Deploy

Integration Services

Our certified technicians perform a wide range of services from software imaging and hardware configuration to complex builds of rack servers and networks in our state-of-the-art labs.

- Basic IT Systems Integration
- Advanced IT Integration
- Image Development
- Image Management

Implementation Services

We offer a multi-phased IT systems implementation plan where we install, test and validate equipment so it is plug-and-play ready, then we spend time onsite performing knowledge transfer.

- Infrastructure engineering
- Project management
- Multi-site deployment

Operate

Management Services

We provide cost effective solutions that quickly address evolving business priorities at inception or as part of long-term IT systems management.

- Remote Network Operations 24x7 infrastructure monitoring and management services
- Service Desk services for end-user support
- Mobility management
- Insight cloud services
- Onsite programs

Refresh

Our warranty services cover basic manufacturer programs to highly complex solutions. We also offer centralized asset removal, refurbishment and redeployment services for technology repair and replacement.

Warranty Services

Our Warranty Services offering include:

- Apple, Cisco, SMARTnet, Juniper, HP and IBM warranty plans
- Warranty extensions including IT products we do not sell
- Warranty contract consolidation
- Uplifted service agreements
- Installation service agreements

- Software support agreements
- Accidental damage protection
- Disaster recovery services
- Advance replacement programs
- Data center maintenance

Maintenance Services

We offer centralized asset removal, refurbishment and redeployment services for technology repair and replacement.

- Depot and Repair
- Disposal Services

Services by Practice

Consulting Services

We provide an extensive range of Strategy, Assessment, Design and Implementation Services.

Collaboration Services

We increase productivity by streamlining communication channels onto a single, unified platform and by reducing the multitude of devices used.



- Unified Contact Center
- Video
- Voice

Data Center Services

We provide strategy assessments, personalized designs, streamlined deployment, installation and operations plans to create scalable Data Center solutions.

- Enterprise Storage
- Virtualized Infrastructure
- Data Center Automation
- Data Center Migration

Office Productivity Services

We provide a full portfolio of Microsoft-based consulting services and solutions to help organizations gain business agility through strategic planning and operational efficiency.

- Application Platform: Business Intelligence & CRM
- Business Productivity: SharePoint, Lync, Messaging
- Core I/O: Identity & Access Management, Systems Management & VDI

Networking Services

We provide agencies with a comprehensive vision for their data, security and telephony infrastructure. Our management strategy gives clients a network roadmap to direct upcoming technology investments and a network positioned for the future.

- Core
- Security
- Mobility
- Wireless

Software Asset Management Services

We help agencies manage and gain control of their software licenses, establish systems and maintain compliancy.

Managed Services

We provide Solutions that enable agencies to scale cost effectively and quickly address evolving business priorities at inception or as part of a long-term management strategy.

Labs U.S.

Housed within Insight's primary Distribution & Warehouse facility approximately 25 minutes west of Chicago, Insight's Integration Labs perform pre-deployment configuration and pre-staging for a wide range of technology products ranging from desktops, notebooks and tablets to POS systems, networking components and fully racked solutions. Certified technicians, rigorous quality processes and scalable capacity give Insight the ability to address not only planned deployments but also short-term, time-bound projects, delivering a consistent experience for end users across the client environment. Additionally, the Integration Lab services are ISO 9001:2008 certified.

• Power On Test / DOA Elimination	• Component Installation
• Asset Tagging	• Image & Software Load
• Laser Etching	• Embedded Activations
• Kitting & Staging	• Rack Assembly

Remote Network Operations

The Network Operations Center (NOC) provides 24x7 proactive monitoring and management of client network infrastructure including routers, switches, wireless, servers, IP telephony, contact center systems (including enterprise), video conferencing and security devices.

- Availability monitoring
- Fault management
- Security Threat Management with hosted SIEM platform
- Guaranteed SLAs
- Online device reporting
- Asset management
- Activity reporting



- Service delivery reviews
- Network documentation
- Device configuration archives

Remote Technical Assistance Center (RTAC)

Insight's Remote Operations group also provides reactive, maintenance-based services (Manufacturer Support Services) through our RTAC team. Insight Manufacturer Support Services include:

- Phone and email support
- Break/fix troubleshooting
- Managed escalation to Level 3 Manufacturer support
- 24/7/365 U.S.-based staff coverage
- Onsite support options
- Guaranteed 30-minute response for critical issues

RTAC clients may purchase an allocation of engineering service hours for the duration of the service contract term. These hours can be used when requesting Insight to perform engineering activities, including:

- Remotely supporting site device additions, moves or changes
- Remote training
- OS/software upgrades
- Representing the end user in calls or meetings with end-user business partners or service providers
- Network and/or security review, design or implementation
- Device configuration changes
- Device or circuit upgrades or installations
- Troubleshooting assistance with application or device issues for non-supported devices
- Virtual private network (VPN) configuration changes

Managed Mobility

We offer full Mobility lifecycle Solutions:

- Embedded Wireless Activations
- Mobile Device Configuration
- Carrier Fulfillment & Administration
- Mobility Service Desk
- Remote MDM Server Administration
- Device Hot Swap Disposal

Managed Services and Networking teams work together to offer:

- Mobility Workshops
- CYOD Workshops
- Architecture Assessments
- Wireless LANS
- Network Access Control

- MDM Implementation (Security)
- MDM Optimization

Disposal Services

Insight is committed to providing our customers with complete lifecycle management services, including asset disposition. We understand the critical nature of this part of the business, and have worked to develop what we consider a best in class offering. Insight's Asset Disposal services consist of a comprehensive end-to-end Remarketing, Redeployment, and Disposition program that maximizes the economic return on marketable equipment. Insight delivers a program that will not only protect our customers' data security requirements through hard drive data erasure, when applicable, but also protect the environment through EPA Certified Disposition for those items that are not re-marketable.

National Repair Center

Our ISO 9001:2008 certified National Repair Center (NRC) supports a wide range of client equipment. Technicians are Tier 1 manufacturer trained and certified for warranty and out of warranty repairs.



Service Desk

Insight's Service Desk offering is a cost-effective, 24x7x365 staffed solution with the flexibility and scalability to meet business requirements and support end users effectively. Primary Agents are staffed to meet Service Level Agreements, volumes, and scope requirements. We focus on resolving the majority of issues at our Level 1 Service Desk without transfer to another resolver group. Insight Service Desk achieves some of the highest customer satisfaction ratings in the industry. Support services can be provided as a remote service from one of our support centers, as a dedicated on-site service, or as a hybrid model. Flexible Service Levels empower the client to match their budget and support requirements. Clients may leverage Insight's Ticket Management tool or have Insight leverage their tool. We manage over 500,000 annual contacts, consistently exceed our contracted Service Levels, and back our Service Levels with penalties.

- Central-Point-of-Contact to meet end-user and IT employee needs
- Cost Effective
- 24x7x365 on-shore staffed
- Flexible & Scalable
- Supports standard desktop software & hardware products



Connectivity Services

One-stop-shop for telecommunications needs. We work with best-in-the industry partners to deliver wireline and wireless solutions and combine them with our value added services.

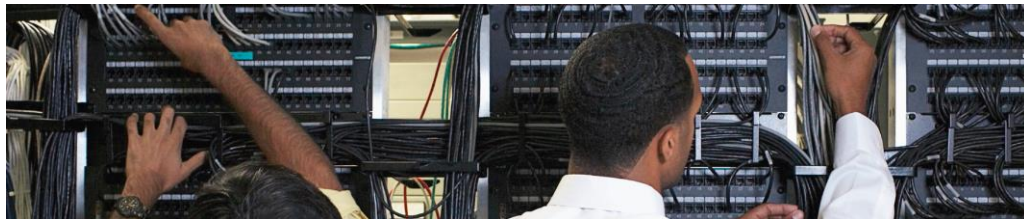
Technical Services

Our experience and methodology includes consulting, initial planning and design, proof of concept, pilot, rollout and project closure. Our core competencies and key advantages collectively provide agencies with a total solution.

Multi-Site Deployments

Our services provide a comprehensive solution using a proven methodology across multiple technologies. This includes centralized management of:

- Planning
- Design
- Procurement
- Warehousing and logistics
- Device configuration
- Deployment
- Project Management
- Support
- Cabling
- Disposal



Onsite Programs

We offer customized, SLA-based services for IT operational support.

- Program management
- Lab/integration
- Service desk
- Desk-side support
- Remote operations
- Depot
- Break-fix
- Disposal

Maintenance Services

Our services are flexible and customizable. In addition to Adhoc Call Management and Dispatch Services, we will manage Work Orders and Technical Resources including Staffing and 3rd Party Partners.

3.1.3. Cisco Products, Services and Solutions

- 3.1.3.1. **Cisco Products:** A complete offering of Cisco products including, but not limited to, application networking services products, blade switches, cloud and systems management, collaboration endpoints, conferencing, connected safety and security, customer collaboration, data center management and automation, data center switches, infrastructure software, interfaces and modules, networking software, optical networking, routers, security, servers, service exchange, storage networking, switches, unified communications, video, wireless, and any other products offered by Cisco.

Response: Insight is authorized to sell Cisco's full product line.

Insight has been in partnership with Cisco for over 19 years and considers Cisco a top strategic networking and data center solutions partner. We have been a Cisco Gold Certified partner since 1999 demonstrating that Insight has met the standards for networking competency, service and support, and customer satisfaction. It also confirms that Insight has the technical ability and product knowledge necessary to provide leading-edge Cisco products and solutions.

- 3.1.3.2. **Cisco Services and Solutions:** A complete offering of Cisco services and solutions including, but not limited to, cloud and systems management services, collaboration services, collaboration endpoints services, conferencing services, data center and virtualization services, enterprise network services, routing services, security services, services for application networking services, storage networking services, switching services, unified communication services, unified computing services, video services, wireless services and any other services and solutions offered by Cisco.

Response: Insight has won several awards and certifications from Cisco based upon our many proven solutions and capabilities and we have established strong personal relationships with Cisco staff, from our CEO to the field level teams.

Our disciplined methodology and technical expertise have earned us recognition as a Cisco Gold Certified partner in the United States. We have Master Specializations in unified communications, security, cloud builder and managed services in the United States.

Insight works with agencies to incorporate existing technology wherever possible and tailors a deployment strategy that aligns with their individual goals.

The way we help agencies is unique; we discuss their pain point priorities and goals, then demonstrate how we can assist them to improve their business. We do this by:

Proposal

- Developing a holistic understanding of their organization and its needs
- Creating customized, strategic solutions through hardware, software and services – Mobility, Unified Communications & Collaboration, Network & Security, Virtualization and Cloud
- Providing continuous assistance and support through the entire IT lifecycle – Plan, Deploy, Operate, Refresh

Insight acts as an extension of the agency's team and offers a worldwide network of teammates, consulting and professional services, diverse certifications, public sector focus and specialized vertical experience.

Whether a client's project depends on networking design engineers, data center architects, implementation resources, professional consultants or project managers, their qualified Insight Account Executive assembles a team of Insight experts and partner resources to serve them.

Insight brings unique perspective and a team of dedicated, certified experts with hands-on experience – combining technical depth and expertise in networking, servers, storage, virtualization, physical infrastructure, security and applications.

Resources include:

- Dedicated Design Specialists
- Dedicated Warranty Specialists
- Cisco Certified Sales Experts

Insight's consultants maintain Cisco certifications in numerous specialty designations, including:

- Cisco Certified Design Expert ("CCDE")
- Cisco Certified Internetwork Expert ("CCIE")
- Cisco Certified Design Professional ("CCDP")
- Cisco Certified Design Associate ("CCDA")
- Cisco Certified Network Professionals ("CCNP")
- Cisco Certified Network Associate ("CCNA")

With Insight, agencies have an experienced partner that can help them gain the most value from Cisco's innovative solutions — resulting in dependable, secure, tailored outcomes that measurably and consistently increase client performance and provide cost savings.

Cisco Specializations/Certifications/Authorizations

Insight has over 400 consultants who hold Cisco certifications. We are a Cisco Gold Certified Partner and have earned the following:

- Master Specializations
 - Master Collaboration
 - Master Security
 - Master Cloud Builder
 - Cloud and Managed Services
- Cloud Partner
 - Cloud Builder-Infrastructure, Management and Services
 - Storage: EMC
 - Virtualization: VMware
 - Cloud Management: VMware
 - Cloud Professional Services
- Architecture Specialization
 - Advanced Collaboration Architecture
 - Advanced Borderless Network Architecture
 - Advanced Data Center Architecture Specialization
- Advanced Specializations
 - Advanced Content Security
 - Small Business
- Advanced Technology Providers ("ATP")
 - Identity Services Engine
 - Unified Contact Center Enterprise
 - TelePresence Video Master
 - Customer Voice Portal
 - Physical Security
 - Data Virtualization
 - ServiceGrid Reseller
 - UCS Invicta
- Cisco Managed Services
 - Powered Unified Communications
 - Powered Managed Security
 - Powered Managed Contact Center
- Services Reseller
 - Cloud Services Reseller
- Other Authorizations
 - Try and Buy
 - Global Resale Agent
 - Global Cloud and Managed Services ("CMSP") Host

3.1.4. HP Products, Services and Solutions

- 3.1.4.1. **HP Products:** A complete offering of HP products including, but not limited to: • Computers: Desktops, laptops, tablets, monitors, workstations, accessories, point of sale computers for retail environments, thin client software portfolio, digital signage and any other computer equipment and software available from HP.

Proposal

- **Networking:** Data center networking, software-defined networking, switches, wireless networking, campus networking and any other networking available from HP.
- **Servers:** Blade servers, scalable servers, integrity mission-critical servers, rack and tower servers and any other servers available from HP.
- **Software:** Application lifecycle management, big data analytics, business service management, enterprise security, hybrid cloud management, information governance, information management, IT service management, mobile solutions, operations management, software-defined data center, DevOps solutions and any other software available from HP.
- **Storage:** Primary storage, backup, recovery and archive storage, enterprise application storage, primary storage, software-defined storage, Simply StoreIT solutions and any other storage available from HP.

Response: Insight is an HP Platinum Partner and a Sales and Service Authorized Reseller for HP computers, personal systems, printers, peripherals, supplies, networking, servers, storage, enterprise products, and software.

Insight has been a partner of HP since 1995 with total annual sales in excess of \$860 million and we are the second largest channel partner in the United States. Additionally, Insight has a direct procurement engagement with HP providing the deepest and most competitive discount available.

- 3.1.4.2. **HP Services and Solutions:** A complete offering of HP services and solutions including, but not limited to, analytics and data management, applications services, business process services, data center, workload and cloud services, enterprise security services, IT financing and asset recovery services, mobility and workplace services, support services, technology consulting, computing services, big data solutions, cloud solutions, mobility solutions, security solutions, converged systems solutions, small and midsize organization solutions, total access education solutions, and any other services and solutions offered by HP.

Response: Insight is an HP Direct Marketer Specialist Partner. As one of HP's largest national resellers and long-standing partners, Insight plays a pivotal role in delivering HP technology with value-add IT services and support to our clients. Insight has dedicated HP Product Management, Purchasing and Marketing resources to support our clients.

Insight HP Certified Expertise

With one of the IT industry's broadest portfolios of advanced services, Insight offers a centralized source for HP-certified expertise to help resolve an agency's most complex technical challenges. Our HP Specializations and Authorizations include:

HP Platinum Certified Expertise

- HP Virtualization Platinum
- HP Storage Platinum
- HP Networking Platinum
- HP Services ServiceOne Partner

HP ServiceOne Delivery Partner Expert

- HP Printers Service
- HP Desktop Service
- HP Building Proactive Networks
- HP Notebooks
- HP Authorized Service Provider

Insight HP Direct Marketer Specialist

- HP Converged Infrastructure Certification
- HP BladeSystem Certification
- HP Enterprise Storage Certification
- HP Networking Certification
- HP Technology Services Certification
- HP Software Certification

Insight HP Hardware Authorizations

- HP Business Critical Systems Authorization
- HP Enterprise Networking Authorization
- HP Enterprise Storage Authorization
- HP Enterprise Storage P9000 (XP) Authorization

HP Software Authorizations

- HP ArcSight Authorization
- HP Enterprise Software Authorization
- HP Fortify Authorization
- HP TippingPoint Authorization
- HP Vertica Authorization
- HP Autonomy Authorization

Other HP Specializations and Designations

- US System Builder Specialist
- North American Managed Print Specialist
- US HP Networking Master Partner Program
- North America ServiceOne Expert – Sales and Delivery

Insight HP ExpertOne Certified Professionals by Technology / Solution

HP Converged Infrastructure Solutions

- Accredited Presales Consultant ("APC")

HP BladeSystem Solutions

- Accredited Systems Engineer ("ASE")
- Accredited Integration Specialist ("ATP")
- Accredited Platform Specialist ("APS")
- Accredited Sales Professional ("ASP")

HP ProLiant Solutions

- Accredited Integration Specialist ("ATP")
- Accredited Platform Specialist ("APS")
- Sales Certified

HP Virtualization Solutions

- Accredited Presales Consultant ("APC")
- Accredited Sales Consultant ("ASC")

HP Storage Solutions

- Master Accredited System Engineer ("MASE")
- Accredited Systems Engineer ("ASE")
- Accredited Presales Consultant ("APC")
- Accredited Integration Specialist ("ATP")
- Accredited Platform Specialist ("APS")
- Accredited Sales Consultant ("ASC")
- Sales Certified

HP Network Infrastructure

- Master Accredited System Engineer ("MASE")
- Accredited Systems Engineer ("ASE")
- Accredited Presales Professional ("APP")
- Accredited Integration Specialist ("ATP")
- Accredited Sales Consultant ("ASC")
- Advanced Sales Certified ("ASC")
- Accredited Sales Professional ("ASP")
- Sales Certified

HP Wireless Networks / Mobility Solutions

- Master Accredited System Engineer ("MASE")
- Accredited Systems Engineer ("ASE")

HP Network Security Solutions

- Accredited Presales Professional ("ATP")

HP IP Telephony Solutions

- Accredited Integration Specialist ("ATP")

HP Superdome 2 Solutions

- Accredited Presales Consultant ("APC")

HP Integrity Server Systems

- Accredited Integration Specialist ("ATP")

OpenVMS

- Certified Systems Administration ("CSA")

HP-UX 11i

- Certified Systems Administration ("CSA")
- Certified Systems Engineer ("CSE")

HP Enterprise Solutions

- Accredited Presales Professional ("ATP")
- Accredited Sales Professional ("ASP")
- Sales Certified

HP Commercial SMB Solutions

- Accredited Sales Professional ("ASP")

HP Professional Services and Support

- Accredited Sales Consultant ("ASC")
- Accredited Sales Professional ("ASP")
- Sales Certified

Custom Maintenance Agreements

Insight offers custom maintenance agreements including HP Care Packs, Day One, and Proactive Select Solutions. Insight has been delivering these services since 2005 and we are able to offer agencies a single point of contact for IT sourcing and all of their HP support needs in one consolidated agreement. Our HP ASP relationship enables us to sell and deliver HP Care Pack Hardware Support Services for HP ProLiant servers, printers, storage, desktops and laptops.

Core HP Server and Storage Networking Data Center Solutions

Insight is a proven provider of HP Server and Storage Networking Data Center solutions. Our product and service deployment strengths are aligned with HP's Enterprise Storage, Servers, and Networking ("ESSN") focus areas including c-Class BladeSystem, Enterprise Storage, BCS and ProCurve Networking. As a result, Insight is uniquely positioned to support HP ESSN field teams throughout the entire IT lifecycle from purchasing decision, design, implementation and deployment.

Insight's Data Center Technology Practice is a leading HP ESSN solutions partner. Insight's HP-certified experts proactively help clients design and implement HP ProLiant, BladeSystem, Integrity, storage and networking solutions. Our ISO 9001:2008-certified Advanced Integration and Custom Configuration labs enable us to pre-build, configure and test systems before they reach the end user.

- **ProLiant and c-Class BladeSystem Solutions:** Insight provides the latest in HP ProLiant and c-Class BladeSystem hardware and software solutions to help clients achieve and maintain a reliable, secure and scalable infrastructure. Our technical expertise, along with our Advanced Integration Lab and Executive Briefing Center, allows Insight to deliver end-to-end solutions and real value to agencies across the country.
- **Business Critical Servers ("BCS") Solutions:** Insight focuses on helping agencies ensure their users have uninterrupted access to systems and resources they need, when they need it. Insight helps agencies maximize uptime and availability in their mission-critical environments by providing technical expertise and reliable HP BCS server solutions.

- **SAN Solutions:** Insight focuses on helping agencies implement the right HP SAN platforms and technologies to help them improve data storage efficiency and management.
- **Server / Storage Assessments:** Insight provides various levels of assessment services to ensure an agency's server and storage infrastructures are aligned with current and future business goals. We identify areas of improvement and recommend appropriate strategies and technologies to improve server / storage efficiencies and lower total cost of ownership.
- **Backup / Disaster Recovery:** Insight offers hardware and advanced software that allow agencies to generate one or multiple sets of critical data in-house. We help them retain full control over their valuable data rather than risking reliance on a third party.
- **Server / Storage Consolidation:** Insight simplifies planning and managing server and storage environments by consolidating servers and storage into a common shared infrastructure.

3.1.5. Dell Products, Services and Solutions

3.1.5.1. Dell Products:

- General Products: A complete offering of Dell products including, but not limited to, laptops, notebooks, PDA's, desktops, workstations, thin clients, monitors, servers, accessories, battery back-up, power or surge, cables, data storage and drives, networking, digital imaging such as cameras and scanners, memory and system components, office equipment, sound and multimedia, telecommunications products, video monitors, cards and projectors, interactive whiteboards, DVD's, books, music and video,
- Software: A complete offering of Dell software including, but not limited to, information management, data protection, data center and cloud management, mobile workforce management, security, platforms and any other software offered by Dell.

Response: As a Dell Premier Partner, Insight delivers products and solutions that enable agencies to grow and thrive with technology that is simple, easy-to-use, efficient and provides long-term value.

Insight provides the entire line of Dell Products including:

Desktops and Servers: Vostro™, OptiPlex™, Precision™, PowerEdge

Laptops: Vostro, Latitude™, Precision

Storage: EqualLogic, Compellent, PowerVault, tape solutions

Networking: Force10, PowerConnect

Security: SecureWorks, KACE™

Software

- 3.1.5.2. **Dell Services and Solutions:** A complete offering of Dell services and solutions including, but not limited to, support services, application modernization, application services, business process outsourcing, digital business services, cloud-based services, information security services, financing and leasing, IT consulting, managed services, training services, cloud solutions, data center solutions, security solutions, big data, information and data management, mobility and security solutions and any other services and solutions offered by Dell.

Response: Insight is a Dell services-certified GeoPartner, with specific capabilities around configuration and warehousing. Our dedicated enterprise team of 200+ solution provides a complete offering of Dell services and solutions, including:

Services & Support: ProSupport™

Dell ProSupport is a suite of professional services designed to address the technology challenges of today, including: expertise for specialized applications such as virtualization, systems management and Microsoft Exchange.

3.1.6. **Panasonic Products, Services and Solutions**

3.1.6.1. **Panasonic Products:**

- Communications: A complete offering of Panasonic communication systems including, but not limited to, business communication systems, HD visual communication systems, IP phones and any other communications products, applications and accessories offered by Panasonic.
- Security Systems: A complete offering of Panasonic security systems including, but not limited to, network cameras, video recorders, interfaces, software and converters, analog cameras, digital video recorders, switchers and controllers, remote head cameras, module cameras, wearable cameras, security viewer application and any other security systems and accessories offered by Panasonic.
- Personal Computers: A complete offering of Panasonic computers including, but not limited to, rugged, semi-rugged and business-rugged Toughbooks and Toughpads and any other personal computers and accessories offered by Panasonic.
- Professional AV: A complete offering of Panasonic professional AV equipment including, but not limited to broadcast and professional AV equipment such as camcorders, camera systems, switchers and mixers, monitors and accessories, visual systems such as projectors, professional displays and accessories, sound systems such as public address systems, infrared wireless microphone systems and RAMSA audio systems and any other professional AV and accessories offered by Panasonic.

- Terminals: A complete offering of Panasonic terminals including, but not limited to, handheld tablets, point of sale workstations and any other terminals offered by Panasonic.
- Soft Module Products: A complete offering of Panasonic soft module products including, but not limited to, audio and video processing software, voice recognition software, image recognition software and any other soft module products offered by Panasonic.
- Recording Media: A complete offering of Panasonic recording media including, but not limited to, SD cards for professional camcorders, SD memory cards for industrial use, blue-ray disc, ADA (advanced disc for archive, DV cassettes and any other recording media offered by Panasonic.

Response: Panasonic is the 9th largest partner at Insight in the U.S. and was named "Partner of the Year" in their category for the last four years (Insight awarded). Insight was named "Partner of the Year for the Arbitrator Product Line" from Panasonic for the last few years as well. Insight holds 85% of the market share for that product line and holds a significant portion of the Public Safety market with Arbitrator and Toughbook product lines. Panasonic and Insight are close strategic partners who have continued to grow together at a rapid pace, recently adding the Panasonic Professional Display line to leverage our strengths in Hospitality.

- 3.1.6.2. **Panasonic Services and Solutions:** A complete offering of Panasonic services and solutions including, but not limited to, installation, product configurations, product support, warranties, insurance, railway industry solutions and any other services and solutions offered by Panasonic.

Response: Insight provides the full offering of Panasonic services and solutions including all services listed above. The management of law enforcement solutions is an increasingly important part of our public safety solutions portfolio. Insight's public safety team was created expressly to enhance the consistency of our solution delivery processes and to ensure the highest level of performance across a growing national team of specialists. Our team manages an ever increasing roster of successful Panasonic deployments. By Panasonic's own assertion, Insight leads the field in bringing these exciting solutions to market.

3.1.7. **EMC² Products, Services and Solutions**

3.1.7.1. **EMC² Products:**

- Big Data: A complete offering of EMC² Big Data products including, but not limited to, storage, analytics, applications and any other Big Data products offered by EMC².
- Cloud: A complete offering of EMC² cloud products including, but not limited to, applications, data protection, infrastructure, security, cloud enabled solutions and any other cloud products offered by EMC².

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- **Convergent Infrastructure:** A complete offering of EMC² convergent infrastructure products including, but not limited to, blocks, racks, appliances, reference architecture and any other convergent infrastructure products offered by EMC².
- **Storage:** A complete offering of EMC² storage products including, but not limited to, primary storage, software-defined storage, enterprise applications storage, storage for small and medium organizations, data protection products and any other storage products offered by EMC².
- **Security:** A complete offering of EMC² security products including, but not limited to, authentication, data loss prevention, data protection, fraud prevention, governance, risk and compliance, identity and access management, network analytics, security information and event management, cyber security framework, incident response assistance, and any other security products offered by EMC².

Response: Insight provides the full scope of EMC² products including all products listed above.

Insight's Core EMC Offerings

Storage

- **VMAX** – EMC² Symmetrix VMAX is the global leader in enterprise storage for performance and scale for the most demanding workloads.
- **VNX** – High-performing unified storage with unsurpassed simplicity and efficiency, optimized for virtual applications.
- **VNXe** – An affordable unified storage platform for smaller businesses with solution focused software that's easy to manage, provision, and protect.

Archiving

- **Data Domain** – De-duplicate backup data before saving to disk for longer onsite retention and network-efficient replication for disaster recovery.

Backup and Recovery

- **Data Domain** – Extend de-duplication across the enterprise by consolidating backup and archive data with a variety of flexible network-efficient replication topologies.
- **Avamar** – Ensure fast, secure backup and recovery for VMware environments, regional offices and data center with global, source-based data de-duplication.

Virtualization

Optimize resources, simplify mobility and management and improve flexibility across the IT infrastructure—while reducing total cost of ownership. Agencies will be able to manage their infrastructure more efficiently and respond rapidly to the changing needs of their business.

3.1.7.2. EMC² Services and Solutions:

- Big Data: A complete offering of EMC² Big Data consulting, services and solutions.
- Cloud: A complete offering of EMC² cloud management, support, services and solutions.
- Content Management: A complete offering of EMC² content management services and solutions including, but not limited to, process management, capture, customer communications, collaboration, pervasive governance and any other content management services and solutions offered by EMC².
- Data Protection Solutions: A complete offering of EMC² data protection solutions including, but not limited to, data protection solutions for Oracle, data protection solutions for Microsoft, data protection solutions for SAP, data protection solutions for VMware, data protection solutions for EMC Enterprise Hybrid Cloud, data protection solutions for Big Data, deduplication solutions, desktop, laptop and remote office solutions, disaster recovery solutions, mainframe tape replacement solutions, tape replacement solutions and any other data protection services and solutions offered by EMC².
- Infrastructure Management: A complete offering of EMC² infrastructure management services and solutions including, but not limited to, data center automation, IT operations management, IT performance management, configuration and compliance management, storage resource management, applications performance management, Vblock platform management and any other infrastructure management services and solutions offered by EMC².
- Security: A complete offering of EMC² security services and solutions including, but not limited to, advance security operations, authentication, data loss prevention, fraud prevention, network monitoring and any other security services and solutions offered by EMC².
- General Services and Solutions: A complete offering of any additional EMC² services and solutions including, but not limited to, installation, support, warranties, training, and any other services and solutions offered by EMC².

Response: Insight's partnership with EMC² began in 2001 as a Value Added Systems Integrator. Over the years, Insight has become a fully authorized partner and earned the following EMC certifications and authorizations:

- EMC² Velocity Premier Partner
- Dedicated On-site EMC² Design Engineer
- 30+ EMC² Sales Accreditations
- 15+ System Engineer Sales Accreditations
- 2 On-site dedicated EMC² sales resources
- EMC² Solutions Demo Center Provider
- Dedicated EMC² Manufacturer Sales Specialist

Insight's team of EMC² certified experts proactively help clients

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design and implement complete solutions from small to medium businesses to large enterprise customers. Insight has an EMC² solution to fit any needs.

Insight offers the following EMC² Virtualization solutions: Block Storage Virtualization, File Virtualization Solutions, Information Infrastructure Solutions and Virtual Infrastructure Data Protection.

3.1.8. CommVault Products, Services and Solutions

3.1.8.1. CommVault Products: A complete offering of CommVault software including Simpana software, but not limited to, backup and recovery, virtual machine, integration, replication, OnePass Backup and Archive, deduplication, reporting and insights, workflow automation, content-based retention, self-service access, search and eDiscovery, legal hold, ContentStore, and any other products offered by CommVault.

Response: Insight is a CommVault Premier Partner and is authorized to sell the full line of CommVault products within the United States.

3.1.8.2. CommVault Solutions, Services and Support: A complete offering of CommVault solutions, services and support including, but not limited to, data and information management, enterprise applications, bundled appliances, solutions for specialized industries such as healthcare, government and education, consulting services, professional services, support and training and any other solutions, services and support offered by CommVault.

Response: Insight and CommVault together have made significant investments in our partnership and we now have four resources between the two companies who are solely dedicated to the Insight/CommVault relationship. Additionally, Insight also holds 33 technical certificates and 34 sales certifications specific to CommVault.

Insight provides presales support for those clients who need help in determining the best CommVault solution. We also manage renewals to ensure each client has up-to-date maintenance at the most cost-effective price.

3.1.9. Symantec Products, Services and Solutions

3.1.9.1. Symantec Products: A complete offering of Symantec security products including, but not limited to, advanced threat protection, code signing, control compliance suite, data loss prevention, DeepSight security intelligence, email security, encryption, endpoint management (Altiris), internet of things, endpoint protection, incident response, managed security services, mobile security and management, Norton, protection suite, SSL certificates, user authentication and any other security products offered by Symantec.

Response: Insight is ranked by Symantec as a top global Platinum Partner and fully authorized Corporate Reseller partner and has been in partnership with Symantec for over 15 years. Insight is the #1 partner in data protection and security and the

#2 global software partner. We are a Big Bets Partner for Backup Executive Appliance and a Launch Partner for a Disaster Recovery Offering (DRO) with MS Windows Azure. Insight currently has eight Symantec Sales/Product Specialists on staff who are available to provide a wide range of product, licensing and pre-sales information and assistance.

- 3.1.9.2. **Symantec Services and Solutions:** A complete offering of Symantec services and solutions including, but not limited to, consulting, education services, managed services, support services, appliance services, licensing, technical support, training and certification, threat protection solutions, information protection solutions, cyber security services, enterprise mobility management, and any other services and solutions offered by Symantec.

Response: Insight provides the full offering of Symantec services and solutions including all services listed above. Insight's services strengths include three dedicated Symantec sales engineers and an average tenure of 15 years across Symantec competencies. We have specialized offerings around Security Health Checks and NetBackup Analyzer. Our five master specializations include:

- Enterprise Security
- Data Protection
- Archiving & eDiscovery
- Data Loss Prevention
- IT Compliance

3.1.10. Veritas Products, Services and Solutions

- 3.1.10.1. **Veritas Products:** A complete offering of Veritas Information Management products including, but not limited to, archiving and eDiscovery, backup exec, information fabric technology platform, InfoScale, NetBackup, NetBackup appliances, storage foundation high availability, system recovery and any other offered by Veritas.

Response: Insight has elected to provide a combined response for Symantec and Veritas, since Veritas is still a Symantec company until October 4, 2015. Please see our response in Paragraph 3.1.9.1 above. Insight will offer a complete suite of Veritas products once these two companies separate.

- 3.1.10.2. **Veritas Services and Solutions:** A complete offering of Veritas services and solutions including, but not limited to, consulting, education services, managed services, support services, appliance services, licensing, technical support training and certification, and any other services and solutions offered by Veritas.

Response: Insight has elected to provide a combined response for Symantec and Veritas, since Veritas is still a Symantec company until October 4, 2015. Please see our response in Paragraph 3.1.9.1 above. Insight will offer a complete suite of Veritas services and solutions once these two companies separate.

3.1.11. VMware Products, Services and Solutions

3.1.11.1. VMware Products: A complete offering of VMware products including, but not limited to, data center and cloud infrastructure, networking and security, storage and availability, hyper-converged infrastructure, data center and cloud management, personal desktop software, business mobility software, desktop and application virtualization software, enterprise mobility management software and any other products offered by VMware.

Response: As a Premier Corporate Reseller certified in multiple VMware competencies, Insight delivers a full range of VMware solutions to our clients, consistently attaining a high level of client satisfaction. Through our powerful alliance with VMware, Insight benefits from extensive access to marketing, sales and technical resources, ensuring we provide excellent VMware product knowledge and support to agencies across the country.

Backed by a dedicated team, Insight is positioned to help provide excellent VMware product knowledge and support. Our partnership features:

- VMware Authorized Consultant
 - Infrastructure Virtualization Competency Certified
 - Desktop Virtualization Competency Certified
 - Business Continuity Virtualization Competency Certified
- VMware Partner Sales Specialist Team
- VMware Manufacturer Presales Technical Specialist Team

Virtualization assessment, implementation and management delivery capabilities.

3.1.11.2. VMware Services and Solutions: A complete offering of VMware services and solutions including, but not limited to, cloud computing, software-defined data center, virtualization, business mobility, data center virtualization and hybrid cloud extensibility, streamlined and automated data center operations, application and infrastructure delivery automation, security controls native to infrastructure, high availability and resilient infrastructure, and any other services and solutions offered by VMware.

Response: Insight is a VMware Service Provider Program (VSPP) participant and is one of only two aggregators in the United States and the only global aggregator.

Insight provides the complete offering of VMware services and solutions listed above.

3.1.12. Apple Products, Services and Solution: A complete offering of Apple products, services and solutions including, but not limited to, MacBook, MacBook Air, MacBook Pro, iMac, Mac Pro, Mac mini, iPad mini, iPad, iPhone, Watch, iPod, Apple TV, accessories for all products, apps, servers, music, support and any other products, services or solutions offered by Apple.

Response: Insight has been a Corporate Reseller of Apple products since 2010. As an Apple Authorized Service Provider ("AASP"), we are an authorized reseller of Apple products including Mac, iPad, iPod, iPod Touch,

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Apple Displays, Apple TV and related accessories, Insight assists clients with their need to offer employees a choice of operating systems on their desktop and mobile computing platforms. Drawing on its broad portfolio of services, Insight strives to help agencies successfully procure, integrate and deploy Apple technologies into their traditional computing environments. Insight combines an in-depth knowledge of enterprise, multi-vendor data centers, networks and collaboration environments with the clients' requirements for secure desktop, laptop and mobile device options.

As an Apple Value Added Reseller, Insight can offer:

- Customized multi-platform solutions
- Professional, industry expertise
- Best practices for any size deployment

Leveraging a portfolio of professional services, Insight also offers Mac and iOS Readiness Assessments, Apple Enterprise Integration (Active Directory, Exchange, Virtualization, VPN, file/print and wireless) and Enterprise Mobility Management ("EMM") vendors and services to help mitigate deployment risk. Insight provides a comprehensive array of Apple specific lifecycle services including consulting lab staging, and managed services utilizing Insight's proven methodology of Plan, Deploy, Operate, and Refresh to maximize your investment including:

- Pre-deployment assessments and workshops
- Advanced Integration (install of enterprise apps, Push Config file)
- Custom iPad configuration (text/logo etching, carrier activation)
- Hot Swap program with overnight replacement
- AppleCare warranty with no auto-enroll minimums and AppleCare OS Support
- Provisioning of Mobile Device Management services to help mitigate deployment risk
- Client-provided asset tag application or engraving of sequential asset tag number

Insight has earned the following Apple certifications:

- Apple Authorized Service Provider ("AASP")
- ACSP, ACTC Certified
- iOS Technical Certifications
- Apple Certified Macintosh Technicians

Occasionally manufacturers elect to pursue business within specific accounts or verticals directly. In those circumstances, Insight must follow the manufacturer's guidelines in accordance with our corporate agreements with our manufacturing partners. Specific to Apple, they have a direct sales model into the education marketplace. Because of this fact, Insight will restrict access to Apple products for all educational clients though any resulting contract. While Apple's approach to education is a long-term, well-known sales approach, Insight would be happy to put the County or any other Participating Public Agency in contact with Apple for confirmation

of their go-to-market approach. Because of our contractual obligations to Apple, Insight's systems are designed so that education clients will not see Apple products within their online product catalog. Government accounts and other eligible entities, however, are encouraged to procure their Apple products through Insight.

- 3.1.13. **Google Products, Services and Solutions:** A complete offering of Google product, services and solutions including, but not limited to, Apps for work, cloud platform, maps for work, search for work, chrome for work, android for work, Google business solutions and any other products, services and solutions offered by Google.

Response: Insight is an official Google Chromebook Reseller. Insight is also an authorized reseller of the Google hosted services known as Google Apps for Business and Google Apps for Government, including applicable add-on services such as Google Apps Vault and Google Drive Storage.

- 3.1.14. **Amazon Web Services Products, Services and Solutions**

- 3.1.14.1. **Amazon Web Services Products and Services:** A complete offering of Amazon Web Services products and services including, but not limited to, global compute, storage, database, analytics, application and deployment services to power web and mobile applications, data processing and warehousing, storage and archive, as well as any other products and services offered by Amazon Web Services.

Response: Insight is a member of the AWN Partner Network (APN) and an Authorized Government Reseller. We offer the complete line of Amazon Web Products and services.

- 3.1.14.2. **Amazon Web Services Solutions:** A complete offering of Amazon Web Services solutions including, but not limited to, cloud based solutions for websites, backup and recovery, archiving, disaster recovery, development and test, big data, high performance, databases, digital marketing, e-commerce, media and entertainment, mobile services, internet of things, enterprise IT, business applications, content delivery, health and any other solutions offered by Amazon Web Services.

Response: Insight is a member of the AWN Partner Network (APN) and an Authorized Government Reseller. We offer the complete line of Amazon Web Products and services.

- 3.1.15. **Microsoft Products, Services and Solutions:**

- 3.1.15.1. **Microsoft Products:**

- **Devices:** A complete offering of Microsoft devices including, but not limited to, Surface products, PC's and tablets, Xbox, Lumia Phones, Microsoft Band, Microsoft HoloLens, Microsoft Surface Hub, accessories and any other devices offered by Microsoft.
- **Software and Apps:** A complete offering of Microsoft software and apps, including but not limited to, Office, Windows, other software and services such as Microsoft Health, Microsoft Security Essentials, Skype, Internet Explorer, OneDrive, Outlook, OneNote, Bing, Visual Studio, Visio, Project, and MSN, apps, games, downloads, Developer and IT Pro, Business and Enterprise such as cloud platform, data availability,

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business analytics, customer relationship management, Enterprise Mobility Suite, Enterprise resource and planning, business software and apps such as Microsoft Dynamics, Microsoft Power BI, Microsoft SQL Server, Windows Server, Microsoft System Center, Visual Studio, Microsoft Azure, Microsoft Social Engagement, Windows Embedded, Microsoft Intune, OneDrive for Business, Exchange Server, SharePoint and any other software and apps offered by Microsoft.

Response: As Microsoft's #1 Global Licensing Solution Provider ("LSP"), Microsoft knows that Insight has the resources and the expertise to maximize all their programs. For nearly 30 years, Insight has been providing organizations with access to Microsoft's industry-leading technology and expert Microsoft volume licensing consulting. As a member of the Microsoft Partner Program with expertise in multiple competencies and the industry leader in global software licensing and software management, we fully understand the issues that are important to organizations making critical IT decisions. That's why our clients in 200+ countries around the world—including a majority of Global Fortune 500 companies as well as small business and public sector clients—turn to Insight for help in managing their Microsoft licenses.

Microsoft Authorizations: Insight is a leading Licensing Solution Provider ("LSP"), Enterprise Direct Advisor ("EDA"), Authorized Direct Reseller ("ADR"), Authorized Education Reseller ("AER"), National Systems Integrator Partner ("NSI"), Microsoft Government Integrator, Microsoft GSA Select Reseller, Authorized Service Provider License Agreement ("SPLA") Provider, and a Microsoft Partner with expertise in multiple competencies in the Microsoft Partner Program.

Microsoft Partner Champions: Insight has a dedicated team of experts that keeps our company—and our clients—up-to-date on software trends. Our Microsoft Partner Champions are part of the value we provide for the most cost-effective and technologically appropriate solutions for agencies. These specialists, whose positions are partially funded by Microsoft, help us take the lead in providing agencies with timely communication regarding product releases, volume license program changes, technology guarantees, proactive contract expiration information, and special offers available directly through Microsoft. Our Partner Champions assist us with customer issue escalation and resolution, technical product knowledge, vendor licensing program expertise, and more. These individuals hold the highest levels of certification offered by our publisher partners and are in-house to administer our relationship with Microsoft.

Microsoft Certifications: Insight holds thousands of certifications in technologies critical to our clients. Our dedicated specialists throughout North America, EMEA, and APAC have earned multiple certificates to support our clients'

Microsoft products and programs, including the following Microsoft Certifications:

- Microsoft Certified Application Developer ("MCAD")
- Microsoft Certified Database Administrator ("MCDBA")
- Microsoft Certified Desktop Support Technician ("MCDST")
- Microsoft Certified IT Professional ("MCITP")
- Microsoft Certified .Net Professional ("MCNPS")
- Microsoft Certified Professional ("MCP")
- Microsoft Certified Professional: Systems Integration (Professional + Internet) ("MCPSI")
- Microsoft Certified Systems Administrator ("MCSA")
- Microsoft Certified Systems Administrator: Messaging ("MCSAM")
- Microsoft Certified Systems Administrator: Security ("MCSAS")
- Microsoft Certified Systems Engineer ("MCSE")
- Microsoft Certified Systems Engineer + Internet ("MCSEI")
- Microsoft Certified Systems Engineer: Messaging ("MCSEM")
- Microsoft Certified Systems Engineer: Security ("MCSES")
- Microsoft Certified Trainer ("MCT")
- Microsoft Certified Technology Specialist ("MCTS")

3.1.15.2. **Microsoft Services and Solutions:** A complete offering of Microsoft services and solutions including, but not limited to, support, licensing and any other services and solutions offered by Microsoft.

Response: Insight currently holds eight gold competencies and seven silver competencies in the Microsoft Partner Program. Earning just one gold competency puts Microsoft partners in the top 1% of all partners. We have earned the following competencies in the Microsoft Partner Program:

Microsoft Gold Certified Partner Competencies

- Cloud Productivity
- Communications
- CRM
- Datacenter
- Devices and Deployment
- Identity and Access
- Messaging
- Midmarket Solution Provider
- Software Asset Management
- Volume Licensing

Microsoft Silver Certified Partner Competencies

- Cloud Platform
- Collaboration and Content
- Data Analytics
- Small and Midmarket Cloud Solutions

Microsoft Professional Support: We were the first Large Account Reseller ("LAR") now Licensing Solution Provider ("LSP") to

become a Microsoft Gold Certified Partner for License Solutions, Security Solutions, and Software Asset Management competencies in the Microsoft Partner Program; and as an active member of the Microsoft Partner Network we continue to strengthen our capabilities to better serve agencies across the U.S. Our certified engineers and consultants are highly trained in numerous competencies and have many years of experience in supporting our clients, keeping them up to date with the most robust, efficient and scalable implementations of Microsoft technologies to meet their specific business needs and objectives. Our award winning teams offer IT consulting services across the full Microsoft stack. They have deep-rooted expertise in systems management consulting and a mature project management organization that is a center of excellence.

3.1.16. Citrix Products, Services and Solutions:

3.1.16.1. Citrix Products: A complete offering of Citrix products, including but not limited to, Workspace Suite, Workspace Cloud, GoToMeeting, GoToTraining, GoToWebinar, OpenVoice, Podio, receiver for universal access from any device, XenMobile, ShareFile, Worx Mobile Apps, GoToAssist, Concierge, XenApp, XenClient, XenDesktop, NetScaler, CloudBridge, CloudPlatform, XenServer, CloudPortal Business Manager and any other products offered by Citrix.

Response: Insight is the #2 partner in the Citrix LAR community. We have been a Citrix partner for over 15 years and were awarded the 2012 Citrix LAR of the Year distinction. Insight is authorized to sell all Citrix channel eligible-products and has all product specific certifications required. We are also authorized to sell ELA 7 and FKA FLEX licensing products.

3.1.16.2. Citrix Services and Solutions: A complete offering of Citrix services and solutions including, but not limited to, application and desktop virtualization, enterprise mobility management, file sync and sharing, cloud networking, collaboration, cloud services and any other services and solutions offered by Citrix.

Response: Insight's Citrix services strengths include the following:

- Engineering team with CCAs for NetScaler, XenApp, and XenDesktop
- Architects with XenDesktop, XenApp, and XenMobile deployment training
- Dedicated funded architect for Services and Product Architecture

Insight has an average employee tenure of 10+ years and depth across Citrix competencies. We have multiple resources certified in Citrix Solutions, including:

- XenServer CCA

- XenApp CCA
- NetScaler CCA
- CCSP (Citrix Certified Sales Professional)
- VDI in a Box

Insight is able to provide the complete offering of the services and solutions listed above.

3.1.17. NetApp Products, Services and Solutions:

3.1.17.1. NetApp Products: A complete offering of NetApp products, including but not limited to, hybrid data storage, software and converged infrastructure, enterprise all-flash data storage, software and converged infrastructure, hardware and software for cloud storage and any other products offered by NetApp.

Response: As a NetApp Star Partner, Insight is an authorized reseller of all NetApp products, including hybrid data storage, software and converged infrastructure, enterprise all-flash data storage, software and converged infrastructure, and hardware and software for cloud storage. Insight was most recently named as NetApp's 2015 Federal Partner of the Year, and our sales teams have over 50 NetApp sales certifications.

3.1.17.2. NetApp Services and Solutions: A complete offering of NetApp services and solutions to build a cloud-ready data center, accelerate enterprise application performance, protect and recover data, strategy, design, deploy and transition, operations, training, certification, support and any other services and solutions offered by NetApp.

Response: As a Corporate Reseller of NetApp since 2009, Insight holds the highest level of certifications as a Star Partner. Our NetApp professionals can help agencies affordably store, manage, protect and retain their most precious assets – their data.

- 25 NetApp ASAP Technical Certifications
- NetApp FlexPod Premier Partner
- NetApp Certified Experts - Pre-Sales technical advice
- NetApp Solution and Demo Center
- Various Training Options

Our dedicated, certified NetApp experts are available to meet an agency's NetApp needs.

- Business Development Managers
- Data Management Administrators
- Manufacturer Sales Specialists
- Professional Services Consultants
- Hardware Implementation Specialists
- Support Engineers

Insight is able to provide the complete offering of NetApp services and solutions as listed above.

- 3.1.18. **Related Products. Services and Solutions:** Any related companies' products, services and solutions available from Offeror.

Response: As mentioned earlier in our response, Insight is offering the County, U.S. Communities and all Participating Public Agencies every product and service available through Insight, including more than 1,250,000 product SKUs from 10,000 brand-name manufacturers and publishers along with nationwide full life-cycle service offerings that allow us to manage a client's technology assets from inception to retirement. We have provided further detail of our extensive product and services offerings in our Appendix D responses.

5. PROGRAM REQUIREMENTS:

- 5.1. Qualified Offerors may be authorized resellers of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services or direct manufacturers of the Products and Services.

- 5.1.1. Offerors who are resellers must represent, sell and service the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services.

Response: Insight is offering U.S. Communities our full catalog of over 1,250,000 name-brand technology products from over 10,000 manufacturers and publishers. This includes all the products and services of the manufacturers that are listed in Introduction and Background, paragraph 3, General Definition of Products and Services, as well as new and replacement products announced and offered during the term of the contract.

- 5.1.2. Offerors who are direct manufacturers may respond with their Products and Services only.

Response: Insight Public Sector, Inc. is not a manufacturer of any of the products being offered to U.S. Communities and its Participating Public Agencies.

- 5.2. Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services:

- 5.2.1. Cisco Gold Certified Partner
- 5.2.2. HP Gold or Platinum partner
- 5.2.3. Dell Partner Direct Preferred or Premier Partner
- 5.2.4. Panasonic Authorized Reseller Partner
- 5.2.5. EMC² Gold or Platinum Partner
- 5.2.6. CommVault Value-Added Reseller
- 5.2.7. Symantec Gold or Platinum Partner
- 5.2.8. VMware Enterprise or Premier Partner
- 5.2.9. Microsoft Gold Certified Partner
- 5.2.10. Citrix Gold Solutions Advisor or Platinum Solutions Advisor
- 5.2.11. NetApp Platinum or Star Partner

Response: Authorization letters and certifications from the above listed manufacturers can be located at the end of this tabbed section.

- 5.3. If Offeror is a manufacturer of the Products and Services and has partner resellers/dealers/distributors that sell's manufacturer's Products and Services, then the partner resellers/dealers/distributors must agree to the terms and conditions of this RFP and Offeror shall provide documentation of such.

Response: Insight Public Sector, Inc. is not a manufacturer of any of the products being offered to U.S. Communities and its Participating Public Agencies.

- 5.4. Offeror must have the resources to work with multiple entities at the same time.

Response: Through years of providing service to large public sector clients and their related contracts, Insight has developed a sophisticated team approach that enables us to best meet and exceed our clients' needs and expectations. Upon award, the sales, services and operations teammates assigned to this contract will receive comprehensive training on the deliverables, service-levels and related information of the U.S. Communities contract. The teams will automatically see the current contract pricing within our ERP system for all items allowed on the contract when they are executing client-based activities such as quoting and order entry.

IPS' nationwide presence, which includes 50 offices and over 200 public sector-focused sales representatives across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before.

- 5.5. Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to perform the following

- 5.5.1. Provide commercial hardware, software, peripherals and accessories as ordered under the task order;

Response: As mentioned earlier in our response, Insight is offering and can provide PPAs our full catalog of over 1,250,000 name-brand technology products from over 10,000 manufacturers and publishers. This includes all products and services of the manufacturers that are listed in Introduction and Background, paragraph 3, General Definition of Products and Services, as well as new and replacement products announced and offered during the term of the contract.

- 5.5.2. Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level;

Response: Focused on adding value and delivering suitable IT improvement plans for complete life cycle management, Insight provides a comprehensive array of advanced services, resources, and strategies from a centralized source to help the County, U.S. Communities and Participating Public Agencies manage their changing technology needs.

- 5.5.3. Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Fairfax County and Participating Public Agencies as authorized buyers of this contract;

Response: Insight provides nationwide full life-cycle service offerings up to and including the out-sourcing of entire IT departments if so desired; services that allow us to manage a client's technology assets from inception to retirement. We are 100% committed to supporting the mission and objectives of Fairfax County and Participating Public Agencies.

- 5.5.4. Provide maintenance support of the services and solutions;

Response: In addition to being a reseller of all our manufacturer partners' maintenance support plans, Insight offers a variety of its own maintenance support Services/Solutions including Help Desk/Call

Management, National Repair Center, Asset Disposition and Trade-In, Remarketing, and more.

Insight offers a variety of maintenance support Services/Solutions including Help Desk/Call Management, National Repair Center, Asset Disposition and Trade-In, Remarketing, and more.

We have provided brief overviews of these services below:

National Repair Center

Our National Repair Center's flexible programs let agencies choose the level of service they need in order to gain the most value and financial return from their hardware investments.

- Hot spare replacements
- Asset retrieval, refurbishment, redeployment and disposal
- End-of-lease processing
- Hardware upgrade program

Help Desk/Solution Delivery Center

- Insight offers support for agencies on all service projects, programs, dispatch and technical support
- 24/7 support whenever it's needed

Trade-In and Remarketing Programs

Insight gives agencies options for managing their IT lifecycle more efficiently. Trade-in and remarketing programs allow them to use the value of existing assets to make new technology acquisitions more affordable.

Insight can also help agencies safely and responsibly dispose of the systems that promise no economic return. Insight offers refurbishment and redeployment services that provide cost-effective options for meeting growing user populations without buying new systems. Insight's "partnership strategy" allows agencies to generate revenue from their obsolete equipment. If there is any value in their retired computer equipment, Insight provides all the logistics to ensure that the retrieval process minimizes their costs. We provide trade-in numbers and a remarketing approach for marketable equipment. Insight can also hold equipment for later redeployment to other locations.

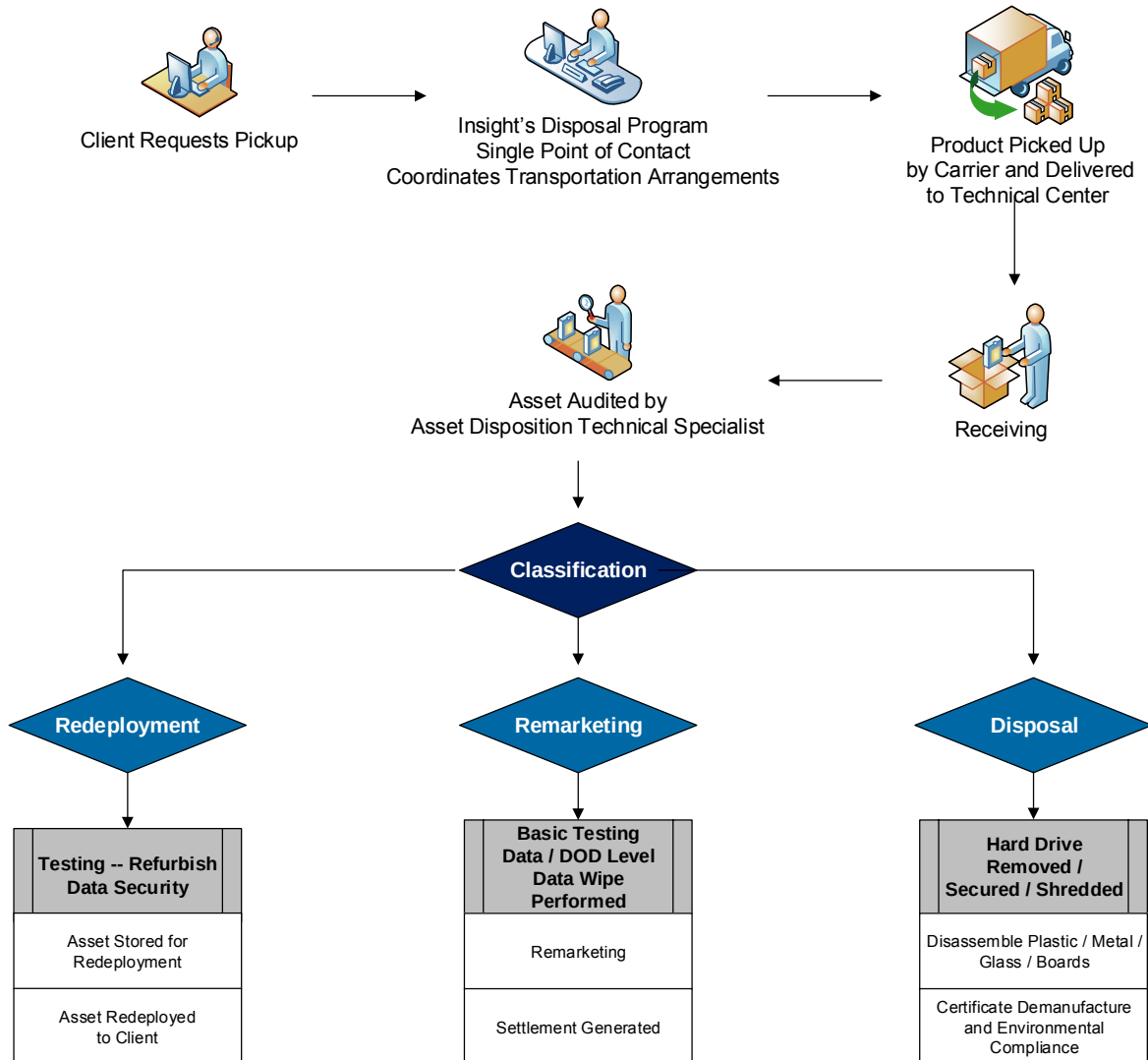


EPA-Compliant Asset Disposition

Insight has a customized asset disposition program that gives agencies the greatest economic return and cost efficiencies to their asset disposition challenges. The Insight team offers agencies an easy and comprehensive asset disposition program that not only gives them the greatest value for their existing equipment but peace of mind that data security and systems disposition requirements are in full compliance. Insight's staff is educated on the latest EPA mandates on proper computer equipment disposal. Insight recycles and disposes of non-working or obsolete equipment in an environmentally and regulatory compliant manner. Certificates of Destruction can be provided as proof of regulatory disposal. Detailed reports listing equipment and serial numbers simplify management and reporting.

We will erase all data from equipment and provide Certificates of Erasure as required.

Insight's Asset Disposition Process



5.5.5. Provide ancillary support (logistics support, etc.) relating to provisions of the Products and Services listed in Introduction and Background, paragraph 3, General Definition of Products and Services;

Response: Insight has an unparalleled capability to provide Fairfax County, U.S. Communities and PPAs with ancillary support. Insight's facilities include 443,000 square feet of distribution and warehouse space,

as well as ISO 9001:2008 certified configuration, advanced integration labs, and 50 branch offices around the country. Typically, Insight has over \$75 million of on-hand inventory for fast availability, in addition to our exceptional ability to source hard-to find technology products.

Warehouse Points of Interest

Client Holding Area

This highly secure, sizable section of the Insight Distribution Center was created solely for the convenience of our clients and their desire for Insight to temporarily hold products they've already purchased. Insight realizes that some clients may not be ready to implement new technology into their existing infrastructure, but when they are, their pre-ordered products will be available for shipping.

Advanced Integration Lab

Encompassing 13,000 square feet, Insight's Advanced Integration Lab was specifically designed to handle large-scale network rollouts of workstations, servers, and connectivity equipment. This ISO 9001:2008 certified facility is equipped with some of the most advanced networking technologies in the industry and is staffed by CNE, MCSE, HP Star, and IBM PSE certified technicians and engineers. Lab features include static-sensitive flooring, 1000 Ethernet or Token Ring configurable ports, and multiple loading environments.

Custom Configuration Lab

This 14,000 square foot, ISO 9001:2008 certified production facility provides a static-free environment for the assembly, configuration, and testing of name-brand computers and peripherals. Operating 24 hours a day the lab has the capacity to configure up to 2,000 systems daily. Each of the 440 configuration stations is equipped with an Ethernet, Token Ring and modem port. A gigabit-capable backbone with Cisco 5500 switches allows high data throughput for software downloads from the file servers to every network connection.

One of Insight's cornerstone competencies is our unique order executing and distribution process. We move product from multiple points "A" to multiple points "B" more efficiently than any other vendor. Behind our success is Insight's scalable information system which creates a "Just In Time" (JIT) distribution model for our customers. Our information system, through EDI connections, links 31 manufacturers and distributors such as IBM, Hewlett Packard, Ingram, TechData, and Synnex. Insight has daily access to over \$3 billion dollars of inventory and the industry's most comprehensive and efficient distribution system, resulting in 99.9% of credit released in-stock orders being shipped on the same day the order is placed.

- 5.5.6. Provide project management support for each deliverable under the contract; and

Response: Insight's approach to fulfilling U.S. Communities and PPAs needs encompasses a proven Project Management methodology from the Project Management Institute (PMI). This methodology adheres to a defined, systematic process for planning, directing, monitoring, adjusting, and controlling interrelated activities that enable agencies to achieve their defined objectives.

By using proven planning and control methods, we will work with U.S. Communities and individual agencies to define and achieve agreed-upon goals, as well as coordinate multiple resources within time and cost restraints.

Insight leads agencies through the planning, design, and execution of technology-related services by leveraging industry best practices as well as Insight's unique approach to technology management – Business Technology Process (BTP).

The BTP Methodology (please see diagram below) defines Insight's approach to the development and delivery of information technology solutions. BTP uses a standard model approach for facilitating information technology procurement, related engagements, and ongoing support. Insight logically organizes its approach into six distinct phases. These phases guide a solution's implementation from the idea or initial analysis, on through development and finalization, into implementation, and finally into a support model with continuous improvement.



5.5.7. Provide project-specific and overall contract performance reporting, as required.

Response: We provide details about our extensive overall contract reporting capabilities in our response to questions 6 and 7 in Appendix D, Supplier Qualifications and Supplier Information/Administration.

While project-specific reports will be negotiated with the individual agencies at the SOW level, Insight feels that reporting significantly factors into client perception and satisfaction.

At the project level, the Project Management team will work with the individual agency to determine the desired set of reports, the most effective reporting method/format, and the reporting schedule. Currently, Insight can provide a wide variety of reports, including but not limited to:

- Daily, Weekly, and Monthly Status Reporting (project progress, newly identified risks, etc.)

- Issues Log (issue and resolution)
- Meeting Minutes (meeting notes, decisions, and action items)
- Asset Management Reporting (customized SAP reports with serial number, location, and user information)
- Project-Related Reports (including, but not limited to: asset management information, process completion checklists, quality assurance checklists, site verification forms, site closeout and acceptance forms, product schedule rollouts, engineering site location schedule, engineer process and procedures, etc.)
- Weekly Call Activity
- Service Level Agreements (SLAs)
- Parts Usage/Warranty
- Failure Analysis

5.6. STAFF EXPERIENCE:

- 5.6.1. Offeror shall describe the credentials of staff and how they are certified and trained to provide the Products and Services required in Introduction and Background, paragraph 3, General Definition of Products and Services for Participating Public Agencies.

Response: Insight has invested in our employees' future and the company's future through an ongoing program that consists of internal and external training. Training programs include new hire orientation, sales training, general industry and computer education, technical training, specific product training and ongoing employee and management development programs. We emphasize on-the-job training and provide our employees and managers with development opportunities through on-line and classroom training that is relevant to their needs.

The sales training program at Insight is a study and application of the fundamentals of consultative product and service sales. It includes interpersonal communication skills; product knowledge; internal systems training; and a computer technology training course.

As a technology services company, one of Insight's priorities is to ensure that our technical services professionals are properly trained and certified. Therefore, Insight deems it critical to maintain accurate training and certification records for all technical personnel. Insight records each employee's training history, including certifications earned before and during employment with Insight. This helps determine new technical qualifications or renewal requirements, and identify obsolete qualifications.

Prior to starting an Insight services engagement, Insight's technical professionals are thoroughly briefed and trained on a client's methodology and products. During services projects for our clients, Insight's Team Leads are responsible for monitoring each professional to ensure they have the proper accreditation and experience to handle their responsibilities competently.

At Insight, we believe our success lies in helping our teammates develop to the fullest of their potential. That's why we take every opportunity to train, educate and inspire our teammates.

- 5.6.2. Offeror shall describe the number and type of staff its company proposes to service this contract, i.e. technical, service, training, executive support, etc. and its hiring practices for such positions for Participating Public Agencies.

Response: Through years of providing service to large public sector clients and their related contracts, Insight has developed a sophisticated team approach that enables us to best meet and exceed our clients' needs and expectations. Upon award, the sales, services and operations teammates assigned to this contract will receive comprehensive training on the deliverables, service-levels and related information of the U.S. Communities contract. The teams will automatically see the current contract pricing within our ERP system for all items allowed on the contract when they are executing client-based activities such as quoting and order entry.

The following is an overview of the team that would serve U.S. Communities:

U.S. Communities National Program Manager: Will have the authority and responsibility for the overall success of the U.S. Communities contract within Insight's organization.

Sales Management: Provide key senior manufacturer and client relationship management, and ensure outstanding client support and satisfaction. Management support will include all levels of management up through the executive level.

Field Sales Team: Locally based, this person has extensive experience in the local market and is the primary driver of the market strategy. The Field Account Executive serves as our clients' main advocate internally, and is principally responsible for managing client relationships.

Inside Sales Team: Phone-based sales resources who will manage the day-to-day sales activity such as providing quotes, research, product-centric advice, and more to the PPAs. They work as a team to ensure we have a thorough understanding of a client's needs, preferences and budget. These resources are often locally based in the market.

Operational Support: Responsible for the order management process from order entry to order tracking, delivery scheduling and related activities.

Lead Referral Contact Person: Will be responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by Insight's staff to requests for contact from public agencies.

Contract Administration: Responsible for managing the U.S. Communities contract's product catalog, contract website management, update schedules, reporting, etc. Works closely with sales, and provides appropriate contract training and compliance oversight.

Project Management: Insight will support U.S. Communities with a dedicated Project Manager(s) who will ensure all project aspects are effectively managed to remain on target. The Project Manager(s), along with the assistance of a Project Coordinator(s), manages the project's overall execution from conception to completion. Working with designated

resource(s) from the client and Insight, the Project Manager(s) will be responsible for the planning, coordination, documentation, scheduling, and implementation of the needed technology-related services.

Web Support: Responsible for client-level web experience development and management.

Technical Services: There are more than 1,300 Insight employees in our U.S. Technical Services division. These include field engineers, systems engineers, consultants, repair lab and configuration lab technicians, technical support, administration, sales and an internet implementation team. This gives us ample resources to quickly staff members' projects with qualified personnel.

Vendor Partnerships

As one of the largest providers of technology products and services in the United States, Insight has extremely strong executive level relationships with all leading manufacturers and publishers.

Insight maintains strong relationships with and holds multiple certifications with the industry's leading manufacturers including Cisco, Hewlett-Packard, Lenovo, Panasonic, Microsoft, Symantec and Adobe. We also have extremely long-standing and strong relationships with all the major distributors including Ingram Micro, TechData and Synnex. And with over 40 buyers in Insight's purchasing organization, there is virtually no information technology product that we cannot source.

Insight's hiring practices have transformed from the typical reactive recruitment process into a proactive talent acquisition model. Locally staffing throughout the United States, we hire professionals who have spent their working lives selling to and supporting public sector clients. Our public sector teams live and operate at the local community level. We believe strongly in the fact that the best possible relationships are developed when we work and live in the same towns, states and communities as our clients. That's why we have such a large field sales team – we want representatives who have years of experience in the communities they serve. That's also why we hire locally based inside sales representatives whenever and wherever possible. No one understands local issues and challenges better than those who live within that community. Our sales execution and marketing models reflect this concept.

- 5.6.3. Offeror shall describe its methodology for training Participating Public Agency end users.

Response: Insight is always here for our clients and would be delighted to provide training to all Participating Public Agencies on our contract offering, the tools, products and services available to them, as well as relevant software licensing programs. Our dedicated Public Sector sales teams are routinely trained on how to assist clients with their questions and we have a proven track record of doing this under our existing U.S. Communities contract. Insight will gladly provide training to PPAs on how to take advantage of our website and our U.S. Communities contract web catalog offering. These trainings can and already do occur via both on-site demonstrations and web-based formats. Insight also works with our major

manufacturers/publisher partners to conduct technology update trainings via QBRs (Quarterly Business Reviews), online seminars and various other formats. We have also, under our existing contract, partnered with U.S. Communities on a variety of no-charge seminars on the latest product offerings, upgrades, and to keep abreast of industry trends through their direct marketing efforts. Finally, Insight provides our clients with a wide variety of free technology and vertical based e-newsletters which include information on manufacturer/publisher events and product announcements, along with licensing information, white papers, and more. This last resource is a great way for PPAs to stay up to date on emerging technologies and current issues facing them. As an example, for over a year before Microsoft ended support for Windows Server 2003 (July 15, 2015), Insight conducted a series of free seminars throughout the United States and online to help clients understand and prepare for this technology change. Insight understands the difficulty in keeping up with so many technology areas and offers up our experts to help clients stay on top of their responsibilities.

- 5.6.4. Offeror shall describe its experience with managing major government projects.

Response: Insight has extensive experience with major contract implementation efforts. We are an existing U.S. Communities contract holder and as such have previously gone through the process to implement a new U.S. Communities contract. And given our staff's familiarity with the contract, we expect a seamless transition from our existing contract to a new one. In addition to our U.S. Communities experience, Insight holds and manages some of the largest SLED contracts in the country, including state government contracts in over 20 states and a GSA Schedule. Through these experiences, we have developed a robust contract implementation and management program based on accepted project management standards (ref. Project Management Body of Knowledge, PMBOK Guide). This methodology is widely accepted as the best way to ensure requirements are determined, dependencies are investigated and planned for, and timelines are acknowledged and agreed to by all parties involved in the project. This process helps ensure deliverables meet or exceed expectations. As with any project there is the need to regularly evaluate progress and make adjustments in order to successfully complete the project. The project team has a responsibility to complete all of the process steps required, to adhere to the methodology outlined, and complete the project deliverables on time.

- 5.6.5. Offeror shall describe its processes for assigning staff to specific projects, along with the credentials of the staff members. Offeror should include how it will involve the County or other Participating Public Agencies to ensure projects are staffed to be successful.

Response: When any end-user becomes an IPS client, the agency is assigned a dedicated account team to manage its technology needs, from hardware and software to advanced services. This team approach ensures that someone who is familiar with the account is always available for personalized attention and service.

IPS account teams consist of highly tenured and technically proficient people, dedicated to the markets they serve.

As your trusted advisor, IPS will work closely with Participating Public Agencies in the field to examine the issues face to face. Insight's account management model integrates an expansive network of field sales representatives with inside sales personnel in strategically located operations centers around the country. Our account teaming approach ensures our clients have the support of the experts they need for hardware, software and services.

5.7. CUSTOMER SERVICE:

The County is focused on customer service with a philosophy to provide all customers with quality Products and Services in a manner that is courteous, responsive, accessible and seamless. The Products and Services will be delivered by patience, understanding, goodwill and without regard to our own convenience. The selected Contractor will be expected to use these guidelines in developing the proposed solution:

- Accessible, courteous, responsive and seamless customer service is of highest priority for the County and Participating Public Agencies;
- Accessible service means that citizens have easy access to the organization;
- Seamless customer service means that the Offeror's employees know what they are doing, that information is accurate, that they have a good understanding of how to get problems and decisions made, that they are trained and evaluated for the jobs they are doing;
- Customer service goals must be measurable and regularly evaluated; and
- Continuous improvements in customer service must be made in order to make County and Participating Public Agency services accessible, responsive and as seamless as possible.

Response: Client satisfaction is defined by our clients on an individual basis. Each client has a different set of priorities and qualifications for their IT Business Partner. Insight's first step in building a lasting relationship with the County and Participating Public Agencies will be to understand each client's definition of customer satisfaction and tailor our services to meet those unique needs and expectations. Insight services all of our accounts with the same commitment to service level compliance.

Insight anticipates client expectations, and strives to meet and exceed those expectations at every juncture. Our focus on client satisfaction utilizes a variety of methods, including the following:

Dedicated Account Team

Insight believes our success in retaining employees with high levels of experience and industry knowledge will help maintain a high level of client satisfaction for the County and Participating Public Agencies. Because our clients' primary contact with us is through our account executives, we focus on providing clients with a knowledgeable account executive backed by a strong support staff that can help clients find the right IT solutions to solve business needs. Insight recently expanded our training programs for account executives. Additionally, in conjunction with product manufacturers and software publishers, Insight sponsors periodic product and service training

sessions that emphasize the attributes of the products and services and their specific ability to solve clients' business needs.

Quarterly Business Reviews

Insight recommends Quarterly Business Reviews (QBR) with clients as an effort to assess the client/Insight business relationship. The Quarterly Business Review summarizes the past quarter's buying habits, trends, savings, and issues. The County and Participating Public Agencies can also receive detailed reports on Insight's performance, such as call rate statistics which highlight average call times, average speed of call answer, abandon rate percentage and more. The QBR is also a forum where both the client and Insight can establish a scorecard to be discussed, identify upcoming quarter initiatives, and/or agree on goals and expectations.

Client Satisfaction Surveys

Meeting client expectations is extremely important to Insight. The procedure to determine our rating for client satisfaction goals is accomplished by interaction with the end-user and client management through phone contact, email, status meetings, and surveys.

Insight conducts client surveys monthly, sending the question set to approximately 6,000 clients on average. Our Business Intelligence organization then consolidates the data to identify trends, areas of strength and areas of opportunity. In addition, the "comments" clients provide in a text box are reviewed by the appropriate business leaders to implement change to processes, where needed. The client surveys help us uncover areas where Insight has opportunities to improve our services, as well as areas where our processes and practices are effectively serving our clients.

Current Practices

Insight has always taken a proactive position in obtaining client feedback by the use of reporting and open dialogue. The first process in analyzing performance is establishing a procedure to air issues/concerns. For many Insight accounts, based on volume, it is recommended that a weekly conference call be established with purchasing and IT. This conference call is the foundation to measure and discuss any quality issue regarding product or services. In addition, Insight may propose monthly reporting documents be established within our Implementation process. Insight supplies these monthly reports to clients to identify issues, which in turn will be used to initiate discussions to determine the best course of resolution. The ongoing relationship is usually assessed during the Quarterly Business Review.

Insight has participated in several clients' supplier quality programs in an effort to continually focus on improving customer service. Some areas evaluated within such a program may include quality, delivery, and cost management, attention to detail, attitude, communication, initiative, responsiveness, and technical support. It is Insight's belief that these types of customer programs present the best guidelines to follow for improvement by offering an objective evaluation process promoting communication, customer service, continuous improvement, and total quality. Insight welcomes the opportunity to participate in client quality programs of this nature.

Insight believes that the previously described measures will ensure a continuously successful relationship between the County, Participating Public Agencies and Insight.

5.8. FINANCING OPTIONS:

Offeror should include any financing solutions and payment options available to Participating Public Agencies.

Response: In addition to providing fast and efficient physical access to products, Insight can also make it easier financially for U.S. Communities participants to access technology products and services. Whether outfitting a small office or conducting an organization-wide IT refresh, Insight provides agencies with comprehensive leasing solutions for their information technology needs as well as innovative financial strategies. Our flexible leasing programs leverage vendor- neutral solutions, which allow agencies to upgrade their technology with the best equipment available – regardless of manufacturer.

The following are some of the benefits of Insight's leasing program:

- **Conserve Capital:** With an Insight Operating Lease, an agency's cash remains untouched and available for other uses.
- **Finance Hardware, Software and Services:** Leasing allows an agency to finance the entire solution—hardware, software and peripherals—as well as soft costs like service and installation. Agencies make a single monthly lease payment for all their needs.
- **Stretch Your Budget:** Many agencies struggle to balance the need for new technology with budget constraints. Leasing helps stretch budget dollars with monthly payments that are often lower than purchase installments.
- **Unmatched Flexibility:** Leasing provides unmatched flexibility to tailor a program to meet an agency's individual financing needs. Insight offers a wide range of programs and options to meet specific cash flow requirements.
- **Minimize Risk:** When an agency purchases computer equipment, they run the risk of owning technology that rapidly becomes obsolete. Leasing through Insight makes upgrading or adding on to technology easy.
- **Simple process:** A simple, one-page application is usually all that's needed.
 - Approvals are usually accomplished within four (4) hours, depending on the size of the transaction and whether all submitted information is correct and complete.
 - Installation and service fees can be included in the lease as well as the first year maintenance contract.
 - Software and other soft costs can be added to the lease.
 - Software-only leases are available at special rates.
 - Simple equipment add-on programs are available throughout the term of the lease.



Insight's onsite leasing team is ready to assist our U.S. Communities clients with their Insight lease transactions. We handle all credit submissions, documentation and lease order processing in-house to make sure everything is done swiftly and correctly.

Insight has provided copies of the Master Lease Agreement and Notice of Acknowledgement of Assignments that are in place under Insight's current U.S. Communities contract. Insight will work with Fairfax County and U.S. Communities to update these documents upon any contract award.

5.9. REPORTING REQUIREMENTS

5.9.1. **Monthly Reports:** The Offeror shall furnish electronic monthly reports to the County and Participating Public Agency, to include the following information:

- New product information;
- Price sheets showing price decreases on discontinued Products;
- Decreases on manufacturer's prices on Products still to be manufactured;
- System upgrades;
- Current pricing and Product lists;
- Software upgrades; and
- Special sales or promotions.

As reporting needs may change during the term of the Agreement, the County and Participating Public Agency reserve the right to request changes to the timing and content of the reports as well as additional reports.

Response: In reviewing 5.9.1 and the related questions and answers provided by the County in Addendum 2, we believe there are four distinct areas the County would like addressed. We have chosen to break out each of those areas to ensure clarity within our response.

1.) **Original Report Request:**

Insight has an active product catalog of 1,250,000 unique and distinct products from more than 10,000 different manufacturers and publishers. Insight can and will, as required, provide the report as described in 5.9.1. to the County and other Participating Public Agencies. Having said that, given the volume of change records that would be submitted monthly because of the size of the product catalog involved, we believe this report would not fulfill the County's needs. Insight's proposed contract pricing will be dynamically updated through Insight's ERP systems and agencies can always look to our dedicated U.S. Communities contract website to see up-to-the-minute product pricing and product details.

For purposes of demonstrating this functionality, we have created the following demo site where you can review our product catalog and up-to-the minute pricing: <http://www.ips.insight.com/fairfaxrfp>. Simply click on "View Contract Pricing". From here, users can search for products and immediately see the market-driven, value-based contract pricing.

We absolutely believe in the value of providing relevant pricing and product information to our clients, and we proactively work with them to make sure they have access to information about their specific IT environments and the manufacturers, products and programs that encompass that environment. Please see the next section of our response for how we help our clients manage the ever-changing nature of technology.

2.) **Product Lifecycle Management:**

As a trusted advisor to our clients, our primary goal is to help you. With our deep and broad relationships within the manufacturing community, we will work with the County and other Participating Public Agencies to help them develop intelligent solutions to their unique challenges. Specific to managing standards within an organization, we offer a variety of methodologies to help our clients understand, adjust and plan for changes within technology. From proactive communication about forthcoming lifecycle changes from our inside sales teams, to consultative engagements with our consultants, we help our clients navigate the ever-evolving nature of technology. We help them react to today's needs, while preparing for the future, and our product and services portfolios are ever-evolving to enhance our value to our clients. Our sales teams will work with our clients via Quarterly Business Reviews, on projects, and as part of our continuing communication practices to help them understand and prepare for change. As every client works with Insight on different technology solutions and areas, our sales teams will work with each client to determine the best communication approach for their needs. This most definitely includes proactive communication regarding changes to our clients' standards and highlights any possible cost-savings that may occur through end of life product acquisition efforts.

3.) **Price Lists:**

Given the vast nature of our product catalog, Insight offers a variety of means to provide contractual pricing information to our clients if they so wish. Our website offers our clients complete control of what specific products and manufacturers their users see once they are logged in. Further, we can provide information on standardized products online across all users from a specific client. We can provide an Excel (or other format) price list if so needed, and we can connect directly to them through a B2B/EDI connection. We work with clients every day to meet their price list needs and have a proven track record with U.S. Communities of meeting our client's needs in this area.

4.) **Price Decreases:**

Insight's systems are dynamically linked with all major manufacturers, publishers and distributors. The nature of these data linkages ensures that Insight receives real-time data feeds. This design means we automatically receive and incorporate any pricing changes into our own ERP system and databases. Pricing within our ERP is real-time and dynamic so that the most current pricing information is always

available. The very nature of our industry and competition mandates this approach to pricing.

5.9.2. Quarterly Reports: The Offeror shall furnish electronic quarterly usage reports showing a summary of the ordering and/or history of the County and each Participating Public Agency department for the previous quarter to the County and Participating Public Agency. The report must show at a minimum, purchase order number, description, part number, serial number, quantity, order number, cost, order date, ship date, total quantity of each item ordered during the period, the reporting period. The County and Participating Public Agency reserves the right to request additional information, if required, when reviewing such data.

Response: As an existing U.S. Communities contract holder our Compliance department has successfully provided both contract and client-level reporting under the current contract to U.S. Communities, the County and other Participating Public Agencies, as requested, since 2009.

Specific to this response, Insight would be delighted to work with the County and any other Participating Public Agency to provide access to the various web reporting tools available through our website, as well as furnish customized reporting to them via Excel or other formats, on any frequency desired. We have standard reporting templates that clients can elect to use if they wish, or we will gladly put our data into our clients' required templates. Roughly 75% of our contract-related reporting is customized to match our clients' needs, and we have developed a robust infrastructure and processes to ensure we meet our clients' needs in this area.

5.9.3. Environmental Reporting Requirements: Upon request, the Offeror shall furnish periodic environmental impact reports (i.e. usage, disposal, environmental impact, energy efficiency, changes in manufacturing techniques, etc.) with respect to the Products and Services.

Response: Insight would be delighted to work with the County and any other Participating Public Agency to provide, upon request, environmental impact reports for any products or services procured through our U.S. Communities contract. Our product catalog identifies commonly used environmental values, such as Energy Star and EPEAT for client and reporting use.

5.10. SUPPORT AND MAINTENANCE:

Each Offeror must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs must be quoted and shall include but not be limited to:

- Error or defect correction;
- Updates;
- Telephone assistance; and
- Service hours and response times.

Response: Insight offers all our manufacturer partners' maintenance support plans which include emergency and non-emergency schedules, periodic routine schedules and routine maintenance. Insight also offers a variety of maintenance

support services including Help Desk/Call Management, National Repair Center, Asset Disposition and Trade-In, Remarketing, and more.

We have provided brief overviews of a sampling of these services below:

National Repair Center

Our National Repair Center's flexible programs let agencies choose the level of service they need in order to gain the most value and financial return from their hardware investments.

- Hot spare replacements
- Asset retrieval, refurbishment, redeployment and disposal
- End-of-lease processing
- Hardware upgrade program
- Help Desk/Solution Delivery Center
- Insight offers support for our clients on all service projects, programs, dispatch and technical support
- 24/7 support whenever its needed

Trade-In and Remarketing Programs

Insight gives agencies options for managing their IT lifecycle more efficiently. Trade-in and remarketing programs allow using the value of existing assets to make new technology acquisitions more affordable. Insight can also help safely and responsibly dispose of the systems that promise no economic return. Insight offers refurbishment and redeployment services that provide cost-effective options for meeting growing user populations without buying new systems. Insight's "partnership strategy" allows agencies to generate revenue from obsolete equipment. If there is any value in the retired computer equipment, Insight provides all the logistics to ensure that the retrieval process minimizes costs. We will provide trade-in numbers and a remarketing approach for marketable equipment. Insight can also hold equipment for later redeployment to other locations.

EPA-Compliant Asset Disposition

Insight has a customized asset disposition program that gives agencies the greatest economic return and cost efficiencies to asset disposition challenges. The Insight team offers an easy and comprehensive asset disposition program that not only gives the greatest value for existing equipment but peace of mind that data security and systems disposition requirements are in full compliance. Insight's staff is educated on the latest EPA mandates on proper computer equipment disposal. Insight recycles and disposes of non-working or obsolete equipment in an environmentally and regulatory compliant manner. Certificates of Destruction can be provided as proof of regulatory disposal. Detailed reports listing equipment and serial numbers simplify management and reporting. We will erase all data from equipment and provide Certificates of Erasure as required.

5.11. REPRESENTATIONS AND WARRANTIES:

The Offeror represents, warrants and covenants that:

- 5.11.1. The Products and Services shall satisfy all requirements set forth in the Agreement, including but not limited to any Appendices;

Response: Insight has read, understands and will comply.

- 5.11.2. All work performed by the Offeror and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

Response: Insight has read, understands and will comply.

- 5.11.3. Neither the Products and Services nor any software or hardware provided by the Offeror under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

Response: Insight has read, understands and will comply.

- 5.11.4. The Offeror has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Offeror;

Response: Insight has read, understands and will comply.

- 5.11.5. All software and documentation provided by the Offeror or its subcontractors will have sufficient information and capabilities to enable the County to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products; and

Response: Insight has read, understands and will comply.

- 5.11.6. All software and documentation provided by the Offeror or its subcontractors will have sufficient information to enable the County to create an index containing the following information with respect to each database used by the Products without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The Offeror agrees that the information set forth in the preceding sentence constitutes a public record and may be disclosed by the County without the Offeror's consent.

Response: Insight has read, understands and will comply.

5.12. BACKGROUND CHECKS:

The Offeror will provide proof and results of background checks (email or hard copy to an authorized Fairfax County representative) at the Offerors expense for Offeror and Offeror related personnel who work in a County owned/leased/rented facility. Background checks should be performed annually and include:

1. Social Security Number (SSN) – Trace and Verification
2. US Department of Treasury – SDN List and OFAC Sanctions Program
3. US Department of Justice – National Sex Offender Registry
4. Criminal Records – Felony conviction in last ten (10) years
5. Drug screening – Fairfax County is a Drug Free Zone.

Response: Insight requires applicants to undergo a series of steps prior to being made an offer of employment. This includes a completed job application, right to work documentation, background investigation, and drug test. As a standard practice, Insight conducts pre-hire background checks and drug testing on all new employees. Background checks and drug testing are performed after the candidate accepts an offer with us and prior to their official employment start date.

Right to Work Documentation

Applicants who are made an offer of employment must provide appropriate documentation of their right to work in the country at issue, in compliance with the U.S. Immigration Reform and Control Act of 1986 or other applicable legislation. The Form I-9 or other required documentation must be completed, with the appropriate supporting documentation, within three days of hire for continued employment.

Background Checks

The background checks consist of the following:

- County Criminal Checks for felonies and misdemeanors going back as far as the State allows
- Social Security Trace
- Address Verification
- Motor Vehicle Registration (MVR) Check
- Terrorist Watch List (Office of Foreign Assets Control – OFAC)

Insight will conduct current background checks on any Insight or subcontractor personnel who work in a County owned/leased/rented facility, and provide proof and results of those background checks to the County.

Drug Testing

All applicants who have received conditional offers of employment with Insight will be required to undergo drug testing as a condition of employment. Any applicant who tests positive on a confirmatory test on any drug or alcohol test required by Insight and who does not timely and successfully refute the test results by explanation or retesting will not be hired and will not be reconsidered for employment until after six months, at which time they can reapply. Insight uses the 10-panel drug screening test.

Psychological/Behavioral testing

As a standard business practice, Insight does not regularly perform psychological or behavioral testing as part of our pre-screening process. Our recruiters, however, do cover behavioral types of questions during the interview process.

Reference Checks

As standard business practice, Insight reserves the right to conduct reference checks to qualify candidates.

Bonding

Insight maintains a blanket fidelity bond that covers Insight employees as well as employees of our subcontractors hired on behalf of our clients.

Prelude Response: Insight recognizes the value of consistent service and the smooth transition of processes, personnel, tools, and resources. Due to the existing six-year relationship between the County, U.S. Communities, Participating Public Agencies and Insight, we do not anticipate that U.S. Communities will require a transition/implementation timeline from Insight for the requested products and services. Because of this relationship, Insight already has the contract requirements in place today, which have been approved by U.S. Communities, allowing for a non-disruptive and seamless implementation of the new contract.

Insight would of course update our marketing plan/activities, train our national sales force on the new contract, and update our website and ERP system to the new contract.

Due to the seamlessness of the Insight transition/implementation from the old contract to new one, we have chosen to respond to the below section with a description of our new project transition process with a new client.

- **Process:** What steps will your organization take to ensure that the transition/implementation for the Project runs smoothly?

Response: Transition services are critical to prevent a loss of service to the client's end users, management and clients. The transition team will consist of the sales team, web team as well as the Project Manager and Project Coordinator that will be assigned to the County so they will be able to fully understand the requirements of the project and hit the ground running. Insight's transition management framework is built around the following methodology:

- **Transition startup:**
 - Establish transition team - Project Manager, Service Manager, Technical Engineers, etc.
 - Identify transition scope, schedule, budget and risks.
 - Solidify and communicate program/project objectives.
 - Setup communication schedule.
 - Create a project plan outlining roles & responsibilities, timelines, resource requirements, etc.
- **Partnership development and employee transition:**
 - Establish relationships with third party providers and define roles.
 - Work with management and personnel included in the transition of services.
- **Develop rollout plan:**
 - Establish baseline and create "Standard Operating Procedure" manual.
 - Identify tasks, critical success factors and conversion methods to implement the program with minimal interruption of existing service levels.
- **Communication plan development:**
 - Establish a plan to communicate changes, updates and answer questions related to the transition.
 - Create a formal communications process for ongoing communications and client satisfaction efforts.
 - Define escalation process and related communications plan.

- **Service support implementation:**
 - Define Field locations, along with service levels and escalation paths.
 - Implement consistent transition across all locations.
 - Develop a mutually agreed upon “exit strategy”.
- **Project reporting:**
 - Identify structure for reporting all critical performance criteria and service level attainment metrics.
 - Determine method for communicating improvement plans, client satisfaction, analysis of issues, etc.
- **Client satisfaction measurement:**
 - Determine key areas of measurement (professionalism, technical competency, restore time, etc.).
 - Establish a process for communicating feedback with appropriate levels of management and develop methods for improvement.
- **Transition Plan:** If applicable to the Product or Service, the Offeror shall prepare and submit to the County for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition of the Products and Services to the Offeror with minimum disruption to the County’s operations.

Response: Insight has developed a high-level, implementation/transition plan for the products and services described in this document. This plan will serve as the foundation for a more detailed transition plan that will be created once Insight is selected as the County’s reseller. Part of the development of the final transition plan will take place with Insight and the County to determine the most effective implementation schedule (taking into consideration the County’s specific needs) and identifying roles and responsibilities for both Insight and the County to ensure that the transition is successful. The intent of the base plan is to highlight the key activities that must be completed during the transition for project success.

Insight’s overall transition plan involves seven (7) primary phases. These phases are:

- Transition start-up
- Partnership development and employee transition
- Transition plan roll-out
- Communication plan development
- Service support implementation
- Project reporting
- Customer satisfaction measurement

Insight will be able to provide a detailed timeline prior to providing the requested products and services. In many cases, Insight can transition components such as procurement of products immediately but other services components can be added during service support implementation.

Insight has the deployment experience, knowledge, and resources to successfully transition projects to Insight. Our systems and processes for moving an account of

the County's magnitude to Insight are already in place and have been extensively tested. The initial set-up could be accomplished in one to two weeks, depending upon your key personnel's level of participation in the process. An overview of the transitional/implementation process has been provided below for your reference:

Upon Award of Contract	
Within 2 weeks of award	Initial meeting: Insight Account Executive ("AE") will meet with County Procurement Services personnel to discuss their specific business requirements. The AE will gather information to understand the County's current and future procurement requirements, reporting requirements, and any specific training needed regarding our online order management system. The Insight AE will introduce the County to the website for the benefit of online pricing, ordering, order tracking, and reporting. The AE will provide the County with their Insight Account Management team contact information. Website: Insight's e-Services team will create a customizable web site for the County that may be accessed by all authorized participants. Marketing: The Insight Account Management team will send the Insight contact information via email to all the County contact points.

Ongoing Account Team Meetings	
30 days	Follow-up meeting: Insight's AE will conduct a 30-day follow up meeting to discuss our performance and ensure we are meeting the County's requirements. The AE will discuss any training needed on our online systems and answer any questions regarding the implementation. Webinar Series: A free online webinar series on the order management system is available to County personnel who participate in procuring and managing software via the online system. Reporting: A wide variety of purchase activity reports are available online to track purchases in summary and detailed formats. Reports can also be automatically emailed at regularly scheduled intervals.
90 days & ongoing	Quarterly Business Reviews: Recurring every 90 days, the Insight AE will conduct quarterly onsite meetings to answer any program or contract questions,

Ongoing Account Team Meetings	
	discuss our performance to ensure ongoing satisfaction with our services, and discuss cost-saving opportunities that may be of interest to the County. Reporting: A wide variety of purchase activity reports are available online to track purchases in summary and detailed formats. Reports can also be automatically emailed at regularly scheduled intervals.

Upon notification that Insight has been selected to provide the products and services described in this document, Insight welcomes the opportunity to discuss specific transition/implementation requirements.

- **Project Plan:** Submit a Project Plan (preferably in MS Project format) to describe, to the best of your ability, all times, tasks and resources associated with the implementation of the Project.

Response: At the end of this tabbed section, Insight has submitted a sample Project Plan. Upon award and contract execution, Insight will work with the County to provide a customized project plan based on the services being delivered to the County.

- **Client Relationship Management:** Describe the communications scheme that your organization will use to keep the County informed about the progress of the Project.

Response: Insight acknowledges that more frequent face-to-face meetings will be necessary during the transition period. Such meetings are viewed by Insight as a necessary step of doing business.

- **Communication plan development includes:**

- Establish a plan to communicate changes, updates and answer questions related to the transition.
- Create a formal communications process for ongoing communications and client satisfaction efforts.
- Define escalation process and related communications plan.

- **Project reporting:**

- Identify structure for reporting all critical performance criteria and service level attainment metrics.
- Determine method for communicating improvement plans, client satisfaction, analysis of issues, etc.

- **Client satisfaction measurement:**

- Determine key areas of measurement (professionalism, technical competency, restore time, etc.).
- Establish a process for communicating feedback with appropriate levels of management and develop methods for improvement.

Risk Management: Describe the risks associated with the Project or associated Agreement. What contingencies have been built in to mitigate those risks?

Response: As part of our risk management strategy, Insight will take periodic pauses in the process to evaluate the effectiveness of the changes. The goal is to analyze all plans and changes to determine if our intended estimations align with our actual results. The County survey data and SLA data will also be included in this assessment phase. Insight will take a 15-day period to assess each change, management plan, and process for their outcomes. Data from the analysis will be used to collaborate with the County to refine management plans and a retention, release and redeployment plan.

Insight will also use this time to attend to any additional training needs to our teammates working in new roles and normalize the new environment.

Insight Public Sector, Inc.

U.S. Communities - RFP # 2000001701

Boards

Insight Public Sector, Inc.

CE Options - Accessories

Product availability is subject to change without notice. Please contact Insight at (800) 546-0578.

[illegible]

U.S. Communities - RFP # 2000001701 Product availability is subject to change without notice. Please contact Insight at (800) 546-0578. Insight Public Sector, Inc.

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Product Category			
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Insight Public Sector, Inc.

Insight Public Sector, Inc.

Product availability is subject to change without notice. Please contact Insight at (800) 546-0578.

Insight Public Sector, Inc.

U.S. Communities - RFP # 2000001701

Product Category			
Cloud-Remote Backup - Delivery			
Cloud-Remote Backup - FS			
Cloud-SharePoint - Delivery			
Cloud-SharePoint - FS			
Cloud-Web Conf -Delivery			
Cloud-Web Conf -FS			
Cloud-Web Sec -Delivery			
Cloud-Web Sec -FS			
Communication - Answering Machines/Caller ID			
Communication - GPS Kits			
Communication - GPS Receivers			
Communication - GPS Software			
Communication - Mobile Phones			
Communication - Pagers			
Communication - Telephones			

Insight Public Sector, Inc.

Datacom Hardware	
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Product Category			
Product Category			
Depot Repair			
Electronic Services			
Enterprise Systems			
ESA Fees			
Field Service			
Help Desk Services			
HP ASP			
Input Devices			
Input Devices - Bar Code Readers			

Insight Public Sector, Inc.

Product Category			
Electronics	Smartphones	Android Smartphones	Apple iPhones
	Tablets	Android Tablets	Apple iPads
	Smart TVs	Android TVs	Apple TV
	Laptops	Android Laptops	Apple MacBooks
	Smart Home Devices	Android Smart Home	Apple HomeKit
	Wearables	Android Wearables	Apple Watch
	Smart Speakers	Android Smart Speakers	Apple HomePod
	Smart Locks	Android Smart Locks	Apple HomeKit Locks
	Smart Thermostats	Android Smart Thermostats	Apple HomeKit Thermostats
	Smart Lighting	Android Smart Lighting	Apple HomeKit Lighting
Automotive	Electric Vehicles	Android EVs	Apple EVs
	Hybrid Vehicles	Android Hybrids	Apple Hybrids
	Smart Cars	Android Smart Cars	Apple Smart Cars
	Autonomous Vehicles	Android AVs	Apple AVs
	Smart Navigation	Android Navigation	Apple Navigation
	Smart Parking	Android Parking	Apple Parking
	Smart Insurance	Android Insurance	Apple Insurance
	Smart Maintenance	Android Maintenance	Apple Maintenance
	Smart Safety	Android Safety	Apple Safety
	Smart Connectivity	Android Connectivity	Apple Connectivity
Health & Wellness	Smart Scales	Android Scales	Apple Scales
	Smart Blood Pressure Monitors	Android BP Monitors	Apple BP Monitors
	Smart Heart Rate Monitors	Android HR Monitors	Apple HR Monitors
	Smart Sleep Trackers	Android Sleep Trackers	Apple Sleep Trackers
	Smart Yoga Mats	Android Yoga Mats	Apple Yoga Mats
	Smart Running Shoes	Android Running Shoes	Apple Running Shoes
	Smart Meditation Apps	Android Meditation Apps	Apple Meditation Apps
	Smart Fitness Trackers	Android Fitness Trackers	Apple Fitness Trackers
	Smart Nutrition Trackers	Android Nutrition Trackers	Apple Nutrition Trackers
	Smart Mental Health Apps	Android Mental Health Apps	Apple Mental Health Apps
Education	Smart Textbooks	Android Textbooks	Apple Textbooks
	Smart Notebooks	Android Notebooks	Apple Notebooks
	Smart Calculators	Android Calculators	Apple Calculators
	Smart Flashcards	Android Flashcards	Apple Flashcards
	Smart Learning Apps	Android Learning Apps	Apple Learning Apps
	Smart Tutoring Systems	Android Tutoring Systems	Apple Tutoring Systems
	Smart Language Learning	Android Language Learning	Apple Language Learning
	Smart Math Tools	Android Math Tools	Apple Math Tools
	Smart Science Tools	Android Science Tools	Apple Science Tools
	Smart History Tools	Android History Tools	Apple History Tools
Finance	Smart Budgeting Apps	Android Budgeting Apps	Apple Budgeting Apps
	Smart Investment Apps	Android Investment Apps	Apple Investment Apps
	Smart Tax Calculators	Android Tax Calculators	Apple Tax Calculators
	Smart Retirement Planning	Android Retirement Planning	Apple Retirement Planning
	Smart Credit Score Monitors	Android Credit Score Monitors	Apple Credit Score Monitors
	Smart Loan Repayment	Android Loan Repayment	Apple Loan Repayment
	Smart Insurance Policies	Android Insurance Policies	Apple Insurance Policies
	Smart Financial Planning	Android Financial Planning	Apple Financial Planning
	Smart Asset Management	Android Asset Management	Apple Asset Management
	Smart Debt Management	Android Debt Management	Apple Debt Management

Insight Public Sector, Inc.

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Input Devices - PC/Network Cameras

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Learning Resources - Training Courses

[illegible]

[illegible]

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Networking - Concentrator/Multiplexer			
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Insight Public Sector, Inc.

Networking - Modems

Networking - Network Accessories

Insight Public Sector, Inc.

Product Category

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U.S. Communities - RFP # 2000001701 Product availability is subject to change without notice. Please contact Insight at (800) 546-0578. Insight Public Sector, Inc.

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Networking - Network Devices

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Networking - Network Service/Support

[illegible]

Networking - Video Conferencing			
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Insight Public Sector, Inc.

Notebooks

Insight Public Sector, Inc.

Insight Public Sector, Inc.

Insight Public Sector, Inc.

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Output Devices - Output Cables

Output Devices - Output Service/Support

Insight Public Sector, Inc.

Insight Public Sector, Inc.

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PC/NB/SVR Accy

PDA Accessories

Insight Public Sector, Inc.

Insight Public Sector, Inc.

Product Category			
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Services - Advanced Integration			
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Services - Asset Management			
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Services - Cloud Services			
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Insight Public Sector, Inc.

U.S. Communities - RFP # 2000001701

Insight Public Sector, Inc.

Insight Public Sector, Inc.

Product Category

Electronics	Smartphones	Smartphones
	Tablets	Tablets
	Laptops	Laptops
	Smart TVs	Smart TVs
	Smart Home Devices	Smart Home Devices
	Wearables	Wearables
	Smart Speakers	Smart Speakers
	Smart Locks	Smart Locks
	Smart Thermostats	Smart Thermostats
	Smart Lighting	Smart Lighting
	Smart Security Cameras	Smart Security Cameras
	Smart Doorbells	Smart Doorbells
	Smart Garage Door Openers	Smart Garage Door Openers
	Smart Irrigation Systems	Smart Irrigation Systems
	Smart Air Purifiers	Smart Air Purifiers
	Smart Dehumidifiers	Smart Dehumidifiers
	Smart Humidifiers	Smart Humidifiers
	Smart Air Conditioners	Smart Air Conditioners
	Smart Radiators	Smart Radiators
	Smart Boilers	Smart Boilers
	Smart Water Heaters	Smart Water Heaters
	Smart Dishwashers	Smart Dishwashers
	Smart Ovens	Smart Ovens
	Smart Freezers	Smart Freezers
	Smart Refrigerators	Smart Refrigerators
	Smart Stoves	Smart Stoves
	Smart Microwaves	Smart Microwaves
	Smart Toaster Ovens	Smart Toaster Ovens
	Smart Coffee Makers	Smart Coffee Makers
	Smart Blenders	Smart Blenders
	Smart Juicers	Smart Juicers
	Smart Food Processors	Smart Food Processors
	Smart Food Dehydrators	Smart Food Dehydrators
	Smart Food Storage Containers	Smart Food Storage Containers
	Smart Food Vacuum Sealers	Smart Food Vacuum Sealers
	Smart Food Scales	Smart Food Scales
	Smart Food Thermometers	Smart Food Thermometers
	Smart Food Cameras	Smart Food Cameras
	Smart Food Sensors	Smart Food Sensors
	Smart Food Labels	Smart Food Labels
	Smart Food Packaging	Smart Food Packaging
	Smart Food Delivery Services	Smart Food Delivery Services
	Smart Food Waste Management	Smart Food Waste Management
	Smart Food Recycling	Smart Food Recycling
	Smart Food Composting	Smart Food Composting
	Smart Food Storage Solutions	Smart Food Storage Solutions
	Smart Food Preservation	Smart Food Preservation
	Smart Food Safety	Smart Food Safety
	Smart Food Quality	Smart Food Quality
	Smart Food Traceability	Smart Food Traceability
	Smart Food Authentication	Smart Food Authentication
	Smart Food Identification	Smart Food Identification
	Smart Food Tracking	Smart Food Tracking
	Smart Food Monitoring	Smart Food Monitoring
	Smart Food Management	Smart Food Management
	Smart Food Control	Smart Food Control
	Smart Food Optimization	Smart Food Optimization
	Smart Food Innovation	Smart Food Innovation
	Smart Food Research	Smart Food Research
	Smart Food Development	Smart Food Development
	Smart Food Production	Smart Food Production
	Smart Food Distribution	Smart Food Distribution
	Smart Food Retail	Smart Food Retail
	Smart Food Wholesale	Smart Food Wholesale
	Smart Food Import/Export	Smart Food Import/Export
	Smart Food Logistics	Smart Food Logistics
	Smart Food Supply Chain	Smart Food Supply Chain
	Smart Food Demand	Smart Food Demand
	Smart Food Forecasting	Smart Food Forecasting
	Smart Food Analytics	Smart Food Analytics
	Smart Food Insights	Smart Food Insights
	Smart Food Trends	Smart Food Trends
	Smart Food Opportunities	Smart Food Opportunities
	Smart Food Challenges	Smart Food Challenges
	Smart Food Solutions	Smart Food Solutions
	Smart Food Future	Smart Food Future
	Smart Food Vision	Smart Food Vision
	Smart Food Mission	Smart Food Mission
	Smart Food Values	Smart Food Values
	Smart Food Principles	Smart Food Principles
	Smart Food Ethics	Smart Food Ethics
	Smart Food Sustainability	Smart Food Sustainability
	Smart Food Responsibility	Smart Food Responsibility
	Smart Food Transparency	Smart Food Transparency
	Smart Food Accountability	Smart Food Accountability
	Smart Food Integrity	Smart Food Integrity
	Smart Food Honesty	Smart Food Honesty
	Smart Food Trust	Smart Food Trust
	Smart Food Credibility	Smart Food Credibility
	Smart Food Reliability	Smart Food Reliability
	Smart Food Consistency	Smart Food Consistency
	Smart Food Accuracy	Smart Food Accuracy
	Smart Food Precision	Smart Food Precision
	Smart Food Detail	Smart Food Detail
	Smart Food Thoroughness	Smart Food Thoroughness
	Smart Food Completeness	Smart Food Completeness
	Smart Food Finality	Smart Food Finality
	Smart Food Closure	Smart Food Closure
	Smart Food Resolution	Smart Food Resolution
	Smart Food Conclusion	Smart Food Conclusion
	Smart Food Summary	Smart Food Summary
	Smart Food Overview	Smart Food Overview
	Smart Food Introduction	Smart Food Introduction
	Smart Food Background	Smart Food Background
	Smart Food Context	Smart Food Context
	Smart Food Environment	Smart Food Environment
	Smart Food Situation	Smart Food Situation
	Smart Food Circumstances	Smart Food Circumstances
	Smart Food Conditions	Smart Food Conditions
	Smart Food Factors	Smart Food Factors
	Smart Food Elements	Smart Food Elements
	Smart Food Components	Smart Food Components
	Smart Food Parts	Smart Food Parts
	Smart Food Pieces	Smart Food Pieces
	Smart Food Sections	Smart Food Sections
	Smart Food Divisions	Smart Food Divisions
	Smart Food Segments	Smart Food Segments
	Smart Food Subdivisions	Smart Food Subdivisions
	Smart Food Subsections	Smart Food Subsections
	Smart Food Subparts	Smart Food Subparts
	Smart Food Subelements	Smart Food Subelements
	Smart Food Subcomponents	Smart Food Subcomponents
	Smart Food Subparts	Smart Food Subparts
	Smart Food Subpieces	Smart Food Subpieces
	Smart Food Subsections	Smart Food Subsections
	Smart Food Subdivisions	Smart Food Subdivisions
	Smart Food Segments	Smart Food Segments
	Smart Food Subdivisions	Smart Food Subdivisions
	Smart Food Subsections	Smart Food Subsections
	Smart Food Subparts	Smart Food Subparts

Services - Warranty Physical

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Product Category			
Electronics	Smartphones	Apple iPhone 15 Pro Max	Samsung Galaxy S24 Ultra
	Smartphones	Google Pixel 8 Pro	OnePlus 12
	Smartphones	Xiaomi 14 Pro	Huawei P50 Pocket
	Smartphones	Motorola Edge 40 Pro	Nokia 9260
	Smartphones	OPPO Find N5	Vivo X Fold3
	Smartphones	Honor Magic6 Pro	Realme GT5 Pro
	Smartphones	Nothing Phone 3	Asus ROG Phone 8
	Smartphones	Fairphone 8	BlackBerry KEY2
	Smartphones	Alcatel 120	Motorola Moto G Power
	Smartphones	BlackBerry KEY3	Motorola Moto G Stylus
Laptops	Ultrabooks	Apple MacBook Pro 16-inch	Dell XPS 17
	Ultrabooks	Microsoft Surface Laptop 5	HP Spectre x360
	Ultrabooks	Lenovo Yoga 9i	Acer Swift 7
	Ultrabooks	ASUS ZenBook 14	MSI Prestige 14
	Ultrabooks	HP Elite Dragonfly	Lenovo ThinkPad X1 Carbon
	Ultrabooks	Microsoft Surface Pro 9	ASUS ROG Zephyrus G14
	Ultrabooks	Apple MacBook Air 15-inch	Dell Inspiron 14
	Ultrabooks	Microsoft Surface Laptop Go 3	HP Pavilion x360
	Ultrabooks	Lenovo Yoga 7i	Acer Swift 5
	Ultrabooks	ASUS ZenBook 13	MSI Prestige 13
Tablets	Tablets	Apple iPad Pro 12.9-inch	Microsoft Surface Pro 9
	Tablets	Samsung Galaxy Tab S9 Ultra	Lenovo Yoga 9i
	Tablets	Google Pixel Tablet	ASUS ZenPad 3S
	Tablets	Xiaomi Pad 6 Pro	Huawei MatePad Pro
	Tablets	Motorola Moto Tab G10	Nokia 9260
	Tablets	OPPO Pad Air	Vivo Pad
	Tablets	Honor Pad X1	Realme Pad
	Tablets	Nothing Phone 3	Asus ROG Phone 8
	Tablets	Fairphone 8	BlackBerry KEY2
	Tablets	Alcatel 120	Motorola Moto G Power
Wearables	Smartwatches	Apple Watch Series 9	Samsung Galaxy Watch6
	Smartwatches	Google Pixel Watch	OnePlus Watch
	Smartwatches	Xiaomi Watch S3	Huawei Watch GT3
	Smartwatches	Motorola Watch G	Nokia 9260
	Smartwatches	OPPO Watch 3	Vivo Watch 3
	Smartwatches	Honor Watch Magic	Realme Watch 5
	Smartwatches	Nothing Smartwatch	Asus ROG Phone 8
	Smartwatches	Fairphone 8	BlackBerry KEY2
	Smartwatches	Alcatel 120	Motorola Moto G Power
	Smartwatches	BlackBerry KEY3	Motorola Moto G Stylus
Accessories	Charging Cables	Apple Lightning to USB-C Cable	Samsung USB-C to USB-A Cable
	Charging Cables	Google Pixel USB-C to USB-A Cable	OnePlus USB-C to USB-A Cable
	Charging Cables	Xiaomi USB-C to USB-A Cable	Huawei USB-C to USB-A Cable
	Charging Cables	Motorola USB-C to USB-A Cable	Nokia USB-C to USB-A Cable
	Charging Cables	OPPO USB-C to USB-A Cable	Vivo USB-C to USB-A Cable
	Charging Cables	Honor USB-C to USB-A Cable	Realme USB-C to USB-A Cable
	Charging Cables	Nothing USB-C to USB-A Cable	Asus USB-C to USB-A Cable
	Charging Cables	Fairphone USB-C to USB-A Cable	BlackBerry USB-C to USB-A Cable
	Charging Cables	Alcatel USB-C to USB-A Cable	Motorola USB-C to USB-A Cable
	Charging Cables	BlackBerry KEY3	Motorola Moto G Stylus

Insight Public Sector, Inc.

Insight Public Sector, Inc.

Product Category			
Electronics	Smartphones	Smartphones A1	Smartphones A2
	Smartphones	Smartphones A3	Smartphones A4
	Smartphones	Smartphones A5	Smartphones A6
	Smartphones	Smartphones A7	Smartphones A8
	Smartphones	Smartphones A9	Smartphones A10
	Smartphones	Smartphones A11	Smartphones A12
	Smartphones	Smartphones A13	Smartphones A14
	Smartphones	Smartphones A15	Smartphones A16
	Smartphones	Smartphones A17	Smartphones A18
	Smartphones	Smartphones A19	Smartphones A20
	Smartphones	Smartphones A21	Smartphones A22
	Smartphones	Smartphones A23	Smartphones A24
	Smartphones	Smartphones A25	Smartphones A26
	Smartphones	Smartphones A27	Smartphones A28
	Smartphones	Smartphones A29	Smartphones A30
	Smartphones	Smartphones A31	Smartphones A32
	Smartphones	Smartphones A33	Smartphones A34
	Smartphones	Smartphones A35	Smartphones A36
	Smartphones	Smartphones A37	Smartphones A38
	Smartphones	Smartphones A39	Smartphones A40
Electronics	Smartphones	Smartphones A41	Smartphones A42
	Smartphones	Smartphones A43	Smartphones A44
	Smartphones	Smartphones A45	Smartphones A46
	Smartphones	Smartphones A47	Smartphones A48
	Smartphones	Smartphones A49	Smartphones A50
	Smartphones	Smartphones A51	Smartphones A52
	Smartphones	Smartphones A53	Smartphones A54
	Smartphones	Smartphones A55	Smartphones A56
	Smartphones	Smartphones A57	Smartphones A58
	Smartphones	Smartphones A59	Smartphones A60
	Smartphones	Smartphones A61	Smartphones A62
	Smartphones	Smartphones A63	Smartphones A64
	Smartphones	Smartphones A65	Smartphones A66
	Smartphones	Smartphones A67	Smartphones A68
	Smartphones	Smartphones A69	Smartphones A70
	Smartphones	Smartphones A71	Smartphones A72
	Smartphones	Smartphones A73	Smartphones A74
	Smartphones	Smartphones A75	Smartphones A76
	Smartphones	Smartphones A77	Smartphones A78
	Smartphones	Smartphones A79	Smartphones A80
Electronics	Smartphones	Smartphones A81	Smartphones A82
	Smartphones	Smartphones A83	Smartphones A84
	Smartphones	Smartphones A85	Smartphones A86
	Smartphones	Smartphones A87	Smartphones A88
	Smartphones	Smartphones A89	Smartphones A90
	Smartphones	Smartphones A91	Smartphones A92
	Smartphones	Smartphones A93	Smartphones A94
	Smartphones	Smartphones A95	Smartphones A96
	Smartphones	Smartphones A97	Smartphones A98
	Smartphones	Smartphones A99	Smartphones A100
	Smartphones	Smartphones A101	Smartphones A102
	Smartphones	Smartphones A103	Smartphones A104
	Smartphones	Smartphones A105	Smartphones A106
	Smartphones	Smartphones A107	Smartphones A108
	Smartphones	Smartphones A109	Smartphones A110
	Smartphones	Smartphones A111	Smartphones A112
	Smartphones	Smartphones A113	Smartphones A114
	Smartphones	Smartphones A115	Smartphones A116
	Smartphones	Smartphones A117	Smartphones A118
	Smartphones	Smartphones A119	Smartphones A120
Electronics	Smartphones	Smartphones A121	Smartphones A122
	Smartphones	Smartphones A123	Smartphones A124
	Smartphones	Smartphones A125	Smartphones A126
	Smartphones	Smartphones A127	Smartphones A128
	Smartphones	Smartphones A129	Smartphones A130
	Smartphones	Smartphones A131	Smartphones A132
	Smartphones	Smartphones A133	Smartphones A134
	Smartphones	Smartphones A135	Smartphones A136
	Smartphones	Smartphones A137	Smartphones A138
	Smartphones	Smartphones A139	Smartphones A140
	Smartphones	Smartphones A141	Smartphones A142
	Smartphones	Smartphones A143	Smartphones A144
	Smartphones	Smartphones A145	Smartphones A146
	Smartphones	Smartphones A147	Smartphones A148
	Smartphones	Smartphones A149	Smartphones A150
	Smartphones	Smartphones A151	Smartphones A152
	Smartphones	Smartphones A153	Smartphones A154
	Smartphones	Smartphones A155	Smartphones A156
	Smartphones	Smartphones A157	Smartphones A158
	Smartphones	Smartphones A159	Smartphones A160
	Smartphones	Smartphones A161	Smartphones A162

Product Category			
Product 1	Product 2	Product 3	Product 4
Product 5	Product 6	Product 7	Product 8
Product 9	Product 10	Product 11	Product 12
Product 13	Product 14	Product 15	Product 16
Product 17	Product 18	Product 19	Product 20
Product 21	Product 22	Product 23	Product 24
Product 25	Product 26	Product 27	Product 28
Product 29	Product 30	Product 31	Product 32
Product 33	Product 34	Product 35	Product 36
Product 37	Product 38	Product 39	Product 40
Product 41	Product 42	Product 43	Product 44
Product 45	Product 46	Product 47	Product 48
Product 49	Product 50	Product 51	Product 52
Product 53	Product 54	Product 55	Product 56
Product 57	Product 58	Product 59	Product 60
Product 61	Product 62	Product 63	Product 64
Product 65	Product 66	Product 67	Product 68
Product 69	Product 70	Product 71	Product 72
Product 73	Product 74	Product 75	Product 76
Product 77	Product 78	Product 79	Product 80
Product 81	Product 82	Product 83	Product 84
Product 85	Product 86	Product 87	Product 88
Product 89	Product 90	Product 91	Product 92
Product 93	Product 94	Product 95	Product 96
Product 97	Product 98	Product 99	Product 100

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Product Category		
Category A	Item A1	Item A1
	Item A2	Item A2
	Item A3	Item A3
	Item A4	Item A4
	Item A5	Item A5
	Item A6	Item A6
	Item A7	Item A7
	Item A8	Item A8
	Item A9	Item A9
	Item A10	Item A10
	Item A11	Item A11
	Item A12	Item A12
	Item A13	Item A13
	Item A14	Item A14
	Item A15	Item A15
	Item A16	Item A16
	Item A17	Item A17
	Item A18	Item A18
	Item A19	Item A19
	Item A20	Item A20
	Item A21	Item A21
	Item A22	Item A22
	Item A23	Item A23
	Item A24	Item A24
	Item A25	Item A25
	Item A26	Item A26
	Item A27	Item A27
	Item A28	Item A28
	Item A29	Item A29
	Item A30	Item A30
	Item A31	Item A31
	Item A32	Item A32
	Item A33	Item A33
	Item A34	Item A34
	Item A35	Item A35
	Item A36	Item A36
	Item A37	Item A37
	Item A38	Item A38
	Item A39	Item A39
	Item A40	Item A40
Category B	Item B1	Item B1
	Item B2	Item B2
	Item B3	Item B3
	Item B4	Item B4
	Item B5	Item B5
	Item B6	Item B6
	Item B7	Item B7
	Item B8	Item B8
	Item B9	Item B9
	Item B10	Item B10
	Item B11	Item B11
	Item B12	Item B12
	Item B13	Item B13
	Item B14	Item B14
	Item B15	Item B15
	Item B16	Item B16
	Item B17	Item B17
	Item B18	Item B18
	Item B19	Item B19
	Item B20	Item B20
	Item B21	Item B21
	Item B22	Item B22
	Item B23	Item B23
	Item B24	Item B24
	Item B25	Item B25
	Item B26	Item B26
	Item B27	Item B27
	Item B28	Item B28
	Item B29	Item B29
	Item B30	Item B30
	Item B31	Item B31
	Item B32	Item B32
	Item B33	Item B33
	Item B34	Item B34
	Item B35	Item B35
	Item B36	Item B36
	Item B37	Item B37
	Item B38	Item B38
	Item B39	Item B39
	Item B40	Item B40
Category C	Item C1	Item C1
	Item C2	Item C2
	Item C3	Item C3
	Item C4	Item C4
	Item C5	Item C5
	Item C6	Item C6
	Item C7	Item C7
	Item C8	Item C8
	Item C9	Item C9
	Item C10	Item C10
	Item C11	Item C11
	Item C12	Item C12
	Item C13	Item C13
	Item C14	Item C14
	Item C15	Item C15
	Item C16	Item C16
	Item C17	Item C17
	Item C18	Item C18
	Item C19	Item C19
	Item C20	Item C20
	Item C21	Item C21
	Item C22	Item C22
	Item C23	Item C23
	Item C24	Item C24
	Item C25	Item C25
	Item C26	Item C26
	Item C27	Item C27
	Item C28	Item C28
	Item C29	Item C29
	Item C30	Item C30
	Item C31	Item C31
	Item C32	Item C32
	Item C33	Item C33
	Item C34	Item C34
	Item C35	Item C35
	Item C36	Item C36
	Item C37	Item C37
	Item C38	Item C38
	Item C39	Item C39
	Item C40	Item C40

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Product Category

Category A	Product A1	Product A2	Category B	Product B1	Product B2	Category C	Product C1	Product C2
	Product A3	Product A4		Product B3	Product B4		Product C3	Product C4
	Product A5	Product A6		Product B5	Product B6		Product C5	Product C6
	Product A7	Product A8		Product B7	Product B8		Product C7	Product C8
Category D	Product D1	Product D2	Category E	Product E1	Product E2	Category F	Product F1	Product F2
	Product D3	Product D4		Product E3	Product E4		Product F3	Product F4
	Product D5	Product D6		Product E5	Product E6		Product F5	Product F6
	Product D7	Product D8		Product E7	Product E8		Product F7	Product F8
Category G	Product G1	Product G2	Category H	Product H1	Product H2	Category I	Product I1	Product I2
	Product G3	Product G4		Product H3	Product H4		Product I3	Product I4
	Product G5	Product G6		Product H5	Product H6		Product I5	Product I6
	Product G7	Product G8		Product H7	Product H8		Product I7	Product I8
Category J	Product J1	Product J2	Category K	Product K1	Product K2	Category L	Product L1	Product L2
	Product J3	Product J4		Product K3	Product K4		Product L3	Product L4
	Product J5	Product J6		Product K5	Product K6		Product L5	Product L6
	Product J7	Product J8		Product K7	Product K8		Product L7	Product L8
Category M	Product M1	Product M2	Category N	Product N1	Product N2	Category O	Product O1	Product O2
	Product M3	Product M4		Product N3	Product N4		Product O3	Product O4
	Product M5	Product M6		Product N5	Product N6		Product O5	Product O6
	Product M7	Product M8		Product N7	Product N8		Product O7	Product O8
Category P	Product P1	Product P2	Category Q	Product Q1	Product Q2	Category R	Product R1	Product R2
	Product P3	Product P4		Product Q3	Product Q4		Product R3	Product R4
	Product P5	Product P6		Product Q5	Product Q6		Product R5	Product R6
	Product P7	Product P8		Product Q7	Product Q8		Product R7	Product R8
Category S	Product S1	Product S2	Category T	Product T1	Product T2	Category U	Product U1	Product U2
	Product S3	Product S4		Product T3	Product T4		Product U3	Product U4
	Product S5	Product S6		Product T5	Product T6		Product U5	Product U6
	Product S7	Product S8		Product T7	Product T8		Product U7	Product U8
Category V	Product V1	Product V2	Category W	Product W1	Product W2	Category X	Product X1	Product X2
	Product V3	Product V4		Product W3	Product W4		Product X3	Product X4
	Product V5	Product V6		Product W5	Product W6		Product X5	Product X6
	Product V7	Product V8		Product W7	Product W8		Product X7	Product X8
Category Y	Product Y1	Product Y2	Category Z	Product Z1	Product Z2	Category AA	Product AA1	Product AA2
	Product Y3	Product Y4		Product Z3	Product Z4		Product AA3	Product AA4
	Product Y5	Product Y6		Product Z5	Product Z6		Product AA5	Product AA6
	Product Y7	Product Y8		Product Z7	Product Z8		Product AA7	Product AA8
Category AB	Product AB1	Product AB2	Category AC	Product AC1	Product AC2	Category AD	Product AD1	Product AD2
	Product AB3	Product AB4		Product AC3	Product AC4		Product AD3	Product AD4
	Product AB5	Product AB6		Product AC5	Product AC6		Product AD5	Product AD6
	Product AB7	Product AB8		Product AC7	Product AC8		Product AD7	Product AD8
Category AE	Product AE1	Product AE2	Category AF	Product AF1	Product AF2	Category AG	Product AG1	Product AG2
	Product AE3	Product AE4		Product AF3	Product AF4		Product AG3	Product AG4
	Product AE5	Product AE6		Product AF5	Product AF6		Product AG5	Product AG6
	Product AE7	Product AE8		Product AF7	Product AF8		Product AG7	Product AG8
Category AH	Product AH1	Product AH2	Category AI	Product AI1	Product AI2	Category AJ	Product AJ1	Product AJ2
	Product AH3	Product AH4		Product AI3	Product AI4		Product AJ3	Product AJ4
	Product AH5	Product AH6		Product AI5	Product AI6		Product AJ5	Product AJ6
	Product AH7	Product						

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Product Category		
Category A	Product A1	Product A10
	Product A2	Product A11
	Product A3	Product A12
	Product A4	Product A13
	Product A5	Product A14
	Product A6	Product A15
	Product A7	Product A16
	Product A8	Product A17
	Product A9	Product A18
	Product A10	Product A19
	Product A11	Product A20
	Product A12	Product A21
	Product A13	Product A22
	Product A14	Product A23
	Product A15	Product A24
	Product A16	Product A25
	Product A17	Product A26
	Product A18	Product A27
	Product A19	Product A28
	Product A20	Product A29
	Product A21	Product A30
	Product A22	Product A31
	Product A23	Product A32
	Product A24	Product A33
	Product A25	Product A34
	Product A26	Product A35
	Product A27	Product A36
	Product A28	Product A37
	Product A29	Product A38
	Product A30	Product A39
	Product A31	Product A40
	Product A32	Product A41
	Product A33	Product A42
	Product A34	Product A43
	Product A35	Product A44
	Product A36	Product A45
	Product A37	Product A46
	Product A38	Product A47
	Product A39	Product A48
	Product A40	Product A49
	Product A41	Product A50
Category B	Product B1	Product B10
	Product B2	Product B11
	Product B3	Product B12
	Product B4	Product B13
	Product B5	Product B14
	Product B6	Product B15
	Product B7	Product B16
	Product B8	Product B17
	Product B9	Product B18
	Product B10	Product B19
	Product B11	Product B20
	Product B12	Product B21
	Product B13	Product B22
	Product B14	Product B23
	Product B15	Product B24
	Product B16	Product B25
	Product B17	Product B26
	Product B18	Product B27
	Product B19	Product B28
	Product B20	Product B29
	Product B21	Product B30
	Product B22	Product B31
	Product B23	Product B32
	Product B24	Product B33
	Product B25	Product B34
	Product B26	Product B35
	Product B27	Product B36
	Product B28	Product B37
	Product B29	Product B38
	Product B30	Product B39
	Product B31	Product B40
	Product B32	Product B41
	Product B33	Product B42
	Product B34	Product B43
	Product B35	Product B44
	Product B36	Product B45
	Product B37	Product B46
	Product B38	Product B47
	Product B39	Product B48
	Product B40	Product B49
	Product B41	Product B50
Category C	Product C1	Product C10
	Product C2	Product C11
	Product C3	Product C12
	Product C4	Product C13
	Product C5	Product C14
	Product C6	Product C15
	Product C7	Product C16
	Product C8	Product C17
	Product C9	Product C18
	Product C10	Product C19
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	Product C23	Product C32
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	Product C27	Product C36
	Product C28	Product C37
	Product C29	Product C38
	Product C30	Product C39
	Product C31	Product C40
	Product C32	Product C41
	Product C33	Product C42
	Product C34	Product C43
	Product C35	Product C44
	Product C36	Product C45
	Product C37	Product C46
	Product C38	Product C47
	Product C39	Product C48
	Product C40	Product C49
	Product C41	Product C50

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Product Category

Electronics	Smartphones	Apple iPhone 15 Pro
	Smartphones	Samsung Galaxy S24 Ultra
	Smartphones	Google Pixel 8 Pro
	Smartphones	OnePlus 12
	Smartphones	Xiaomi 14 Pro
	Smartphones	Huawei Pura 70 Ultra
	Smartphones	Oppo Find N5
	Smartphones	Vivo X100 Pro
	Smartphones	Nokia 9300
	Smartphones	Motorola Edge 40 Pro
	Smartphones	Asus ROG Phone 8
	Smartphones	Lenovo Legion Y90
	Smartphones	Honor Magic6 Pro
	Smartphones	Realme GT5 Pro
	Smartphones	Nothing Phone 3
	Smartphones	Motorola Edge 40 Neo
	Smartphones	Asus Zenfone 10
	Smartphones	Lenovo Legion Y90 5G
	Smartphones	Honor Magic6 Lite
	Smartphones	Realme GT5 Neo
	Smartphones	Nothing Phone 3 Pro
	Smartphones	Motorola Edge 40 Pro 5G
	Smartphones	Asus Zenfone 10 Pro 5G
	Smartphones	Lenovo Legion Y90 Pro 5G
	Smartphones	Honor Magic6 Pro 5G
	Smartphones	Realme GT5 Pro 5G
	Smartphones	Nothing Phone 3 5G
	Smartphones	Motorola Edge 40 Pro 5G
	Smartphones	Asus Zenfone 10 Pro 5G
	Smartphones	Lenovo Legion Y90 Pro 5G
	Smartphones	Honor Magic6 Pro 5G
	Smartphones	Realme GT5 Pro 5G
	Smartphones	Nothing Phone 3 5G
Computers	Laptops	Apple MacBook Pro 16-inch
	Laptops	Samsung Galaxy Book3 Ultra
	Laptops	Google Pixelbook Go
	Laptops	OnePlus Nord N20
	Laptops	Xiaomi Mi Notebook Pro 15.6
	Laptops	Huawei MateBook X Pro
	Laptops	Oppo Find N5
	Laptops	Vivo X100 Pro
	Laptops	Nokia 9300
	Laptops	Motorola Edge 40 Pro
	Laptops	Asus ROG Phone 8
	Laptops	Lenovo Legion Y90
	Laptops	Honor Magic6 Pro
	Laptops	Realme GT5 Pro
	Laptops	Nothing Phone 3
	Laptops	Motorola Edge 40 Neo
	Laptops	Asus Zenfone 10
	Laptops	Lenovo Legion Y90 5G
	Laptops	Honor Magic6 Lite
	Laptops	Realme GT5 Neo
	Laptops	Nothing Phone 3 Pro
	Laptops	Motorola Edge 40 Pro 5G
	Laptops	Asus Zenfone 10 Pro 5G
	Laptops	Lenovo Legion Y90 Pro 5G
	Laptops	Honor Magic6 Pro 5G
	Laptops	Realme GT5 Pro 5G
	Laptops	Nothing Phone 3 5G
	Laptops	Motorola Edge 40 Pro 5G
	Laptops	Asus Zenfone 10 Pro 5G
	Laptops	Lenovo Legion Y90 Pro 5G
	Laptops	Honor Magic6 Pro 5G
	Laptops	Realme GT5 Pro 5G
	Laptops	Nothing Phone 3 5G
Wearables	Smartwatches	Apple Watch Series 9
	Smartwatches	Samsung Galaxy Watch6 Classic
	Smartwatches	Google Pixel Watch 2
	Smartwatches	OnePlus Watch 2
	Smartwatches	Xiaomi Watch S3
	Smartwatches	Huawei Watch GT4
	Smartwatches	Oppo Watch 3
	Smartwatches	Vivo Watch 3
	Smartwatches	Nokia 9300
	Smartwatches	Motorola Watch 30
	Smartwatches	Asus ROG Phone 8
	Smartwatches	Lenovo Legion Y90
	Smartwatches	Honor Magic6 Pro
	Smartwatches	Realme GT5 Pro
	Smartwatches	Nothing Phone 3
	Smartwatches	Motorola Watch 30 Pro
	Smartwatches	Asus Zenfone 10
	Smartwatches	Lenovo Legion Y90 5G
	Smartwatches	Honor Magic6 Lite
	Smartwatches	Realme GT5 Neo
	Smartwatches	Nothing Phone 3 Pro
	Smartwatches	Motorola Watch 30 Pro 5G
	Smartwatches	Asus Zenfone 10 Pro 5G
	Smartwatches	Lenovo Legion Y90 Pro 5G
	Smartwatches	Honor Magic6 Pro 5G
	Smartwatches	Realme GT5 Pro 5G
	Smartwatches	Nothing Phone 3 5G
	Smartwatches	Motorola Watch 30 Pro 5G
	Smartwatches	Asus Zenfone 10 Pro 5G
	Smartwatches	Lenovo Legion Y90 Pro 5G
	Smartwatches	Honor Magic6 Pro 5G
	Smartwatches	Realme GT5 Pro 5G
	Smartwatches	Nothing Phone 3 5G
Home Appliances	Refrigerators	Apple iPhone 15 Pro
	Refrigerators	Samsung Galaxy S24 Ultra
	Refrigerators	Google Pixel 8 Pro
	Refrigerators	OnePlus 12
	Refrigerators	Xiaomi 14 Pro
	Refrigerators	Huawei Pura 70 Ultra
	Refrigerators	Oppo Find N5
	Refrigerators	Vivo X100 Pro
	Refrigerators	Nokia 9300
	Refrigerators	Motorola Edge 40 Pro
	Refrigerators	Asus ROG Phone 8
	Refrigerators	Lenovo Legion Y90
	Refrigerators	Honor Magic6 Pro
	Refrigerators	Realme GT5 Pro
	Refrigerators	Nothing Phone 3
	Refrigerators	Motorola Edge 40 Neo
	Refrigerators	Asus Zenfone 10
	Refrigerators	Lenovo Legion Y90 5G
	Refrigerators	Honor Magic6 Lite
	Refrigerators	Realme GT5 Neo
	Refrigerators	Nothing Phone 3 Pro
	Refrigerators	Motorola Edge 40 Pro 5G
	Refrigerators	Asus Zenfone 10 Pro 5G
	Refrigerators	Lenovo Legion Y90 Pro 5G
	Refrigerators	Honor Magic6 Pro 5G
	Refrigerators	Realme GT5 Pro 5G
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
Refrigerators	Lenovo Legion Y90 Pro 5G	
Refrigerators	Honor Magic6 Pro 5G	
Refrigerators	Realme GT5 Pro 5G	
Refrigerators	Nothing Phone 3 5G	
Refrigerators	Motorola Edge 40 Pro 5G	
Refrigerators	Asus Zenfone 10 Pro 5G	
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U.S. Communities - RFP # 2000001701 Product availability is subject to change without notice. Please contact Insight at (800) 546-0578. Insight Public Sector, Inc.

Insight Public Sector, Inc.

Software Licenses

Insight Public Sector, Inc.

Insight Public Sector, Inc.

Storage Devices - Network Storage

Insight Public Sector, Inc.

Storage Devices - Storage Adapters

[illegible]

Storage Devices - Storage Service/Support

[illegible]

Insight Public Sector, Inc.

Systems - Handhelds

U.S. Communities - RFP # 2000001701

Systems - Port Expansion

Insight Public Sector, Inc.

[illegible]

[illegible]

Insight Public Sector, Inc.

Insight Public Sector, Inc.

[illegible]

[illegible]

Systems - System Service/Support

[illegible]

Insight Public Sector, Inc.

Insight Public Sector, Inc.

U.S. Communities - RFP # 2000001701

U.S. Communities - RFP # 2000001701

Insight Public Sector, Inc.



September 10, 2015

SENT VIA EMAIL

Insight Public Sector

Re: AWS Partner Network and Channel Reseller Program Membership Confirmation

To Whom It May Concern:

This letter confirms that Insight Public Sector is a member of the AWS Partner Network (APN) and an Authorized Government Reseller. Insight Public Sector has met the technical and sales certifications as part of APN and remains in good standing.

Sincerely,

Amazon Web Services, Inc.

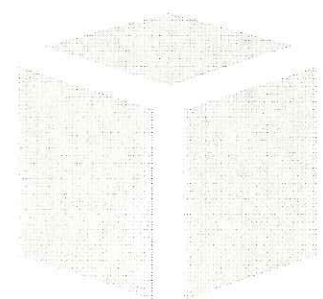
A handwritten signature in blue ink, appearing to be "Dan Kasun", written over a horizontal line.

Signature

By: Dan Kasun

Its: Sr. MGR WWPS Partners

Date: 9/10/2015





August 27, 2015

BOZENA KOSTELIC
INSIGHT DIRECT USA INC
6820 S HARL AVE
TEMPE, AZ 85283
Contract ID: 197494

Re: Authorized Status of INSIGHT DIRECT USA INC

Please accept this letter as verification that INSIGHT DIRECT USA INC is currently an Apple Authorized Government Reseller and as such, INSIGHT DIRECT USA INC is authorized to resell Apple Products to Government Customers. Unless terminated earlier, INSIGHT DIRECT USA INC's reseller authorization is valid through **04/30/2017**.

Should you have any questions regarding their authorization, please email the US Contracts Operations team at contracts@apple.com.

Sincerely,

US Contracts Operations
Apple Inc.

Apple Inc
US Contracts Operations
1 Infinite Loop, MS 318-6OPS
Cupertino, CA 95014
contracts@apple.com



Cisco Channel Partner Program

Gold Certified Partner

11/07/2014

Amy Loges
INSIGHT DIRECT USA INC
6820 S HARL AVE
Tempe Az 85283
United States

Dear Amy Loges,

Congratulations on your re-certification as a Cisco® Gold Certified Partner.

This designation demonstrates that your company has met the standards for networking competency, service and support, and customer satisfaction. It also demonstrates that you have the technical ability and product knowledge necessary to provide leading-edge Cisco solutions to your customers. We have provided a customized plaque that acknowledges your achievement and can be displayed in your place of business.

By becoming re-certified, you have strengthened your credibility among your customers, established a stronger relationship with Cisco and its sales teams, and have access to a wealth of programs and support services from Cisco. You will be recognized and promoted for your certification level and accompanying specializations on the Cisco Partner Locator tool—the first stop for many customers seeking to do business with a Cisco Certified Partner.

You also have access to the online Partner Sales and Marketing Kit at <http://www.cisco.com/go/partnerkits>, which provides links and information to the many benefits you receive for participating in the Cisco Channel Partner Program. Included in the kit are:

- Partner resources: Materials to help you promote your business, including Cisco Gold logos in various formats, logo usage guidelines, press release templates, and more
- Partner enablement tools: Tools and programs to help you promote your business, including messaging guides, training resources, and a Quick Reference Guide to Partner Enablement

A customized certificate that acknowledges your achievement is also available for a fee. Certificates or additional plaques can be ordered at <http://www.cisco.com/go/partnerkits>.

We hope the contents of this kit prove to be useful in facilitating your marketing efforts and in strengthening your partnership with Cisco. We value the level of commitment you have demonstrated and look forward to continuing a successful partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricardo Moreno".

Ricardo Moreno
Senior Director - Strategy, Planning and Programs
Cisco Worldwide Partner Organization



Citrix Partner Authorization Letter

Americas

September 16, 2015

Insight Direct Inc.
6820 S Harl Ave
Tempe, AZ 85283-4318
USA

To Whom It May Concern,

This letter is to confirm that Insight Direct Inc., Org ID 59227HQ, of Tempe, AZ is a Gold Level Citrix Solution Advisor and is authorized by Citrix to resell all Citrix Products and services offerings that are available for resell as well as associated maintenance from April 1, 2015 through March 31, 2016.

Regards,

A handwritten signature in black ink that reads "Donna Buffett". The signature is written in a cursive, flowing style.

Donna Buffett
Director, Americas Inside Channel and Operations
Citrix Systems, Inc.



September 11, 2015

Insight Direct USA, Inc.
6820 South Harl
Tempe, AZ 85283

RE: 2015 Authorization Letter

Dear Sir or Madam:

CommVault Systems, Inc. ("CommVault") as the manufacturer of CommVault-branded products and solutions, hereby confirms that Insight Direct USA, Inc. is a Channel Partner authorized to act as a reseller of the full line of CommVault products within the United States. They are currently a Platinum Partner, which is the highest tier level available within the CommVault Americas Partner Program.

Reseller is not authorized to agree to any terms or conditions on behalf of CommVault, and all products are sold subject to the terms of CommVault's end user license and limited warranty agreement.

Best regards,

A handwritten signature in dark ink, appearing to read "Scott A. Little", with a stylized flourish at the end.

Scott A. Little
Vice President, Sales

Insight
6820 S Harl Avenue
Tempe, AZ 85283



August 4, 2015

To Whom It May Concern,

For your records, as of the date of this letter **Insight** meets all business requirements to achieve Dell PartnerDirect Premier Partner status in the following competencies.

☒	Premier Partner
☒	Storage
☒	Server
☒	Networking
☐	Cloud Services & Solutions Competency – Cloud Builder
☐	Cloud Services & Solutions Competency – Cloud Provider
☐	Cloud Services & Solutions Competency – Cloud Enabler
☐	Desktop Virtualization Solutions
☒	Systems Management – Windows Server Management
☐	Systems Management – Performance Monitoring
☒	Systems Management – Endpoint Management
☐	Systems Management – Virtualization & Cloud
☒	Security – Network Security
☐	Network Security Advanced Competency
☐	Security – Identity & Access Management
☒	Data Protection
☐	Information Management – Database Management
☐	Client Solutions
☐	Workstation

Premier Partner status is the highest achievable level in the Dell PartnerDirect program and exemplifies excellence and demonstrated expertise in product sales and technical skills, processes and solutions.

As a Dell PartnerDirect Preferred Partner, **Insight** is authorized to sell Dell products and services.

If any further clarification is needed regarding **Insight's** standing in the PartnerDirect program or you wish to confirm **Insight's** status in the PartnerDirect program at a future date, please contact the Certified Partner Resource Desk at Certified_PRD@dell.com.

We look forward to continuing to grow our businesses together

Sincerely,

A handwritten signature in blue ink that reads "Michael O'Brien".

Michael O'Brien
Executive Director
Channels and Alliances



July 30, 2015

Insight Direct USA, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

To whom it may concern:

This letter is to confirm that as of the date of this letter, pursuant to the Channel Partner Reseller Agreement (the "Agreement") between EMC Corporation ("EMC") and Insight Direct USA, Inc. ("Insight"), Insight is authorized to resell EMC branded products and associated standard maintenance services, as purchased directly from EMC.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Lance", written over a horizontal line.

Steven Lance
Associate General Counsel
EMC Corporation
55 Constitution Blvd.
Franklin, MA 02038

PARTNER FINDER

[◀ Back to Partner Search](#)

INSIGHT DIRECT USA

PARTNERSHIP OVERVIEW:

Insight has strong relationships at all levels within EMC. EMC became a fully supported partner in 2009 with Sales of \$10.4M. Sales closed CY2010 at over \$12M. For 2011 EMC will combine their other companies (Data Domain, Iomega, and RSA) into one fo

PARTNER PROGRAMS & TIERS:

Authorized Federal Partner; VSPEX; Solution Provider (Gold)

SOLUTIONS:

Backup & Recovery; Content Management; Document Imaging; Enterprise-Class Storage; Governance & Archiving; Storage

SERVICES:

Services Implement

PRODUCTS:

Avamar; Celerra; Centera; Data Domain; Greenplum Data Computing Appliance; Isilon; NetWorker; PowerPath; RecoverPoint; Symmetrix; VNX; VPLEX; VMware

APPLICATIONS:

Documentum; Informix; MS Exchange; MS SQL; Oracle; SAP; SAS; Siebel; Sybase; Tivoli; VMWare

INDUSTRIES:

Construction; Consumer Products; Discrete Manufacturing; Education; Energy / Oil and Gas; Financial Services; Healthcare/Life Sciences; High Tech; Hospitality; Marketing & Publishing; Media & Entertainment; Process Manufacturing; Public Sector; Retail; Telecommunications; Transportation

HEADQUARTERS

6820 S HARL AVE

Tempe, AK, 85283, UNITED STATES



[VIEW LOCATION ON GOOGLE MAPS »](#)



September 15, 2015

To whom it may concern:

This letter confirms that Insight, headquartered at 6820 South Harl Avenue in Tempe, AZ , is an official Google Chromebooks Reseller.

If you have any questions, you can contact me at alisonsuzuki@google.com.

Regards,
Alison

Alison Suzuki
Strategic Partner Manager, Google for Education



January 24, 2015

To whom it may concern:

This letter confirms that Insight, headquartered at 6820 South Harl Avenue.
Tempe, Arizona, 85283, is an authorized Google Chrome Management Console reseller.

If you have any questions, you can contact me at rachee@google.com or 646-245-6340.

Regards,

A handwritten signature in blue ink that reads "Richard Achee".

Richard Achee
Strategic Partner Manager, Google for Education

Hewlett-Packard Company
501 Page Mill Road
Palo Alto, CA 94304
USA



hp.com

September 17, 2015

Insight Direct USA Inc
Insight Direct
6820 S HARL AVE
City, State, ZIP

To whom it may concern:

Insight Direct USA Inc is an HP Authorized Partner in the US, which includes access to all commercial products – not requiring additional authorization and includes all Open products from an authorized HP US Commercial Distributor, for resale to end user customers in the USA.

Insight Direct USA Inc holds the following additional authorizations:

HP Enterprise Storage [PLS: 3Z, 4F, U, IK, and LM]
HP Business Critical Servers [PLs: 1X, 23, TQ, and TR]
HP Enterprise Networking [I6]
HP Enterprise Storage XP PL: LN
Superdome [PL 1X/12]
HP Qualified Software [PLs 1W 33 4Y 6F 87 9N CM D9 FC FM TE TF U3]
Arcsight
Fortify
Tipping Point
Qualified Supplies Partner Program

Insight Direct USA Inc has been an HP ServiceOne Enterprise Group (EG) and Printing & Personal Systems (PPS) Delivery Partner since 4/30/2003

HP ServiceOne EG and PPS Delivery Partners are authorized to deliver warranty and HP Care Pack Services on HP Personal Systems (such as HP Business PCs or HP Commercial Notebooks), HP Imaging & Printing products (such as HP LaserJet shared printers or HP DesignJet large format printing), Industry Standard Servers, HP Storage and Networking products, provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

HP Point of Contacts for Partner Authorization verification are listed below:

Rebeca Vargas: HPContractsComplianceSupport@hp.com / 1-888-629-6914
Jason Holgreen: HPContractsComplianceSupport@hp.com / 1-888-629-6914

Customers can also locate or confirm partners through the HP Partner Locator at <http://www8.hp.com/us/en/store-finder/index.do>

Sincerely,

A handwritten signature in black ink, appearing to read 'Rebeca Vargas', written over a horizontal line.

Rebeca Vargas.
Hewlett-Packard Company
Americas Contracts and Profiling Operations Manager.

Certificate Of Partnership



09/17/2015

INSIGHT DIRECT

UNITED STATES

Is a member of the **HP PartnerOne program** and currently holds the membership and specializations below:

Platinum

HP Direct Response Partner EG

HP Platinum Printing and Computing Partner

Gold

HP Gold ArcSight Specialist

HP Gold Fortify Specialist

HP Gold Managed Print Specialist

HP Gold TippingPoint Specialist

HP PartnerOne Gold Partner PPS Supplies

A handwritten signature in black ink, appearing to read 'Jeremiah Jenson'.

Jeremiah Jenson

Vice President
Americas Channel Sales
HP Enterprise Group

A handwritten signature in black ink, appearing to read 'David Lary'.

David Lary

Vice President
Partner Development & Programs
PPS Americas

A handwritten signature in black ink, appearing to read 'Harry Gould'.

Harry Gould

Vice President
Channels & Enablement
HP Software Americas



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11/6/2014

To Whom It May Concern:

As of November 2014 Insight Enterprises, Inc. (Insight) holds the following MS authorizations:

- LSP (Licensing Solutions Provider) - allowing Insight to offer the Microsoft Select volume licensing program to end customers
- ESA (Enterprise Software Advisor) - allowing Insight to service and support Microsoft Enterprise Agreements
- ADR (Authorized Device Reseller) - allowing Insight to offer Microsoft devices
- AER (Authorized Education Reseller) - allowing Insight to offer Microsoft academic products to education customers
- SPLA (Service Provider Licensing Agreement) - allowing Insight to offer Microsoft Hosted License Agreements
- GSA Schedule Holder GS-35F-0009U

In addition to reseller authorizations noted above, Insight is a Microsoft Gold Certified Partner. Microsoft Gold Certified Partners are the elite Microsoft Business Partners who earn the highest customer endorsement. Microsoft Gold Certified Partners have passed the highest level of requirements from Microsoft and have demonstrated the most robust, efficient and scalable implementations of Microsoft technologies in demonstrated enterprise customer deployments or an on-site Microsoft assessment. Insight is a Microsoft Gold Certified Partner with expertise in the following tracks:

- Microsoft Gold Certified Partner for Collaboration and Content
- Microsoft Gold Certified Partner for Communications
- Microsoft Gold Certified Partner for Datacenter
- Microsoft Gold Certified Partner for Identity and Access
- Microsoft Gold Certified Partner for Messaging
- Microsoft Gold Certified Partner for Midmarket Solution Provider
- Microsoft Gold Certified Partner for Software Asset Management
- Microsoft Gold Certified Partner for Volume Licensing
- Microsoft Silver Certified Partner for Cloud Platform
- Microsoft Silver Certified Partner for Cloud Productivity
- Microsoft Silver Certified Partner for CRM
- Microsoft Silver Certified Partner for Data Analytics
- Microsoft Silver Certified Partner for Data Platform
- Microsoft Silver Certified Partner for Devices and Deployment
- Microsoft Silver Certified Partner for Small and Midmarket Cloud Solutions

Regards,

Tasha Lowell

Tasha Lowell
Microsoft Senior Partner Operations Manager



www.netapp.com

703.918.7200 Tel
703.918.7301 Fax

1921 Gallows Road
Suite 600
Vienna, VA 22182

September 14, 2015

Erica Falchetti
Insight Public Sector Inc.
6820 South Harl Ave
Tempe, AZ 85283

REF: Letter of Authority for Insight Public Sector, Inc., U.S. Communities RFP #2000001701

Dear Ms. Falchetti,

NetApp, Inc. ("NetApp") affirms that **Insight Public Sector Inc. ("Insight")** is an authorized reseller of NetApp products and services in the SLED market. **Insight** is a NetApp Star Partner.

NetApp shall provide to **Insight** the products and services ("Products") listed in NetApp's North America Price List for the above-referenced **US Communities RFP #2000001701** ("Contract") beginning on the date wherein NetApp Products are added to the Contract and for the duration of the Contract and any extensions thereof, subject to the conditions below.

Insight must at all times be a NetApp reseller in good standing. If for any reason **Insight** contract with NetApp lapses or is terminated, the authorization under this letter shall immediately be revoked and **Insight** shall work to remove its listing of NetApp products and services from the Contract.

Nothing in this letter shall be construed as imposing additional terms and conditions upon NetApp in relation to **Insight's** sales of Products under the Contract; all such sales shall be governed by the terms and conditions of the reseller agreement in place between NetApp and **Insight** at the time of sale.

NetApp Products proposed for inclusion on the Contract or any subsequent Contract modification are commercial-off-the-shelf ("COTS") products and services developed entirely at private expense; are of a type customarily used by the general public for purposes other than governmental purposes; and are sold, leased, or licensed in the course of normal business operations to the general public. **Insight** shall not extend to Contract end-users any rights to NetApp's intellectual property beyond those expressly authorized by NetApp.

NetApp will provide Standard Pricing for Products made available for inclusion on the Contract. NetApp's Standard Pricing provides a small incremental discount to the pricing offered through NetApp's WSCA pricing (inclusive of applicable fees). Please contact your distributor for more details on Standard Pricing. Note that Registered Pricing may be available for selected sales opportunities completed under the Contract following award provided that all the Registration criteria are met for the opportunity. NetApp reserves the right to cancel this letter of authority, either in whole or in part, upon thirty (30) days written notice.

Manufacturers Name:
Point of Contact:
Address:
Telephone:

NetApp, Inc.
Harry Franks, SLED Sales Operations Manager
495 E. Java Drive, Sunnyvale, CA 94089, USA
408-822-6000

Sincerely,

Bruce George
Bruce George (Sep 15, 2015)

Bruce George
Sr. Director, State & Local SLED

Panasonic

System Communications Company of North America



September 2015

Lonnette Robinson, CPPB, Contract Supervisor
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

Ref: Notation Letter of Authorization –for **RFP2000001701 (US Communities)**

Erica Falchetti
SLED and Healthcare Capture Manager
Insight
t. 800.467.4448 ext. 3071
d. 480.333.3071
erica.falchetti@insight.com

To US Communities Contracting Team,

Panasonic System Communications Company of North America (PSCNA) notates that Insight is an authorized reseller of the Panasonic Toughbook products, Evidence Capture, Video Surveillance, POS & Drive-Thru, Scanners, Medical Imaging, AV Technologies to include Projectors, Professional display, Professional Video that can be included as part of Insight's offering as part of this solicitation, **RFP2000001701 (US Communities)**.

Should you have any questions, please contact us at contracts@us.panasonic.com.

Sincerely,

Michelle Chapin
Senior Director, Bids & Contracts Management
Panasonic System Communications Company of North America
Michelle.Chapin@us.panasonic.com

CC: Tony Panek, Channel Team, PSCNA



September 10, 2015

To Whom It May Concern,

Subject: Confirmation of Symantec Partner Program Membership Enrollment

This serves to confirm that Insight Direct USA, located at: 3480 Lotus Drive, Plano, TX 75075 is a current member of the Symantec Partner Program (SPP), and has been since 1/22/2002.

Insight Direct USA has met the membership requirements of a Symantec Platinum tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

Archiving – Expert
Data Security – Expert
Dynamic Storage and Continuity - Principal
eDiscovery - Principal
Endpoint Management - Principal
Endpoint Security – Expert
Enterprise Backup and Recovery – Expert
Gateway Security – Expert
Mid-Market Backup and Recovery – Expert
Mobility – Expert
Security Monitoring and Management– Expert

Insight Direct USA has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and Insight Direct USA and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Confirmation is as of today's date, 9/10/2015.

Thank you,

A handwritten signature in black ink, appearing to read "John Emard".

John Emard

Sr. Director, Global Channel Operations
Symantec Corporation



Vinnare, mer!

[illegible][illegible]

For VMware, Inc.



Master Equipment Lease Agreement

BETWEEN:	("Lessor") Insight Public Sector 6820 South Harl Ave Tempe, AZ 85283
AND:	("Lessee")
DATED:	

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser, as approved by the county.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the value of each Item of Property for use as configured, in place and installed. The Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller. , If Lessee does not agree with Lessor's determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser mutually acceptable to Lessee and Lessor. In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. .

"Purchasing Agent" means the county representative employed by the Lessee that has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by Lessee.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an Lessee's Opinion of Counsel to be executed by Lessee's Counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. Tax Benefits: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Supplier's Warranties. During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above. If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. If, any Property incurs any damage as a result of Lessee's failure to exercise appropriate care in the decommissioning of the Property as set forth above, Lessee agrees to pay within thirty (30) days of receiving invoice all costs and expenses incurred in connection with repairing such Property and restoring it so it is eligible for a manufacturer's standard, full service maintenance contract. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee in connection with a sale, assignment or securitization of assets conducted in the ordinary courts of Lessor's internal treasury activities provided that such sale, assignment or securitization is conducted by or through an affiliated entity and does not materially change Lessee's duties or materially increase the burdens or risks imposed on Lessee; provided that in the case of any other assignment that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may require Lessee to immediately pay Lessor, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at the lesser of (1) the rate implicit in the Schedule, or (2) 4% per year, plus past due interest at the rate under applicable state statute, plus (ii) all other amounts due and to become due under this Master Lease and any Schedules;
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. To the extent permitted by applicable law, upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the _____, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

ARTICLE XV

15.01 Scope of Contract. [To be filled out if applicable]

15.02 Contract Documents. [To be filled out if applicable]

All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Insight Public Sector, Inc.
By:
Name:
Title:

Lessee:
By:
Name:
Title:

Attest:
By:
Name:
Title:

Property Schedule No. 1

Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to Master Equipment Lease Agreement ____ (the "Master Agreement"), dated as of ____, between ____ and INSIGHT PUBLIC SECTOR

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. Opinion. The Lessee's Purchasing Agent's Opinion is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4 (if applicable).
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Essential Use. The Essential Use is attached as Exhibit 6.
9. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by time of commencement .
10. Notice. Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Insight Public Sector
By:
Name:
Title:

Lessee:
By:
Name:
Title:

Attest:
By
Name:
Title

Schedule 1

SECURED PARTY: Insight Public Sector

DEBTOR:___

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated ___ to that certain Master Equipment Lease Agreement No. ___ dated as of ___ in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement ____ dated ____ between **Insight Public Sector** ("Lessor") and ____ ("Lessee").

The PROPERTY:

The Property is more fully described in **Exhibit A** incorporated herein by reference and attached hereto.

PROPERTY LOCATION: ____

USE: This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT

DATE:

LEASE TERM: ____

PAYMENT TYPE: ____

END OF TERM OPTION: ____

RENTAL PAYMENT: \$ ____

RENTAL PAYMENT

SCHEDULE: ____

Lessee:
By:
Name:
Title:

EXHIBIT 2

Lessee's Opinion of Counsel Opinion

[To be provided on letterhead of Lessee's county.]

INSIGHT PUBLIC SECTOR
6820 South Harl Ave
Tempe, AZ 85283
AND

RE: Property Schedule No. 1 to Master Equipment Lease Agreement No. ____ between ____ and Insight Public Sector.

Ladies and Gentlemen:

We have acted as special counsel to ("Lessee"), in connection with the Master Equipment Lease Agreement No. ____, dated as of ____ (the "Master Agreement"), between ____, as lessee, and Insight Public Sector as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Equipment Lease Agreement. We have examined the Master Agreement and the Property Schedule, the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Equipment Lease Agreement and Property Schedule.

Based upon the foregoing examination and upon an examination of such other documents and matters of law as we have deemed necessary or appropriate, we are of the opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Equipment Lease Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Equipment Lease Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state, local, and federal laws.
5. Lessee has acquired or has arranged for the use of the Property subject to the Property Schedule, and has entered into the Master Equipment Lease Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Equipment Lease Agreement and the Property Schedule.
7. The Master Equipment Lease Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or

political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of Rental Payments under the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Dated: _____

EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement No. ____ between ____ and Insight Public Sector.

The undersigned, being the duly elected, qualified and acting keeper of records for ____ ("Lessee") do hereby certify, as of _____, 2013, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By:
Title: Tillie W. Jackson, Contracting Officer
SIGNER MUST <u>NOT</u> BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

EXHIBIT 4

Payment of Proceeds Instructions

Insight Public Sector
6820 S Harl Ave
Tempe, AZ 85283

Re: Property Schedule No. _____ (the "Property Schedule") to Master Equipment Lease Agreement No. _____ between _____ ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

By: _____

Name: _____

Title: _____

EXHIBIT 5

Acceptance Certificate

Insight Public Sector
6820 South Harl Ave
Tempe, AZ 85283

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement No. ____ between ____ and Insight Public Sector

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Insight Public Sector. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date:
Lessee
By:
Name:
Title:

EXHIBIT 6 Essential Use

Lessee (Full Legal Name)			
Federal Tax ID #			
Street Address			
City, State, and Zip			
Dept. Using the Equipment			

Customer Contact		Invoices to be sent to:	
Title		Contact	
Phone and Fax No.		Department	
e-mail address		Street Address	
		City, State, and Zip	
Contract Signer		Phone and Fax No.	
Title		e-mail address	
Phone and Fax No.		Special Instructions	
e-mail address			

1. Equipment Description:

2. What is the purpose of the proposed equipment acquisition?

3. Why is the equipment essential?

4. What department is using the equipment?

5. Is the new equipment replacement, an upgrade or additional to the department?	
6. If replacement or upgrade, what is the age of the existing equipment?	
7. If you're upgrading existing equipment, is the existing equipment paid off?	
Source of funds for proposed payments: General Fund _____ Other (provide detail) _____ Fund Balance: \$ _____ As of _____ Date of most recent Audited Financial Statement: Fiscal Year End:	

8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?

9. Will any loan or grant monies be directly used to make the payments?

If so provide detail.

10. Have you ever defaulted or non-appropriated on a lease or bond obligation?

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured? _____
General Liability Coverage Limits: \$ _____

Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.

If the lessee has additional commercial insurance coverage please provide coverage limits.

Submitted by (Name):		Title:	
Signature:		Date:	

Notice of Acknowledgement of Assignment

The _____ (the "Lessee") and Insight Public Sector (the "Lessor") are parties to that certain Master Equipment Lease Agreement No. _____, dated _____, effectuated pursuant to the Master Equipment Lease Agreement Property Schedule ____ (the "Lease").

Lessor has assigned to _____ ("Bank") all of its rights but not its obligations under the Lease and all of Lessor's right, title, and interest in and to the Equipment covered thereby (the "Equipment"), including the right to collect all Lease payments and other sums due and to become due thereunder. Some of the important terms of the Lease are outlined below.

Accordingly, all payments under the Lease are to be made directly to Bank in accordance with the instructions contained in the invoices to be provided to you by Bank, or, if not specified in Bank invoices, at the following address:

NAME
ADDRESS
ADDRESS

The assignment of the Lease to Bank in no way affects the Lessor's obligations, if any, under the Lease or any related maintenance agreement, and Lessor shall continue to perform and remain responsible for Lessor's obligations under the Lease.

Please acknowledge Lessee's agreement to the terms of this Notice and Acknowledgment of Assignment by signing where provided for below, thus confirming (i) that the details contained herein are correct, (ii) that all the Equipment has been delivered to and accepted by the Lessee at the location(s) specified in the Lease, and (iii) that the Lessee's obligation to pay Bank the Lease payments and other sums under the Lease as outlined herein, without defense, offset or counterclaim, is absolute and unconditional, in accordance with the Lease's terms, notwithstanding the Lessee's inability to use the Equipment, any title defect, default by the Lessor under the Lease or maintenance agreement or any other reason whatsoever.

Equipment Description: The equipment is more fully described in Exhibit A incorporated herein by reference and attached hereto.

Original Term of Lease:

Number of Lease Payments to Become Due and Payable to Bank:

Quarterly Lease Payment: XXXX*

*Plus applicable sales/use tax

The undersigned Lessee and Lessor acknowledge and confirm the terms of this Notice and Acknowledgement of Assignment.

ABC
(Lessee)

Insight Public Sector, Inc.
(Lessor)

By: _____

By: _____

Title: _____

Name: Justin Lievrouw

Date: _____

Title: Director of Finance

Date: _____

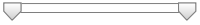
ID		Task Name	Duration	Start	Finish	Jan 5, '14							Jan 12, '14						
						S	S	M	T	W	T	F	S	S	M	T	W	T	F
1	✓	Insight Transition	7.67 days?	Mon 1/6/14	Wed 3/4/15														
2	✓	Plan for Contract Signing	70 days	Mon 1/6/14	Fri 4/4/14														
3	✓	Sign Contract	0 days	Fri 4/11/14	Fri 4/11/14														
4	✓	Project Plan	7.67 days?	Mon 1/6/14	Wed 3/4/15														
5	✓	Initiation	16.5 days	Wed 4/2/14	Wed 4/23/14														
6	✓	Define Project Roles and Responsibilities - Initial	3 days	Fri 4/11/14	Tue 4/15/14														
7	✓	Initiation & Planning Schedule	5 days	Fri 4/11/14	Thu 4/17/14														
8	✓	Receive Purchase Order	5 days	Fri 4/11/14	Thu 4/17/14														
9	✓	Project Office (PMO) - Initial	5 days	Tue 4/15/14	Mon 4/21/14														
10	✓	Establish Project Office Team (How will existing PMO play a r	5 days	Tue 4/15/14	Fri 4/18/14														
11	✓	Project Team Orientation	1 day	Mon 4/21/14	Mon 4/21/14														
12	✓	Project Standards and Procedures - Initial	5.75 days	Tue 4/15/14	Tue 4/22/14														
13	✓	Project Workbook	1 day	Tue 4/15/14	Tue 4/15/14														
14	✓	Determine Required PM Deliverables Per Account Standards	5 days	Wed 4/16/14	Tue 4/22/14														
15	✓	Project Governance Structure	3.25 days	Tue 4/15/14	Fri 4/18/14														
16	✓	Define Project Steering Committee (Governance Team)	2 days	Tue 4/15/14	Wed 4/16/14														
17	✓	Define Project Change Control Board-Integrate Into Process	2 days	Wed 4/16/14	Fri 4/18/14														
18	✓	Project Strategy Development	13.25 days	Wed 4/2/14	Fri 4/18/14														
19	✓	Document Project Scope Management Strategy	2 days	Wed 4/16/14	Fri 4/18/14														
20	✓	Document Project Communication Management Strategy	2 days	Thu 4/17/14	Fri 4/18/14														
21	✓	Document Project Human Resource Management Strategy	2 days	Thu 4/17/14	Fri 4/18/14														
22	✓	Document Project Issues & Risk Management Strategy	2 days	Thu 4/17/14	Fri 4/18/14														
23	✓	Document Project Performance Monitoring Strategy	2 days	Thu 4/17/14	Fri 4/18/14														
24	✓	Document Project Procurement Management Strategy	2 days	Thu 4/17/14	Fri 4/18/14														
25	✓	Document Program / Product Delivery Process Strategy	2 days	Fri 4/11/14	Mon 4/14/14														
26	✓	Document Travel Management Strategy	2 days	Wed 4/2/14	Fri 4/4/14														
27	✓	Develop Project Documentation - Initial	4 days	Fri 4/18/14	Wed 4/23/14														
28	✓	Program Communication Plan - Initial	2 days	Mon 4/21/14	Tue 4/22/14														
29	✓	Human Resource Plan - Initial	2 days	Mon 4/21/14	Tue 4/22/14														
30	✓	High Level Risk Assessment - Intial	2 days	Mon 4/21/14	Tue 4/22/14														
31	✓	Program Issues & Risks - Initial	2 days	Tue 4/22/14	Wed 4/23/14														
32	✓	Program Milestone Schedule - Initial	2 days	Fri 4/18/14	Mon 4/21/14														
33	✓	Program Performance Measures - Intial	2 days	Mon 4/21/14	Tue 4/22/14														
34	✓	Program / Product Delivery High Level Process Structure - Init	2 days	Tue 4/22/14	Wed 4/23/14														

Project: GPMA Programme Life C
Date: Tue 1/7/14

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

ID		Task Name	Duration	Start	Finish	Jan 5, '14							Jan 12, '14							
						S	S	M	T	W	T	F	S	S	M	T	W	T	F	
35		Initiation Complete	0 days	Mon 1/6/14	Mon 1/6/14	 1/5														
36	 	Planning	52.02 days	Fri 2/28/14	Wed 5/7/14															
37		Project Kickoff Meeting	1 day	Fri 4/11/14	Fri 4/11/14															
38		Project Roles and Responsibilities (RACI)	2 days	Tue 4/22/14	Mon 4/28/14															
39		Project Scope	6.5 days	Fri 4/11/14	Fri 4/18/14															
40		Clarify Client Requirements and Contract(s)	3 days	Fri 4/11/14	Tue 4/15/14															
41		Develop List of all Deliverables and Owners from SOW	4 days	Tue 4/15/14	Fri 4/18/14															
42		Project Communications	9.25 days	Tue 4/22/14	Fri 5/2/14															
43		Document and Review Escalation Paths	5 days	Tue 4/22/14	Tue 4/29/14															
44		Finalize Program Communication Plan	5 days	Tue 4/29/14	Fri 5/2/14															
45		Project Human Resources	35.6 days	Fri 3/21/14	Tue 5/6/14															
46		Develop Resource Ramp-Up / Ramp-Down Plan	10 days	Fri 3/21/14	Mon 4/28/14															
47		Finalize Program Human Resource Plan	7 days	Mon 4/28/14	Tue 5/6/14															
48		Project Issues & Risks	43 days	Fri 2/28/14	Fri 4/25/14															
49		Identify Project Issues and Risks to be Handled at the Project	2 days	Tue 4/22/14	Wed 4/23/14															
50		FMEA Plan and Risk Assesment - Is one needed?	0 days	Fri 3/14/14	Fri 3/14/14															
51		Refine Project Issues	2 days	Thu 4/24/14	Fri 4/25/14															
52		Develop Project Issues & Risk Mitigation Plans	10 days	Fri 2/28/14	Thu 3/13/14															
53		Project Milestone Schedule	3.25 days	Mon 4/21/14	Thu 4/24/14															
54		Identify Milestones to be Handled at the Program Level	2 days	Mon 4/21/14	Wed 4/23/14															
55		Develop Program Milestone Schedule	2 days	Wed 4/23/14	Thu 4/24/14															
56		Project Performanace Monitoring	4.75 days	Tue 4/22/14	Mon 4/28/14															
57		Refine Program Tasks	2 days	Tue 4/22/14	Wed 4/23/14															
58		Document Performance Monitoring Strategy and Control Meas	2 days	Thu 4/24/14	Fri 4/25/14															
59		Refine Project Status Reporting Procedures	2 days	Fri 4/25/14	Mon 4/28/14															
60		Project Procurement	10 days	Mon 4/21/14	Fri 5/2/14															
61		Procurement Planning	10 days	Mon 4/21/14	Thu 5/1/14															
62		Handoff Between EDS and Insight	10 days	Mon 4/21/14	Fri 5/2/14															
63		Baseline Project Plan	1 day	Tue 5/6/14	Wed 5/7/14															
64		Planning Complete	0 days	Wed 5/7/14	Wed 5/7/14															
65	 	Execution (Transition Phase)	144.75 days?	Mon 1/27/14	Thu 7/31/14															
66		Set Up agreement w/ Anixter (Warehousing)	30 days	Fri 4/11/14	Tue 5/20/14															
67		Insight Employees Access	10.75 days	Mon 1/27/14	Wed 3/19/14															
73		Insight Employees Access Complete	0 days	Wed 3/19/14	Wed 3/19/14															

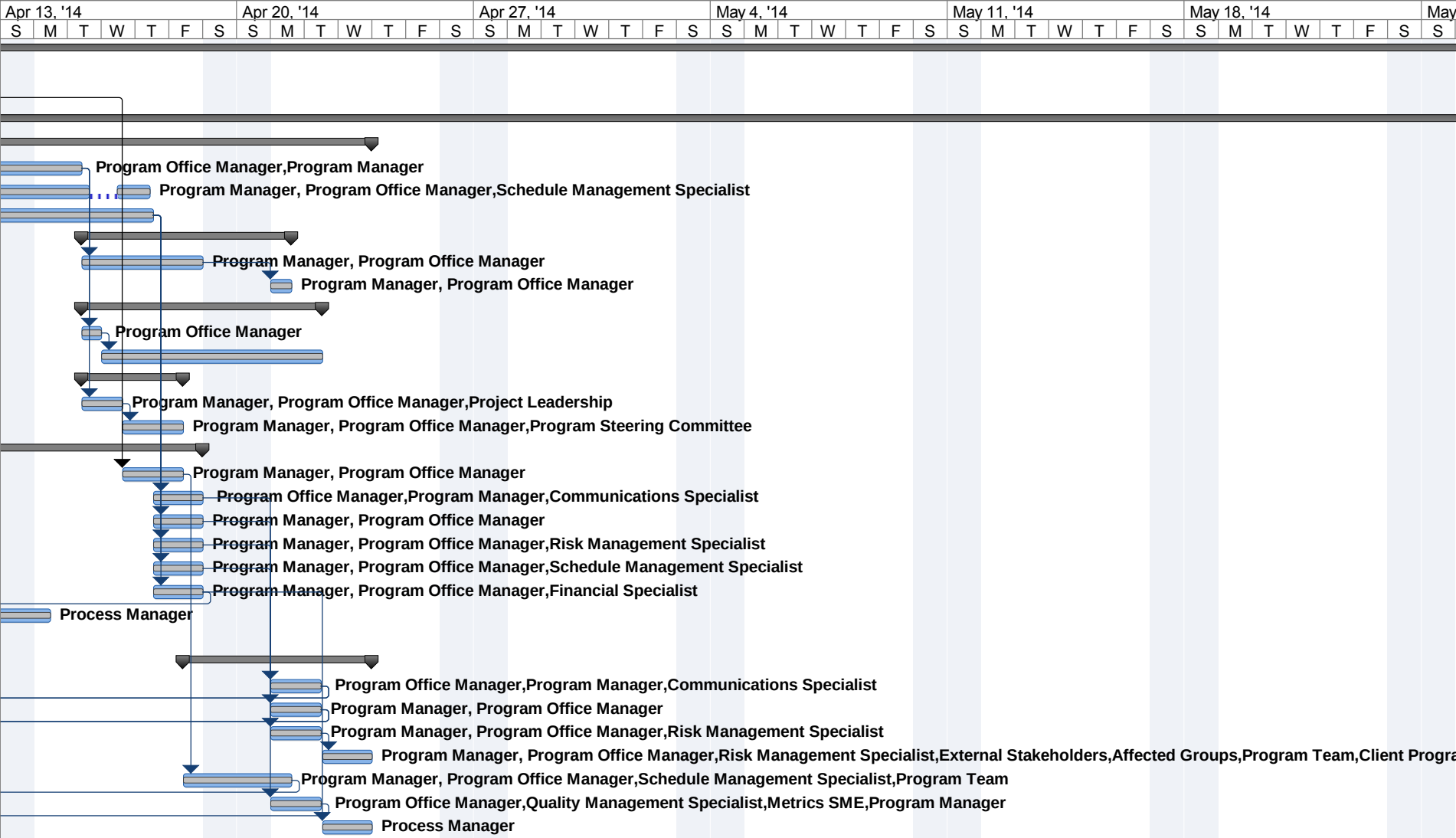
Project: GPMA Programme Life C
Date: Tue 1/7/14

Task		External Milestone	◆	Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone	◆	Inactive Milestone	◆	Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	↓
External Tasks		Duration-only		Progress	

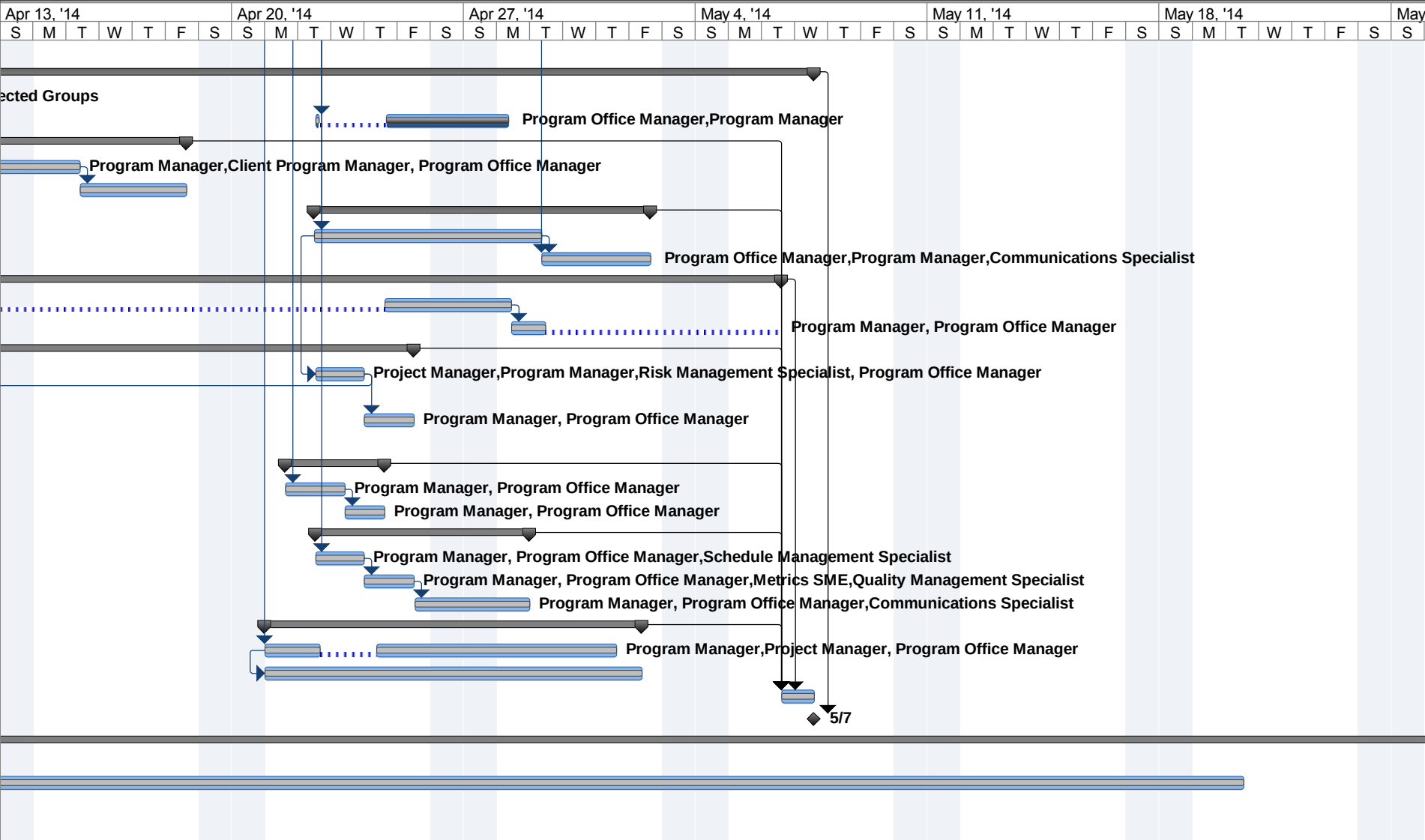
ID		Task Name	Duration	Start	Finish	Jan 5, '14							Jan 12, '14						
						S	S	M	T	W	T	F	S	S	M	T	W	T	F
74		Knowledge Transfers	0.17 days?	Thu 2/27/14	Thu 7/31/14														
75		Define Knowledge Transfers	5 days	Fri 4/4/14	Thu 4/10/14														
76		Schedule Knowledge Transfers	15 days	Thu 4/10/14	Fri 4/25/14														
77		Conduct Knowledge Transfers	0.17 days?	Thu 2/27/14	Thu 7/31/14														
116		Schedule Development	13 days	Mon 4/7/14	Tue 4/22/14														
117		Complete T-Minus Schedule	5 days	Mon 4/7/14	Fri 4/11/14														
118		Create Month by Month View of Sites	5 days	Mon 4/7/14	Fri 4/11/14														
119		Site Identification	5 days	Mon 4/7/14	Fri 4/11/14														
120		Schedule Completion	5 days	Mon 4/7/14	Fri 4/11/14														
121		Obtain Schedule Approval	10 days	Fri 4/11/14	Tue 4/22/14														
122		Schedule Development Complete	0 days	Wed 4/23/14	Wed 4/23/14														
123		Execution Complete	0 days	Thu 7/31/14	Thu 7/31/14														
124		Close Out	4.83 days	Thu 2/26/15	Wed 3/4/15														
125		Contract Close-down	1.58 days	Thu 2/26/15	Fri 2/27/15														
126		Verify that all contractual scope has been completed satisfactorily	1 day	Thu 2/26/15	Thu 2/26/15														
127		Identify Follow-on Business	1 day	Thu 2/26/15	Fri 2/27/15														
128		Post-Project Review	3.08 days	Fri 2/27/15	Wed 3/4/15														
129		Update Final Program Metrics	1 day	Fri 2/27/15	Mon 3/2/15														
130		Conduct Post-Program Review Meeting	1 day	Mon 3/2/15	Mon 3/2/15														
131		Communicate Successes and Lessons Learned	1 day	Tue 3/3/15	Tue 3/3/15														
132		Archive program documentation	1 day	Tue 3/3/15	Wed 3/4/15														
133		Project Transition Complete	0 days	Wed 3/4/15	Wed 3/4/15														

Project: GPMA Programme Life C
Date: Tue 1/7/14

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	



Project: GPMA Programme Life C Date: Tue 1/7/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	



Project: GPMA Programme Life C Date: Tue 1/7/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Offeror Qualifications and Experience

Tab 5 OFFEROR QUALIFICATIONS AND EXPERIENCE:

- 1 The Offeror shall describe its qualifications and experience related to the programs and services proposed. Describe Offeror's ability to meet or exceed requirements in the Special Provisions, Paragraph 5, Program Requirements.

Response: As the current contract holder for the U.S. Communities Technology Products/Equipment and Technology Services/Solutions contract, Insight has a proven track record in meeting and exceeding the requirements in the Special Provisions, Paragraph 5, Program Requirements. We have provided in-depth responses to each of the Program Requirements in Tab 4.

In synopsis, Insight is offering U.S. Communities our full catalog of over 1,250,000 name-brand technology products from over 10,000 manufacturers and publishers as well as our nationwide, full life-cycle service offerings. Insight is fully able to provide all of our manufacturer partners' maintenance support plans, as well as a variety of our own maintenance support services and solutions, including:

- National Repair Center
- Help Desk/Solution Delivery Center
- Trade-In and Remarketing Programs
- EPA-Compliant Asset Disposition

Insight's ancillary support capabilities are unparalleled and include 443,000 square feet of distribution and warehouse space, as well as ISO 9001:2008 certified configuration, advanced integration labs, and fifty branch offices around the country. Our warehouse points of interest include:

- Client Holding Area
- Advanced Integration Lab
- Custom Configuration Lab

Insight follows a proven Project Management methodology from the Project Management Institute (PMI). This methodology adheres to a defined, systematic process for planning, directing, monitoring, adjusting, and controlling interrelated activities that enable agencies to achieve their defined objectives.

Insight has extensive reporting capabilities that begin with project specific reports through overall contract performance reporting and beyond. We have provided details of our reporting capabilities in our response to Tab 4, Paragraph 5, Program Requirements, 5.5.7, as well as in our response to questions 6 and 7 in Appendix D, Supplier Qualifications and Supplier Information/Administration section.

Insight's staff experience encompasses a sophisticated team approach with highly tenured and technically proficient teammates, dedicated to the markets they serve. This team approach ensures that someone who is familiar with the account is always available for personalized attention and service.

The team that will serve U.S. Communities includes:

- U.S. Communities National Program Managers
- Sales Management
- Field Sales Team
- Inside Sales Team

Offeror Qualifications and Experience

- Operational Support Team
- Lead Referral Contact Person
- Contract Administration Team
- Project Management Team
- Web Support Team
- Technical Services Team
- Vendor Partners

Insight has extensive experience training Participating Public Agencies on the current U.S. Communities contract and will continue this training on the new contract offering, including the tools, products and services available to them, as well as relevant software licensing programs.

We also have extensive experience with major contract implementation efforts. As an existing U.S. Communities contract holder, we have gone through the process to implement a new U.S. Communities contract, and we would expect a seamless transition from our existing contract to a new one. We also have experience implementing and managing some of the largest SLED contracts in the country. Through these experiences, we have developed a robust contract implementation and management program based on accepted project management standards.

Insight's focus on customer service is second to none, and is reflected in our new branding initiative. Our goal is to help organizations run smarter in the following ways:

1. Understanding and solving clients' real business problems through technology;
2. Providing expertise that enhances business performance; and
3. Optimizing technology investments to deliver value over time.

We address client satisfaction utilizing a variety of methods, including the following:

- Dedicated Account Team
- Quarterly Business Reviews
- Client Satisfaction Surveys
- Clients' Supplier Quality Programs

Insight's comprehensive and flexible leasing programs leverage vendor- neutral solutions, which allow agencies to upgrade their technology with the best equipment available – regardless of manufacturer.

We sincerely believe that our sole-source business model, with its unique breadth and depth of products and services, along with our strong technical expertise, our sizable nationwide presence, and, most importantly, our singular focus and commitment to the effective execution and growth of this partnership, makes us a perfect partner for U.S. Communities and all Participating Public Agencies.

- 2 Offeror shall identify and provide the same information for all subcontractors or joint venture partners and identify their role in your proposed solution.

Response: Insight has submitted a listing of potential subcontractors that could perform the various services being offered to PPAs. This document can be located at the end of Tab 3.

Offeror Qualifications and Experience

We use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontract Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

- 3 Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA).

Response:

End User License Agreements

Insight has provided electronic copies of End User License Agreements for the most commonly-purchased manufacturers and publishers. Should the County or a Participating Public Agency need to see a copy of a EULA from a manufacturer/publisher not listed below, Insight would be happy to provide.

• Adobe	• Dell	• NetApp
• Aerohive	• EMC ²	• NetMotion Wireless
• Amazon Web Services	• Google	• Quest
• Apple	• HP	• RSA
• Cisco	• Lenovo	• SAP
• Citrix	• McAfee	• Symantec
• CommVault	• Microsoft	• VMware

End User License Agreements outline the terms of use of a product and are entered into between the client and the manufacturer/publisher. Insight is not a party to these agreements. As such, Insight has no control over the content of the agreements nor are we made aware when changes are made. The EULAs included as part of our response are current as of the date of our submission and are subject to change in the future. If a manufacturer/publisher requires a EULA, the Participating Public Agency will be provided the most recent version available from the manufacturer/publisher at the time of purchase.

Statements of Work

In addition to the EULAs, Insight has also provided copies of four Statement of Work (SOW) templates that are used for our services engagements. Participating Public Agencies will need to execute a SOW with Insight for any consulting, technical, or managed services performed by Insight.

The SOWs can be located at the end of this tabbed section and are for the following services engagements:

• Cabling projects	• Remote network operations center (RNO)
• Disposition services	• All other services engagements

Offeror Qualifications and Experience

Cloud Agreements

Insight is a reseller of a broad range of cloud solutions provided by its cloud service partners ("Cloud Provider"). A client's purchase of cloud solutions through a reseller such as Insight is subject to the following: (i) the reseller's terms and conditions of sale and (ii) each Cloud Provider's unique terms and conditions, including without limitation, the Cloud Provider's terms of use, service level agreements and/or authorized use policies (collectively "Terms Governing Use"). Generally, Insight's Terms of Sale for Cloud Services would govern the purchase and sale transaction with respect to a particular cloud offering procured by a client. Use or consumption of the cloud offering, however, would be governed by the Cloud Provider's required Terms Governing Use (e.g. Microsoft, Box, etc.). As the intellectual property rights holder and provider of the cloud services, the Cloud Provider's Terms Governing Use are the requirements which the client must agree to abide by in order to use the applicable cloud services. Prior to being provisioned for the cloud services, the client must usually agree to the Cloud Provider's Terms Governing Use which are directly between the client and the Cloud Provider. Insight as a reseller cannot in any way dictate or govern the Cloud Provider requirements. Such requirements would apply whether a client procured the cloud services directly or through a reseller such as Insight.

Notwithstanding the foregoing, the U.S. Communities Contract would govern the purchase and sale transaction in the event of any conflict with Insight's Terms of Sale for Cloud Services.

At the end of this tabbed section, Insight has provided a sample of a Cloud Services Order Form that a Participating Public Agency would execute with Insight for the procurement of any cloud solutions provided by a Cloud Provider.

[Date]

**U.S. Communities Government Purchasing Alliance 4400001195
(RQ09-997736-42B)
Statement of Work # [SOW #]**

[PROJECT NAME]

1 PARTIES

"Insight"

Insight Public Sector, Inc.
2250 West Pinehurst Blvd., Suite 200
Addison, IL 60101
Attn: [insert LOB Manager name]

"Client"

[client name long]
[Other Party Address]
[City, State, Zip]
Attn: [insert name]

2 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work ("SOW").

2.1 Service Description

The following is a high-level description of the Services Insight will provide:

[add bullets from Objectives section of input file]

- [Bullet 1]
 - [Bullet 2]
 - [Bullet 3]
 - [Bullet 4]

2.1.1 Location

The Services will be performed at the following Client location(s):

- [Insert address of physical location(s) of where the work is to be performed]

[or]

The Services will be performed remotely.

2.1.2 Scope and Approach

Insight will perform the following Services:

[Phase]

[provide overview of each phase scope/approach]

[Sub-Phase]

- [Bullet 1]
 - [Bullet 2]

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

[Sub-Phase]

- [Bullet 1]
 - [Bullet 2]

2.2 Project Management

Insight will provide the following project management and technical direction:

[copy PM list from input file if one is provided, or use one of the following]

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log to proactively identify and communicate key decisions made, actions items to be completed, and risks/issues that may impact scope, schedule, budget or business performance, and mitigate and/or escalate any critical risks or issues under Insight's control
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor and manage changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Prepare and maintain program reports, schedules, issues log, communication plans, and other relevant program Deliverables

2.3 Deliverables

Insight will provide the following Deliverables:

[copy deliverables list from input file if one is provided]

- [Bullet 1]

[or]

Deliverables, if any, will be agreed upon by both parties in writing.

2.4 Insight Responsibilities

Insight is responsible for the following:

1. [add any other Insight responsibilities here]
- 2.
3. [update as necessary for this project]

Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

2.5 Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. [add any other Client responsibilities here]
- 2.
3. Client shall be responsible to provide a project point of contact with decision-making authority to support the scope of services described in this SOW and shall ensure that the proper personnel are reasonably available to review each completed Milestone, Service or Deliverable upon notification of completion by Insight.
4. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with applicable details regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
5. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either on-site direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, and others costs may be incurred and due to Insight by Client.
6. If applicable, Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
7. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
8. If applicable, Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
9. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
10. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
11. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
12. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight in order to provide Services as described, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services as described, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

2.6 Resource Team

Project Sponsor, [client name long] – [Enter Project Sponsor's full name]

Services Account Executive, Insight – [Enter Solutions Sales Executive's name]

Account Executive, Insight – [Enter the Account Executive's full name]

Services Director, Insight – [Enter Regional Delivery Director or Mgd Svcs Director name]

Services Manager, Insight – [Enter LOB Manager name]

SOW Prepared by, Insight – [Enter name of person who scoped SOW and Sol Cons]

2.7 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400001195 (RQ09-997736-42B) expires, no Change Requests for additional Services will be accepted.

3 SCHEDULE

3.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

[CHOOSE ONE OF THE FOLLOWING AND DELETE OTHERS]

3.2 Estimated Duration

The Project's duration will be approximately _____ [days, weeks, months, etc.].

[or]

[project name]

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[client name long]

[date]

3.3 Milestones

[Note: if you use language for milestones, do not include any acceptance language. If client requests this, then you can add standard Acceptance Criteria language from the Special Language file on the BusOps drive.]

Insight will use commercially reasonable efforts to meet the completion dates set forth below:

Project Milestone/Description	Estimated Timeframe

[or]

3.4 Term

The Services will be provided from the Effective Date through [term date] (the "Term").

[or]

The term of the Services will start on the Effective Date and end [#] months thereafter (the "Term").

4 PRICING/INVOICING

[CHOOSE ONE OF THE FOLLOWING AND DELETE OTHERS]

4.1 Fixed Fee

As consideration to Insight for performance of the Services, Client shall pay Insight the fixed fee of \$_____. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

[include the following for Milestone pricing/billing]

The fixed fee is based on the following:

Project Milestone/Description	Price

[project name]

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[client name long]

[date]

[delete if no tool fees]

Client will be invoiced for a one-time, single-use usage fee listed in the table below.

Tool Description	Fees
Tool Name*	\$[#]
Total Cost	\$[#]

*The terms and conditions of the U.S. Communities Contract #4400001195 (RQ09-997736-42B) do not apply.

[or]

4.2 Time and Materials Pricing

[use this option (with daily minimum) as the default language for all T&M SOWs]

[use this language if including the daily minimum in Pricing Notes below] This engagement will be billed on a time and materials basis. Costs incurred by Client will be based on the daily minimum listed in the Pricing Notes below or actual time worked, whichever is greater.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

[use this language if not including the daily minimum in Pricing Notes below] This engagement will be billed on a time and materials basis. Costs incurred by Client will be based on the actual time worked.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

Charges will be calculated based on the following rates:

[update totals for hours, price and total estimated amount by right clicking on number and choosing "update field"]

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
			\$ 0
			\$ 0
			\$ 0
Total Estimated Amounts	0		\$ 0

Note: With the exception of the hourly rate, the table above provides budgetary estimates only.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

[delete if no tool fees]

Client will be invoiced for a one-time, single-use usage fee listed in the table below.

Tool Description	Fees
Tool Name*	\$[#]
Total Cost	\$[#]

*The terms and conditions of the U.S. Communities Contract #4400001195 (RQ09-997736-42B) do not apply.

[or]

4.3 Per-Unit Pricing

As consideration to Insight for performance of the Services, Client shall pay Insight the price per unit as indicated below.

Unit Type	Estimated Qty.	Price Per Unit	Estimated Price
			\$ 0
			\$ 0
			\$ 0
Total Estimated Amounts	0		\$ 0

Note: With the exception of the price per unit, the table above provides budgetary estimates only.

[delete if no tool fees]

Client will be invoiced for a one-time, single-use usage fee listed in the table below.

Tool Description	Fees
Tool Name*	\$[#]
Total Cost	\$[#]

*The terms and conditions of the U.S. Communities Contract #4400001195 (RQ09-997736-42B) do not apply.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

4.4 Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.
2. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

3. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Client cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Client shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Client cancels this engagement less than 3 business days prior to the start date of this engagement, Client shall pay Insight all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
4. [use this option (with daily minimum) as the default language for all T&M SOWs, including the 4-hour minimum]
[only include if we are charging a daily minimum] Pricing is indicated as a time and materials rate with a 4-hour minimum (per day) for onsite resources.
5. If an Insight engineer arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
6. [only include if this SOW is for Microsoft/Office Productivity services.] Insight has a support agreement with Microsoft Premiere. Charges for any support issues that require escalated support to Microsoft Premiere will be passed to Client at the rate of \$250 dollars per hour.
7. This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
8. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
9. In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to www.uscommunities.org.

4.5 Invoicing

[CHOOSE ONE OF THE FOLLOWING AND DELETE OTHERS]

For T&M with daily minimum:

[use this option (with daily minimum) as the default language for all T&M SOWs]

[Use this if they will pay expenses] Insight will invoice Client on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Insight will invoice Client on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

[or]

For T&M without daily minimum:

[Use this if they will pay expenses] Insight will invoice Client on a monthly basis for the actual hours worked, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Insight will invoice Client on a monthly basis for the actual hours worked, plus any taxes incurred (if applicable).

[or]

[project name]

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[client name long]

[date]

For Fixed Fee Projects:

[Use this if they will pay expenses] Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

[or]

For Milestone Projects (including phases):

[Use this if they will pay expenses] Upon the occurrence of each milestone, Insight will invoice Client for Services rendered through the date of the milestone, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Upon the occurrence of each milestone, Insight will invoice Client for Services rendered through the date of the milestone, plus any taxes incurred (if applicable).

[or]

For Flat Fee Programs (monthly):

[Use this if they will pay expenses] Insight will invoice Client a flat fee of \$XXX.00 on a monthly basis for a X-year term, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Insight will invoice Client a flat fee of \$XXX.00 on a monthly basis for a X-year term, plus any taxes incurred (if applicable).

[or]

OR, for Per-Unit Pricing:

[Use this if there is a set-up fee and they will pay expenses] Insight will invoice Client a set-up fee of \$XXX.00 upon execution of this SOW, and subsequently, on a monthly basis for units deployed, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if there is a set-up fee and they will not pay expenses] Insight will invoice Client a set-up fee of \$XXX.00 upon execution of this SOW, and subsequently, on a monthly basis for units deployed, plus any taxes incurred (if applicable).

[Use this if there is no set-up fee and they will pay expenses] Insight will invoice Client on a monthly basis for the actual units deployed, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if there is no set-up fee and they will not pay expenses] Insight will invoice Client on a monthly basis for the actual units deployed, plus any taxes incurred (if applicable).

5 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS**5.1 Order of Precedence**

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) shall prevail.

5.2 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

5.3 Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays. [delete the following unless we will charge overtime, weekend, and/or holiday rates:] Notwithstanding anything in this SOW to the contrary, any work performed outside of these normal

[project name]

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[client name long]

[date]

business hours will be billed at one and one-half times the hourly rate(s) listed in Pricing/Invoicing section above.

5.4 Travel Expenses

[remove if they will not pay expenses]

Travel-related expenses will be billed at actual cost; customary expenses include, but are not limited to airfare, taxi, hotel, car rental, daily per diem rate of \$50, and miscellaneous transportation costs (gasoline, parking, tolls, etc.). Coverage for locations beyond 50 miles from an Insight service location may be provided in areas at an additional charge with approval of both the Client and Insight's services management.

5.5 Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. [add any other project-specific assumptions here]
- 2.
3. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Client-owned product and material during any phase of the project/program.
4. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
5. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a change request for additional services.
6. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
7. This engagement does not include:
 - a. [add any other exclusions here]
 - b.
 - c. Electrical or cabling services
 - d. Formal user training

5.6 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

5.7 Reference

Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

5.8 Case Study

Upon successful completion of the engagement, Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Client), in conjunction with Client's name.

5.9 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

SAMPLE

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

General Terms and Conditions

1. Entire Agreement. The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400001195 (RQ09-997736-42B) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) will prevail.

2. Term. This SOW begins on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

3. Termination. Insight or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.

4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

5. Services.

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

7. Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

[project name]

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[client name long]

[date]

8. Remedies. In addition to the remedies contained in Contract 4400001195 (RQ09-997736-42B), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

9. Indemnification. See Contract 4400001195 (RQ09-997736-42B) for Indemnification provisions.

10. Limitation of Liability. See Contract 4400001195 (RQ09-997736-42B) for Limitation of Liability provisions.

11. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

12. Insurance. See Contract 4400001195 (RQ09-997736-42B) for Insurance provisions.

13. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

14. Governing Law. This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

15. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

16. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for

[project name]

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[client name long]

[date]

any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

[project name]

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[client name long]

[date]

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400001195 (RQ09-997736-42B) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

INSIGHT**CLIENT**

By:

Authorized Representative

By:

*Authorized Representative*Print
Name:

Print

Name:

Title:

Title:

Date:

Date:

The following section must be completed before this SOW can be processed:

Invoicing Procedures:**1. Method (Client to select one option below):**

- ☐ **Mail Invoice** - Hard copy invoice will be mailed to:

Company Full Name: _____

Address: _____

Attention: Accounts Payable or: _____

Accounts Payable Contact: _____

Phone: _____

- ☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to:

2. PO Process (Client to select one option below):

- ☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.

Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____**PO Release Number (if applicable):** _____**Internal Billing Reference Number/Name:** _____

- ☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

Attachment 1

CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name		Original SOW #:
Insight Services Manager	Client Project Sponsor		Request Date
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:	Title:		
Client Authorized Signer:		Date:	
Print Name:	Title:		

[Date]

**U.S. Communities Government Purchasing Alliance 4400001195
(RQ09-997736-42B)
Statement of Work # [SOW #]**

[PROJECT NAME]

1 PARTIES

"Insight"

Insight Public Sector, Inc.
2250 West Pinehurst Blvd., Suite 200
Addison, IL 60101
Attn: [insert LOB Manager name]

"Client"

[client name long]
[Other Party Address]
[City, State, Zip]
Attn: [insert name]

2 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work ("SOW").

2.1 Service Description

The following is a high-level description of the Services Insight will provide:

[add bullets from Objectives section of input file]

- [Bullet 1]
 - [Bullet 2]
 - [Bullet 3]
 - [Bullet 4]

2.1.1 Location

The Services will be performed at the following Client location(s):

- [Insert address of physical location(s) of where the work is to be performed]

[or]

The Services will be performed remotely.

2.1.2 Scope and Approach

Insight will perform the following Services:

[Phase]

[provide overview of each phase scope/approach]

[Sub-Phase]

- [Bullet 1]
 - [Bullet 2]

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

[Sub-Phase]

- [Bullet 1]
 - [Bullet 2]

2.2 Project Management

Insight will provide the following project management and technical direction:

[copy PM list from input file if one is provided, or use one of the following]

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log to proactively identify and communicate key decisions made, actions items to be completed, and risks/issues that may impact scope, schedule, budget or business performance, and mitigate and/or escalate any critical risks or issues under Insight's control
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor and manage changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Prepare and maintain program reports, schedules, issues log, communication plans, and other relevant program Deliverables

2.3 Deliverables

Insight will provide the following Deliverables:

[copy deliverables list from input file if one is provided]

- [Bullet 1]

[or]

Deliverables, if any, will be agreed upon by both parties in writing.

2.4 Insight Responsibilities

Insight is responsible for the following:

1. [add any other Insight responsibilities here]
- 2.
3. [update as necessary for this project]

Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

4. Insight will perform the Services using the cabling best practices listed in Attachment 2.
5. The assigned cabling project manager will not be staffed full time at Client site; however, he or she is responsible for the overall progress and satisfaction of the project and should be Client's primary point of contact for all project issues, needs or concerns.

2.5 Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. [add any other Client responsibilities here]
- 2.
3. Client shall be responsible to provide a project point of contact with decision-making authority to support the scope of services described in this SOW and shall ensure that the proper personnel are reasonably available to review each completed Milestone, Service or Deliverable upon notification of completion by Insight.
4. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with applicable details regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
5. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either on-site direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, and others costs may be incurred and due to Insight by Client.
6. If applicable, Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
7. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
8. If applicable, Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
9. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
10. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
11. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

12. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight in order to provide Services as described, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services as described, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

2.6 Resource Team

Project Sponsor, [client name long] – [Enter Project Sponsor's full name]

Services Account Executive, Insight – [Enter Solutions Sales Executive's name]

Account Executive, Insight – [Enter the Account Executive's full name]

Services Director, Insight – [Enter Regional Delivery Director or Mgd Svcs Director name]

Services Manager, Insight – [Enter LOB Manager name]

SOW Prepared by, Insight – [Enter name of person who scoped SOW and Sol Cons]

2.7 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400001195 (RQ09-997736-42B) expires, no Change Requests for additional Services will be accepted.

3 SCHEDULE

3.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

[CHOOSE ONE OF THE FOLLOWING AND DELETE OTHERS]

3.2 Estimated Duration

The Project's duration will be approximately _____ [days, weeks, months, etc.].

[or]

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

3.3 Milestones

[Note: if you use language for milestones, do not include any acceptance language. If client requests this, then you can add standard Acceptance Criteria language from the Special Language file on the BusOps drive.]

Insight will use commercially reasonable efforts to meet the completion dates set forth below:

Project Milestone/Description	Estimated Timeframe

[or]

3.4 Term

The Services will be provided from the Effective Date through [term date] (the "Term").

[or]

The term of the Services will start on the Effective Date and end [#] months thereafter (the "Term").

4 PRICING/INVOICING

[CHOOSE ONE OF THE FOLLOWING AND DELETE OTHERS]

4.1 Fixed Fee

As consideration to Insight for performance of the Services, Client shall pay Insight the fixed fee of \$_____. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

[include the following for Milestone pricing/billing]

The fixed fee is based on the following:

Project Milestone/Description	Price

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

[delete if no tool fees]

Client will be invoiced for a one-time, single-use usage fee listed in the table below.

Tool Description	Fees
Tool Name*	\$[#]
Total Cost	\$[#]

*The terms and conditions of the U.S. Communities Contract #4400001195 (RQ09-997736-42B) do not apply.

[or]

4.2 Time and Materials Pricing

[use this option (with daily minimum) as the default language for all T&M SOWs]

[use this language if including the daily minimum in Pricing Notes below] This engagement will be billed on a time and materials basis. Costs incurred by Client will be based on the daily minimum listed in the Pricing Notes below or actual time worked, whichever is greater.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

[use this language if not including the daily minimum in Pricing Notes below] This engagement will be billed on a time and materials basis. Costs incurred by Client will be based on the actual time worked.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

Charges will be calculated based on the following rates:

[update totals for hours, price and total estimated amount by right clicking on number and choosing "update field"]

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
			\$ 0
			\$ 0
			\$ 0
Total Estimated Amounts	0		\$ 0

Note: With the exception of the hourly rate, the table above provides budgetary estimates only.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

[delete if no tool fees]

Client will be invoiced for a one-time, single-use usage fee listed in the table below.

Tool Description	Fees
Tool Name*	\$[#]
Total Cost	\$[#]

*The terms and conditions of the U.S. Communities Contract #4400001195 (RQ09-997736-42B) do not apply.

4.3 Pricing Notes

- Pricing is valid for 30 days from the date of this SOW.
- Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
- Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Client cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Client shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Client cancels this engagement less than 3 business days prior to the start date of this engagement, Client shall pay Insight all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
- [use this option (with daily minimum) as the default language for all T&M SOWs, including the 4-hour minimum]**
[only include if we are charging a daily minimum] Pricing is indicated as a time and materials rate with a 4-hour minimum (per day) for onsite resources.
- If an Insight engineer arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
- This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
- Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
- In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to www.uscommunities.org.

4.4 Invoicing

[CHOOSE ONE OF THE FOLLOWING AND DELETE OTHERS]

For T&M with daily minimum:

[use this option (with daily minimum) as the default language for all T&M SOWs]

[Use this if they will pay expenses] Insight will invoice Client on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any travel-related expenses and taxes incurred (if applicable).

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

[Use this if they will not pay expenses] Insight will invoice Client on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

[or]

For T&M without daily minimum:

[Use this if they will pay expenses] Insight will invoice Client on a monthly basis for the actual hours worked, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Insight will invoice Client on a monthly basis for the actual hours worked, plus any taxes incurred (if applicable).

[or]

For Fixed Fee Projects:

[Use this if they will pay expenses] Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

[or]

For Milestone Projects (including phases):

[Use this if they will pay expenses] Upon the occurrence of each milestone, Insight will invoice Client for Services rendered through the date of the milestone, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Upon the occurrence of each milestone, Insight will invoice Client for Services rendered through the date of the milestone, plus any taxes incurred (if applicable).

5 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

5.1 Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) shall prevail.

5.2 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

5.3 Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays. [delete the following unless we will charge overtime, weekend, and/or holiday rates:]

Notwithstanding anything in this SOW to the contrary, any work performed outside of these normal business hours will be billed at one and one-half times the hourly rate(s) listed in Pricing/Invoicing section above.

5.4 Travel Expenses

[remove if they will not pay expenses]

Travel-related expenses will be billed at actual cost; customary expenses include, but are not limited to airfare, taxi, hotel, car rental, daily per diem rate of \$50, and miscellaneous transportation costs (gasoline, parking, tolls, etc.). Coverage for locations beyond 50 miles from an Insight service location may be provided in areas at an additional charge with approval of both the Client and Insight's services management.

5.5 Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. [add any other project-specific assumptions here]
2. ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS." INSIGHT MAKES NO REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight will transfer to Client, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products.
3. Insight will supply marked-up prints with drop locations and a corresponding cable schedule. Insight has reviewed these prints and cable schedule for accuracy. Deviation from these prints or the cable schedule is not acceptable unless prior approval is received from the Insight project manager. If a drop location appears to be unworkable, the Insight project manager should be notified immediately via fax or email.
4. Drop location and drop count is controlled by Insight. Drops may not be relocated without written approval from Insight. If a Client employee requests a change, he or she must be referred to the Insight project manager.
5. All material supplied by Insight that is unused at the completion of the project must be returned, including scrap wire.
6. All requests for additional material must be submitted via fax or email.
7. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Client-owned product and material during any phase of the project/program.
8. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
9. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
10. This engagement does not include:
 - a. [add any other exclusions here]
 - b.
 - c. Formal user training

5.6 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

5.7 Reference

Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

5.8 Case Study

Upon successful completion of the engagement, Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Client), in conjunction with Client's name.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

5.9 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

SAMPLE

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

General Terms and Conditions

1. Entire Agreement. The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400001195 (RQ09-997736-42B) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) will prevail.

2. Term. This SOW begins on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

3. Termination. Insight or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.

4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

5. Services.

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

7. Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

8. Remedies. In addition to the remedies contained in Contract 4400001195 (RQ09-997736-42B), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

9. Indemnification. See Contract 4400001195 (RQ09-997736-42B) for Indemnification provisions.

10. Limitation of Liability. See Contract 4400001195 (RQ09-997736-42B) for Limitation of Liability provisions.

11. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

12. Insurance. See Contract 4400001195 (RQ09-997736-42B) for Insurance provisions.

13. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

14. Governing Law. This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

15. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

16. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for

[project name]

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[client name long]

[date]

any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

[project name]

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[client name long]

[date]

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400001195 (RQ09-997736-42B) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

INSIGHT**CLIENT**

By:

Authorized Representative

By:

*Authorized Representative*Print
Name:

Print

Name:

Title:

Title:

Date:

Date:

The following section must be completed before this SOW can be processed:

Invoicing Procedures:**1. Method (Client to select one option below):**

- ☐ **Mail Invoice** - Hard copy invoice will be mailed to:

Company Full Name: _____

Address: _____

Attention: Accounts Payable or: _____

Accounts Payable Contact: _____

Phone: _____

- ☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to:

2. PO Process (Client to select one option below):

- ☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.

Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____**PO Release Number (if applicable):** _____**Internal Billing Reference Number/Name:** _____

- ☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

[project name]

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[client name long]

[date]

Attachment 1

CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name		Original SOW #:
Insight Services Manager	Client Project Sponsor		Request Date
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:	Title:		
Client Authorized Signer:		Date:	
Print Name:	Title:		

Attachment 2***Insight Cabling Best Practices***

The following are the standard best practices specified and implemented by Insight for all cabling projects.

Architecture and Installation

- All cable pathways will be secured to the building and installed in accordance with industry standards, best practices and specifications.
- J-Hooks will be installed in staggered intervals of 4-5 feet.
- The cable pathways, if possible, will be installed to allow a minimum of 12 inches between the cables and the suspended ceiling.
- All cables will be installed point-to-point, or "home run". The cables will be installed in a manner to assure the aesthetics of the building are maintained.

Copper

- Insight will ensure the installed cables meet the applicable fire ratings and are installed in a manner to ensure maximum performance of the cable is maintained. This will include, but is not limited to, ensuring the bend radius of the cable is not exceeded, the cable is not nicked or cut, appropriate cable pathway support, and the appropriate use of cable ties.
- Insight will ensure no horizontal cable link length exceeds 295 feet.
- Lightning protection will be installed on both ends and properly grounded for all copper cables installed outside of the building structure and the lightning cone of protection.
- In order to meet the proper termination requirements and channel performance, the cable sheath shall be stripped back no more than the recommended length. Twists of the individual pairs will remain intact up to the cable's termination point.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized EMT conduit or Indoor/Outdoor (I/O) copper cable will be used.

Fiber Optic

- Insight will ensure all Fiber optic cable meets the applicable fire ratings. The fiber optic cables will be installed in a manner to assure the maximum performance of the fiber is maintained.
- Insight will install the fiber to ensure the entire length of fiber is protected and each end will be secured in the Light Interface Unit.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized EMT conduit or Indoor/Outdoor (I/O) fiber will be used.

Equipment Racks/Cable Management

- All 2- and 4-post equipment racks will be anchored and secured to the floor. All cable trays or ladder racks will be mounted and secured to the wall and the equipment cabinet or rack.
- 7-foot floor racks will have vertical cable management installed on each side.
- All racks will be grounded and bonded to a ground bus bar in each distribution closet utilizing green #6 AWG copper cable.
- One horizontal cable management will exist for each Light Interface Unit unless built-in wire management is included in the Light Interface Unit.

[project name]

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[date]

- All cables and inner-duct will be routed neatly into the rack and secured to the panels utilizing strain relief as specified by the manufacturer.
- Unless otherwise specified, starting at the top of the rack, the rack layout will be as follows:
 - Light Interface Unit
 - Horizontal cable management
 - Patch panels

Conduit and Wall/Floor Penetrations

- Any conduit that is to be placed will follow these requirements:
 - Above ground, EMT or Rigid (metal conduit, depending on the application).
 - Below ground, Schedule 40 Electrical Grade PVC.
 - For indoor conduit, EMT or Rigid (metal conduit, depending on the application).
- Any penetrations of floors, firewalls and exterior walls will be sleeved and fire stopped.
- Sleeves in floor penetrations should extend above the finished floor by at least 1 inch.

Labeling

- All labels will be adhesive P-Touch or laser-type labels (white backing with black letters) or as specified by the Client.
- Insight will work with the Client prior to the start of the project to ensure the labeling scheme matches the Client's current labeling scheme.
- All cables will be labeled on the sheath no more than 2 inches from the jack and patch panel termination points utilizing machine generated wrap-around cable labels.

Surface-Mounted Raceway, Boxes, and Faceplates

- Blank inserts will be installed in any non-used faceplate positions.
- Faceplates will be properly secured to the wall box, or wall box eliminator if no wall box is available.
- All surface-mount raceway and boxes will be secured with anchors. The surface-mounted raceway and box will be secured with a minimum of 2 anchors per section or piece. Gluing or using the adhesive on the back of the raceway or box as the sole means of securing the raceway or box is unacceptable.
- All surface-mount raceway will be installed in a manner that is both aesthetically pleasing and straight on both the horizontal axis and vertical axis.
- To avoid pinching of the cable and to provide an adequate cable pathway, all surface-mount raceway will be installed 2-3 inches above the ceiling tile.
- Where possible and feasible, surface mount boxes will be installed to align horizontally with existing outlets.

Testing and Certification

- All circuits will be tested and certified to meet minimum requirements for the media installed. These requirements include, but are not limited to, the following:
 - Wiremap
 - Impedance
 - Length
 - Resistance

[project name]

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[client name long]

[date]

-
- Attenuation
 - Near-end and far-end crosstalk
 - Alien Crosstalk
 - Return loss
 - Opens, shorts, grounds, and pair reversal
 - All fiber optic strands will be tested with a power meter and light source.
 - The db lost for each strand will not exceed the calculated loss budget.
 - Tests will be saved and printed with the corresponding circuit number.
 - "Marginal Pass" (PASS*) is not acceptable and will be remedied until verified as PASS. However, if the Marginal Pass is due to the overall length, the marginal pass will be accepted.
 - All testing, certification results, and as-built drawings will be compiled and bound neatly into one document per campus. These documents, along with a copy on CD, will be given to the Insight project manager for approval and will be submitted to the customer as part of the Deliverables.

[Date]

**U.S. Communities Government Purchasing Alliance 4400001195
(RQ09-997736-42B)
Statement of Work # [SOW #]**

TECHNOLOGY DISPOSITION SERVICES

1 PARTIES

"Insight"

[choose entity]

Insight Direct USA, Inc.
Insight Public Sector, Inc.
[choose/update address]
6820 S. Harl Avenue
Tempe, AZ 85283
2250 West Pinehurst Blvd., Suite 200
Addison, IL 60101
Attn: [insert LOB Manager name]

"Client"

[client name long]

[Other Party Address]
[City, State, Zip]

Attn: [insert name]

2 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work ("SOW").

2.1 Service Description

Insight will act as Client's agent to dispose of or remarket certain Assets owned by Client. These Services are available in the continental US only. Pick-ups in Hawaii and Alaska may incur additional processing and shipping charges. The term "Assets" includes, without limitation, personal computers, servers, monitors, laptops, networking, printers, facsimile machines, and other computer equipment and peripherals as set forth in a "Settlement Report" (defined below) and as agreed to by the Parties from time to time. The term "LOT" or "LOT Number" is defined as a unique, alpha-numeric identification number assigned, at the time of pick-up request, to asset(s) that will be processed under the scope of this SOW. More than one LOT Number may be assigned per pick-up if required.

2.2 Deliverables

Insight will provide the following Deliverables:

1. **Reporting.** Upon final settlement of each transaction, Insight shall make available to Client a Settlement Report, a LOT-level Certificate of Recycling and/or Certificate of Erasure listing applicable serial numbers. The Settlement Report, Certificate of Erasure, and/or Certificate of Recycling, along with any invoice, constitute Insight's full reporting requirements.
 - a. **Settlement Report.** Insight will make available to Client a settlement report, which details at a line-item level: all fees, costs, remarketing, Asset detail, and disposition path (sold, teardown, redeployment or scrap).
 - b. **Certificate of Erasure.** Insight will make available to Client a Certificate of Erasure for all data-bearing Assets after the processing of such Assets.
 - c. **Certificate of Recycling.** Insight will make available to Client a Certificate of Recycling for Assets that are disposed. All Assets will be disposed in an EPA-compliant manner.

2. **Limit of Reporting Liability and Report Availability.** Insight shall have no back up or archival responsibilities for these reports or Certificates or any Client data and shall not be liable for unprotected data loss.
 - a. **Limit of Availability.** Insight will maintain access to the Settlement Report, Certificates of Recycling, and/or Certificates of Erasure for a period of 1 year from issue of Settlement Report within the limits of backup or archival responsibilities previously indicated. After that period expires, providing these reports to Client will be on a best-effort basis by Insight, and may be subject to Special Reporting fees as described later in this document.

2.3 Insight Responsibilities

Insight is responsible for the following:

1. **Insight Warranty.** Solely for purposes of this SOW, Insight represents and warrants that the Assets will be disposed of in an EPA compliant manner, in compliance with all applicable laws, rule and regulations. If the Assets are remarketed, Insight makes no representation or warranty and shall not be liable for any claims with respect to environmental problems arising out of or in connection with hazardous materials or chemicals contained in the Assets. EXCEPT AS EXPRESSLY SET FORTH IN THIS SOW, INSIGHT MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
2. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

2.4 Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. **Client Warranty.** Client represents and warrants that it has, and will have at the time of remarketing of the Assets, good and marketable title to all the Assets delivered hereunder, free and clear of all security interests, mortgages, liens, pledges, claims, charges or encumbrances.
2. Client will provide an Asset Disposition contact with decision-making authority to support the scope of services described in this SOW.

2.5 Resource Team

Project Sponsor, [client name long] – [Enter Project Sponsor's full name]

Services Account Executive, Insight – [Enter Solutions Sales Executive's name]

Account Executive, Insight – [Enter the Account Executive's full name]

Director, Disposition Services, Insight – Jeanne Hamlin

SOW Prepared by, Insight – [Enter name of person who scoped SOW and Sol Cons]

2.6 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be

equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400001195 (RQ09-997736-42B) expires, no Change Requests for additional Services will be accepted.

3 SCHEDULE

3.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

3.2 Term

The term of this SOW will start on the SOW Effective Date and will continue until either party terminates as indicated in Section 6.4 below.

4 PRICING/INVOICING

The fees charged for Services are set forth in the Fee Schedule stated below. Fees are effective for a period of one year from the SOW Effective Date and subject to review on an annual basis upon 30 days' notice. Any such adjustment to the Fee Schedule will be by written amendment to this SOW.

Insight will invoice Client on a per-completed transaction basis. The invoice will set forth the amount due to Insight for Services, less any amounts due Client from the resale of the Assets, as outlined in the Remarketing Program under the Fee Schedule. If the value of remarketed Assets exceeds the amount due on the individual transaction, Insight shall issue a credit to Client in the form of a Credit Memo or check for any remaining amount. Invoice and/or settlement of proceeds for resale will be a single transaction per LOT and may take 60-90 days after pick-up and processing of assets. In the event there is a Credit Memo or check due, such credit will be issued by the end of the calendar month following the month in which Insight received the resale proceeds or, if less than \$25, at the end of the financial quarter via a true-up reconciliation process that will include any transactions under \$25 completed within that specific quarter. Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

Insight will invoice Client Box Kit or Label fees upon request and shipment of either item. The invoice will set forth the amount due to Insight as outlined in the Box Kit /Label Program under the Fee Schedule. Insight reserves the right to hold invoices for Labels until the invoice amount reaches \$25. Audit, Testing, Disposal, Remarketing, and freight will be billed when the asset is returned and processed accordingly.

FEE SCHEDULE

SERVICE	DESCRIPTION	FEE
Auditing and Testing, Disposal	Auditing, testing and DOD data erasure prior to disposal. Certificate of Erasure and Recycling including serial numbers will be provided.	\$17 per Asset
Auditing and Testing, Remarket	Auditing, testing and DOD data erasure prior to re-market of each Asset. Certificate of Erasure including serial numbers will be provided.	\$14 per Asset
Auditing and Testing, Redeployment Services	Audit, testing and DOD data erasure, kitting (if applicable) box and label prior to redeployment of each Asset to the destination request by Client. Fee does not include specialized kitting supplies and transportation to the next destination. Certificate of Erasure including serial numbers will be provided.	\$32 per Asset
Loose hard drive, tape and handheld device disposal (cell/land line phones, PDAs, barcode scanners)	Auditing, testing and DOD data erasure prior to disposal. Certificate of Erasure and Recycling including serial numbers will be provided.	\$9 per Asset
Box Kit Program	Box Kit is utilized for small pick-ups with a combined weight of 30 pounds or less. The Box Kit fee includes: - Box with tape and packing materials - Pre-address return label with LOT number for tracking - Freight to Client Client will be invoiced for the Box Kit fee upon request. Client will be invoiced for inbound freight at Insight's preferred carrier rate/cost unless using Client's own carrier. Upon return of Box Kit, applicable remarketing, labor and freight fees will apply as indicated in the Schedule of Fees.	1 Box: \$40 2 Boxes: \$75 3 Boxes: \$110
Label Program	The Label program is utilized for custom generated pre-addressed return labels for small shipments from the client where a Box Kit is not needed. The Label Fee includes: - Custom label with return address - Assigned LOT number for tracking Client will be invoiced for inbound freight at Insight's preferred carrier rate/cost unless using Client's own carrier.	\$ 8 per Label
Remarketing Program	Client shall be credited net proceeds from the remarketing of Assets received by Insight less freight and labor fees.	Credit of 65% of net proceeds less freight and labor fees

DOD Drive Erasure	The DOD (Department of Defense 5220.22M) hard drive wipe consists of 3 iterations, considered to be 7 passes featuring multiple overwrites with random characters, rendering the data on the drive completely erased and unrecoverable.	There is no fee for this service
Per Pound Disposal	Client can direct Insight to process any asset at a per pound fee with the understanding that there will be no DOD wipe, serial number capture, tracking or reporting. These items will need to be boxed separately and identified before pick-up or delivery to the processing facility.	\$0.55 per pound
UPS/ Battery Disposal	UPS and loose laptop batteries will be disposed of at a rate of \$1.00/lb.	\$1.00 per pound
Special Reporting	Customized reporting, as requested and mutually agreed upon.	\$100 per hour, 2-hour minimum billing
Transportation and Insurance	Client is under no obligation to use Insight to arrange transportation of Assets to processing facilities. If Insight arranges for transportation, freight and insurance will be billed to Client at Insight's actual cost. If the Assets are to be insured at Client's written request, the Assets will be insured during transport at an additional charge based on the declared value.	Actual costs
Additional Disposition Services	Additional on-site, disposal or relocation services may be requested by Client on a single event basis. Insight will provide a quote for additional services Electronic acceptance of the quote by Client will constitute a binding arrangement as per the terms of this SOW. Repetitive single-event services will require a formal Change Request Form to be completed in accordance with this SOW.	As quoted

In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to www.uscommunities.org.

5 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

5.1 Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) shall prevail.

5.2 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

5.3 Delivery, Freight, and Risk of Loss during Transit

If Insight arranges for transportation of the Assets, Client shall pay for freight and insurance (if any). If Client arranges for transportation of the Assets, Client shall be responsible for any charges associated with Client's selected carrier, carrier shipping arrangements, and any reconciliation/remediation activities resulting from an Asset loss. Client is responsible for deinstallation of the Assets, oversight of proper packaging of the Assets and consolidation to a centralized area for pick-up, unless otherwise mutually agreed upon in writing, including any associated costs. Risk of loss during transit will remain with Client and insurance of all shipments is at Client's discretion and expense.

5.4 Title

The Assets shall be delivered on consignment. Title to all Assets consigned to Insight hereunder shall remain with Client until the Assets have been destroyed, or remarketed and delivered to a buyer of the Assets.

5.5 Risk of Loss During Storage

Insight accepts customary, custodial responsibilities for warehousing of the Assets, including appropriate safeguards against unauthorized access. Insight, however, shall not have any responsibility for damage caused by acts of God, acts of war, civil commotion, riots, strikes, lockouts or other labor disturbances, accident, fire, water damage, flood or other natural catastrophe. Insight also does not have any responsibility for a decline in the market value of the product during the warehousing period.

5.6 Termination

Either party may cancel this SOW for any reason upon 30 days' prior written notice to the other party. Upon notice of termination, Insight shall cease performance of all Services without liability to Insight and shall return all Assets stored by Insight to Client.

5.7 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

5.8 Reference

Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

5.9 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

General Terms and Conditions

1. Entire Agreement. The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400001195 (RQ09-997736-42B) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) will prevail.

2. Term. This SOW begins on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

3. Termination. Insight or Client may terminate this SOW with or without cause with 30 days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or fees or expenses incurred, in accordance with this SOW.

4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all undisputed invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

5. Services.

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

7. Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage

caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

8. Remedies. In addition to the remedies contained in Contract 4400001195 (RQ09-997736-42B), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

9. Indemnification. See Contract 4400001195 (RQ09-997736-42B) for Indemnification provisions.

10. Limitation of Liability. See Contract 4400001195 (RQ09-997736-42B) for Limitation of Liability provisions.

11. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

12. Insurance. See Contract 4400001195 (RQ09-997736-42B) for Insurance provisions.

13. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

14. Governing Law. This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

15. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

16. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted

in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400001195 (RQ09-997736-42B) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

INSIGHT**CLIENT**

By:

Authorized Representative

By:

*Authorized Representative*Print
Name:

Print

Name:

Title:

Title:

Date:

Date:

The following section must be completed before this SOW can be processed:

Invoicing Procedures:**1. Method (Client to select one option below):**

- ☐ **Mail Invoice** - Hard copy invoice will be mailed to:

Company Full Name: _____

Address: _____

Attention: Accounts Payable or: _____

Accounts Payable Contact: _____

Phone: _____

- ☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to:

2. PO Process (Client to select one option below):

- ☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.
Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____**PO Release Number (if applicable):** _____**Internal Billing Reference Number/Name:** _____

- ☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

Attachment 1

CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name		Original SOW #:
Insight Services Manager	Client Project Sponsor		Request Date
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:	Title:		
Client Authorized Signer:		Date:	
Print Name:	Title:		

[Date]

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE 4400001195 (RQ09-997736-42B)
Statement of Work # [SOW #]

REMOTE NETWORK OPERATIONS SERVICES

1. PARTIES

"Insight"

[choose entity]

Insight Direct USA, Inc.
 Insight Public Sector, Inc.
 [choose/update address]
 6820 S. Harl Avenue
 Tempe, AZ 85283
 444 Scott Drive
 Bloomingdale, IL 60108
 Attn: David Hostetler

"Client"

[Other Party, USE FULL NAME]

[Other Party Address]
 [City, State, Zip]

Attn: [insert name]

2. ENTIRE AGREEMENT

[update name of agreement if necessary]

This Statement of Work ("SOW") is effective as of the date last signed below ("Effective Date") and is subject to the terms and conditions of this SOW. Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract, the terms and conditions of the U.S. Communities Contract shall prevail.

[include if this is a replacement of another RNOC SOW]

[update info] From and after the Effective Date, this SOW No. [sow#] supersedes and replaces SOW No. [sow # being replaced] dated [effective date of old SOW], which is hereby terminated as of [termination date for old SOW – day before Effective Date], without penalty to Client.

3. SERVICES DESCRIPTION

[1. use these paragraphs if integration NOT included]

Insight will provide Client the following services (collectively, the "Services"):

- (a) specific day-to-day Remote Network Operations Services described in Appendix B for each Managed Device(s) listed in Appendix A;
- (b) the Engineering Services described in Appendix B; and
- (c) the Dispatch Services as described in Appendix B.

Remote Network Operations Services will begin on the Start Date (defined below) contingent upon all Managed Devices being certified as installed and appropriately configured into Insight's management tools.

[2. use these paragraphs if integration IS included]

Insight will provide Client the following separately described services (collectively, the "Services"):

- (a) the specific Integration Services described in Appendix B (the "Integration Services");
- (b) the specific day-to-day Remote Network Operations Services as identified and described in Appendix B for each listed Managed Device(s) in Appendix A;
- (c) the Engineering Services described in Appendix B; and
- (d) the Dispatch Services described in Appendix B.

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[client name long]

[date]

Remote Network Operations Services will begin on the Start Date (defined below) contingent upon all Managed Devices being certified as installed and appropriately configured into Insight's management tools.

4. SERVICE TERM

4.1 Start Date and Service Term

[1. use this paragraph if integration NOT included and a specific term has been selected]

[add start date] The initial term of the Services will start on [start date] (the "Start Date") and end [#] months thereafter (the "Service Term").

[2. use this paragraph if integration NOT included and have term options]

[add start date] The initial term of the Services will start on [start date] (the "Start Date") and end (choose one)

☐ 12 months ☐ 24 months ☐ 36 months ☐ 60 months _____ (initial)
Client

thereafter (the "Service Term").

[3. use this section if integration IS included and a specific term has been selected]

The Integration Services portion of the Services will start approximately 3 weeks from the date of signature by Client on a date the parties agree to in writing, or 3 weeks from the date of a Client issuance of a purchase order referencing this SOW. The Integration Services are estimated to be completed within 4 weeks after such date, whatever the case may be as mutually agreed upon. This timeframe may increase or decrease depending on Client's ability to allocate resources to the Integration Services project.

Following the completion of Integration Services, the initial term for the Remote Network Operations Services portion of the Services will start (the "Start Date") and will end [#] months thereafter (the "Service Term").

The Engineering Services and Dispatch Services portions of the Services may be performed at any time after the Effective Date but before the end of the Service Term.

[4. use this section if integration IS included and have term options]

The Integration Services portion of the Services will start approximately 3 weeks from the date of signature by Client, a date the parties agree to in writing, or 3 weeks from the date of a Client issuance of a purchase order referencing this SOW. The Integration Services are estimated to be completed within 4 weeks after such date, whatever the case may be. This timeframe may increase or decrease depending on Client's ability to allocate resources to the Integration Services project.

Following the completion of Integration Services, the initial term for the Remote Network Operations Services portion of the Services will start (the "Start Date") and will end (choose one)

☐ 12 months ☐ 24 months ☐ 36 months ☐ 60 months _____ (initial)
Client

thereafter (the "Service Term").

The Engineering Services and Dispatch Services portions of the Services may be performed at any time after the Effective Date but before the end of the Service Term.

4.2 Termination

Notwithstanding the Service Term, Client may terminate this SOW for convenience with 60 calendar days' prior written notice to Insight. If Client terminates for convenience before the expiration of the initial Service Term, then Client will promptly pay Insight the following:

- (a) all actual fees and expenses incurred by Insight, shall be due and payable under this SOW through the effective date of termination, and

Despite anything to the contrary in this SOW, either Party may terminate in full or a portion of this SOW for any material breach by a Party with 30 calendar days' written notice to the breaching Party.

4.3 Expiration

Upon expiration of the initial Service Term, the Remote Network Operations Services portion of the Services will automatically renew under the same terms of this SOW on a month-to-month basis for successive terms of 30 days (the "Monthly Term(s)") unless:

- (a) either party notifies the other in writing at least 30 days prior to the expiration of the then-current Service Term that it wishes to terminate the SOW,
- (b) both parties execute a new Remote Network Operations Services statement of work that replaces this SOW, or
- (c) the parties otherwise agree in writing.

For each Monthly Term(s), Client will pay Insight a fee equal to 125% of the Total Monthly Fee charged at the time of expiration of the Service Term, without any discount. For each Monthly Term, Client will receive an allocation of 1/12th of the Engineering Services hours [and MAC Pack Services] [Delete if not applicable] listed in Appendix A of this SOW (the "Monthly Allocation"). If Client has not utilized the entire Monthly Allocation at the expiration of a Monthly Term, then any remaining Monthly Allocation hours will be forfeited. During the Monthly Term(s), any additional Engineering Services [and/or MAC Pack Services] [Delete if not applicable] (beyond the Monthly Allocation) or Dispatch Services requested by Client will be provided on a time and materials basis at rates that are equal to 125% of the respective rates for these Services listed in this SOW.

5. DELIVERABLES AND RESPONSIBILITIES

5.1 Deliverables

[1. use this if integration IS included]

Insight will provide the following Deliverables:

- Documented Escalation/Communication Procedures
- Pre-kick-off packet, which includes spreadsheets and data needed throughout the Integration process
- Device legend for those Managed Devices listed in Appendix A, which correlates names, locations, SMARTnet ID number, circuit ID, ID, etc.
- Contact information for the Insight Remote Network Operations Center, the Engineer(s) (if applicable) and the Service Delivery Manager
- Web Portal guide to view Monthly Management Reports

[2. use this if integration NOT included]

Deliverables, if any, will be agreed upon by both parties in writing.

5.2 Insight Responsibilities

Insight is responsible for the following:

1. [add any other Insight responsibilities here]
- 2.
3. Insight will troubleshoot all fault issues under fault management terms as described in Appendix B. Engineering hours will be used for any Service performed by Insight that is for a fault issue and is determined by Insight to be the result of changes made by Client. The Services

[project name]

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[client name long]

[date]

performed by Insight for such fault issues will be subject to the terms and conditions set forth in the Engineering Services section.

5.3 Client Responsibilities

Client is responsible for the following during the Service Term or any extension of the Service Term:

1. [add any other Client responsibilities here]

2.

[NOTE: the following client responsibilities are mandatory and cannot be deleted unless approved by Management]

[use this set of four bullets if one VPN Device]

3. Client will authorize Insight to establish and/or maintain connectivity between Client's corporate location and Insight via a Virtual Private Network ("VPN") tunnel established on an Insight-provided VPN Device to be placed or already located on the Client network. Access to the VPN Device will be restricted by Insight to authorized Insight engineers only.
4. Client will configure and/or maintain relevant security tools and/or hardware to allow network management traffic to pass between the VPN Device and the Managed Devices listed in Appendix A to enable the performance of Services (i.e., opening necessary firewall ports).
5. [use for InsightManaged Voice]
Client will perform failover testing on voice gateway Managed Devices (e.g., SRST) and validate proper functionality. If testing has not been performed or is not functional, Insight will utilize Engineering Services hours to complete testing and/or configuration changes as needed.
6. Client will provide and/or maintain the necessary rack space, power, cabling, and Heating Ventilation and Air Conditioning ("HVAC") for the VPN Device (and any other such onsite Managed Devices or un-managed devices as required to enable the performance of the Services).

[use this set of five bullets if more than one VPN Device]

7. Client will authorize Insight to establish and/or maintain connectivity between Client's corporate location(s) and Insight via Virtual Private Network ("VPN") tunnels established on Insight-provided VPN Devices to be placed or already located on the Client network. Access to the VPN Devices will be restricted by Insight to authorized Insight engineers only.
8. Client will share dynamic routing protocols with Insight to allow appropriate redundant connectivity of the VPN Devices. Insight prefers to share Cisco standard routing protocols such as EIGRP or eBGP with Client's devices; however, Insight can also run OSPF, if required.
9. Client will configure and/or maintain relevant security tools and/or hardware to allow network management traffic to pass between the VPN Devices and the Managed Devices listed in Appendix A to enable the performance of Services (i.e., opening necessary firewall ports).
10. [use for InsightManaged Voice]
Client will perform failover testing on voice gateway Managed Devices (e.g., SRST) and validate proper functionality. If testing has not been performed or is not functional, Insight will utilize Engineering Services hours to complete testing and/or configuration changes as needed.
11. Client will provide and/or maintain the necessary rack space, power, cabling, and Heating Ventilation and Air Conditioning ("HVAC") for the VPN Devices (and any other such onsite Managed Devices or un-managed devices as required to enable the performance of the Services).
12. [use if integration included] Client personnel will provide material and detailed input during the Integration Services as required. Lack of participation by Client staff may extend the duration of the integration process or impact Insight's performance of the Services.

[project name]

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[client name long]

[date]

13. [use if integration not included] Lack of participation by Client staff may impact Insight's performance of the Services.
14. Client is required to monitor and maintain the integrity of the cable infrastructure in the local area network and the end user hardware and software (servers/workstations) served by the local area network.
15. Client is responsible for troubleshooting of any potential issues that may be related to hardware or software not listed in Appendix A. If Client requests assistance from Insight to troubleshoot hardware or software issues for these non-Managed Devices, troubleshooting support will be provided by Insight at the rates under the Engineering Services hours allocation described in Appendix B. Insight reserves the right to decline supporting these non-Managed Devices at its discretion.
16. [use for InsightManaged Voice]
If Insight will not be performing Services on Client's Wide Area Network (WAN) and/or Local Area Network (LAN) infrastructure, Client is responsible for any troubleshooting of WAN-related issues, including those caused by incomplete configurations with "Quality of Service", and/or troubleshooting of any LAN-related issues including problems/incomplete configurations with "Class of Service". If Insight is alerted to a fault condition, and has validated that the fault condition is related to a WAN/LAN issue, Client will provide such assistance to Insight in a timely manner consistent with the Priority of the fault condition. If Insight's assistance is requested by Client, Insight will use commercially reasonable efforts to provide such assistance and the actual effort required will be provided by Insight at the rates under the Engineering Services hours allocation described in Appendix B.
17. Client will maintain and keep current original manufacturer maintenance ("OEM") coverage (e.g., Cisco SMARTnet) or third-party maintenance coverage, whatever the case may be, on Managed Devices. Troubleshooting and fault management for any Managed Devices that are not covered by OEM or third-party maintenance coverage, or have been designated by the hardware vendor as End of Maintenance (or similar vendor-specific designation) will be provided at the rates under the Engineering Services described in Appendix B, excluding any parts.
18. Client authorizes the appropriate use of Insight jump boxes, co-located in secured redundant facilities, by authorized Insight Managed Services personnel. Connections are made via Secure Shell or Remote Desktop Protocol prior to establishing connectivity into Managed Devices. This method of connectivity and traceability is established as per Insight Managed Services certification and compliance with Payment Card Industry (PCI) standards.
19. [use if any InsightManaged Data Center is included in pricing- Appendix A]
Client agrees to provide out-of-band access to server Managed Devices in the form of an IP-enabled keyboard, video, and mouse (KVM) system or interface cards (e.g., HP iLO, Dell DRAC, IBM RSA). Troubleshooting and fault management for any server Managed Devices that do not have out-of-band access will be provided at the rates under the Engineering Services described in Appendix B.
20. [use if any InsightManaged Data Center is included in pricing- Appendix A]
Insight's ability to deliver the Services for VMware environments is dependent upon VMware vCenter. Insight prefers to use Insight's vCenter deployment; however, if Client chooses to use Client's deployment, Insight requires that it be configured to provide to Insight the necessary data to perform the Services and requires administrative rights. Engineering Services hours will be utilized to perform the initial configuration of the Client vCenter deployment (if utilized) and to repair vCenter if Client performs actions that disrupt or limit the Client-owned vCenter's ability to send the required data to Insight.
21. Client authorizes Insight to implement and/or maintain authentication on Managed Devices utilizing one of the following methods:
 - a. Insight TACACS system

- i. Insight will create/maintain two individual accounts using our TACACS server for Client team to access Managed Devices, i.e., Level 1 (Exec) and Level 15 (Enable) account types.
 - ii. Only Managed Devices listed in Appendix A and capable of utilizing TACACS will authenticate to the Insight TACACS system.
 - b. Client TACACS or RADIUS system
 - i. Client authorizes Insight to utilize the Client TACACS/RADIUS server for authentication.
 - ii. Client will provide two accounts for shared access, named IMSOPS and IMSENG, and one service account with a name to be determined during the Integration Services period.
 - iii. Insight will adhere to any reasonable Client password change policies for these accounts.
 - c. Client Active Directory system
 - i. Client will provide Insight with one account for shared access on server Managed Devices, named IMSENG. This account will provide Insight with administrative rights for service accounts to voice server Managed Devices, including domain rights and domain administrator privileges, as required by Insight.
 - ii. Insight will adhere to any reasonable Client password change policies for this account.
- 22. Client will provide all of the following under this SOW:
 - a. A Level 1 Help Desk to receive end user calls, perform basic end-user troubleshooting, and escalate system-level issues on Managed Devices to the Insight Operations Center.
 - b. A current list of Client personnel authorized to access Client's Managed Devices with timely updates to Insight for any Client changes.
 - c. A limited letter of agency authorizing Insight to represent Client to telecommunication service providers as reasonably required in connection with the Services.
 - d. A limited letter of agency authorizing Insight to represent Client to hardware/software vendors, allowing Insight network engineers to open support or hardware replacement requests for Managed Devices covered under any OEM or third-party warranty or maintenance contract.
 - e. All necessary server run book information and media, such as software, CDs, and applicable license keys, as required to enable Insight to remotely reinstall software as needed to perform the Services. Client is responsible for contacting the manufacturer or publisher, whatever the case may be, to obtain duplicate license, installation manuals, etc.
 - f. Lead-time commitment for planned configuration changes as mutually agreed upon between Insight and Client.
 - g. Documentation, upon request, for hardware not specified in Appendix A, as required to perform the Services.
 - h. Documented escalation procedures preferred by Client.
 - i. Environmental and operational conditions that comply with OEM specifications for all Managed Devices and associated hardware.
 - j. Reasonable assistance to Insight throughout problem resolution for Managed Devices, as well as other hardware and software not specified in Appendix A, as required, including onsite, "hands-on" support to perform tasks outside the reasonable control of

Insight's performance of the Services. Insight can provide Dispatch Services under Appendix B for onsite, "hands-on" support to supplement Client's problem resolution requirements. Insight will provide direction for all "hands-on" support tasks required to perform the Services. Examples of "hands-on" support tasks include, but are not limited to:

- Replacing failed hardware
 - Rebooting of a Managed Device that cannot be addressed remotely
 - Visually inspecting Managed Devices
 - Performing initial configuration to give Insight basic connectivity to the Managed Device
- k. Such other information and access to the personnel and facilities of Client as Insight may reasonably request.

5.4 Governance Reviews

Each party will designate its representatives, including a member of the party's leadership team, on a committee (the "Governance Committee") that thereafter throughout the Service Term will address and be responsible for defining and implementing a structure for handling any matters of governance and administration that may arise in connection with this SOW. This includes matters involving: (i) monitoring the general progress of the performance of the Services; and (ii) discussing and attempting to resolve problems referred by the Insight Service Delivery Manager or the Client liaison. Each party may, upon reasonable written notice to the other party, replace its Governance Committee members at any time in its discretion if the replacement is an employee with comparable knowledge, experience, and familiarity with this SOW, provided that at all times at least one member must be an executive member of the leadership team of the party. Any other replacement is subject to the other party's consent, which shall not be unreasonably withheld or delayed.

[use for Scenario 1 in table below] The Governance Committee will meet on an annual basis via conference call at a time as determined by the parties' agreement.

[use for Scenario 2 in table below] The Governance Committee will meet on an annual basis at a Client location or via conference call or at such place and time as determined by the parties' agreement.

[use for Scenario 3 in table below] The Governance Committee will meet on a semi-annual basis, once at a Client location, and once via conference call, at such place and time as determined by the parties' agreement.

[use for Scenario 4 in table below] The Governance Committee will meet quarterly, twice at a Client location, and twice via conference call, at such place and time as determined by the parties' agreement.

[Delete Table upon determining Governance Scenario – for information purposes only to know which language to include above]

Scenarios	Monthly Spend (If options, use 36 Month Total Monthly Fee)	Frequency	Onsite/Remote
1	<\$10,000	Annual	Remote
2	\$10,000 - \$30,000	Annual	Onsite/Remote
3	\$30,001 - \$60,000	Semi-annual	1 Onsite/1 Remote

[project name]

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[client name long]

[date]

4	>\$60,000	Quarterly	2 Onsite/2 Remote

5.5 Resource Team:

Project Sponsor, [Enter Client name] – [Enter Project Sponsor's full name]

Support Resource(s), [Enter Client name] – TBD

Services Manager, Insight – David Hostetler

Solutions Sales Executive, Insight – [Enter Solutions Sales Executive's name]

Account Executive, Insight – [Enter the Account Executive's full name]

SOW Prepared by, Insight – [Enter name of person who scoped SOW and Sol Cons]

5.6 Change Request Procedure:

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Appendix C. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is five (5) business days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Notwithstanding the foregoing, any change in (1) the quantity of a Managed Device supported or (2) the roster of Managed Devices in Appendix A shall not be considered alterations to the scope of work so long as such change does not require any other modifications to this SOW. Such changes shall be sufficiently be requested and documented by email alone.

6. SERVICE FEES

6.1 Integration Services Fee

[delete this sub-section if no Integration]

[1. use this paragraph if integration included and fee listed in Appendix A] The Integration Services will be provided for a fixed fee as outlined in Appendix A (the "Integration Services Fee"), which includes Client's use of the VPN Device under this SOW, as well as any travel and living expenses incurred in the performance of the Integration Services.

[2. use this paragraph if integration included and Eng hours used to pay integration] Engineering Services hours will be used to perform any required Integration Services.

6.2 Remote Network Operations Services Fee

The Remote Network Operations Services will be provided for a monthly fee equal to the "Total Monthly Fee" set forth in Appendix A, which includes the Monthly Management Fees and the Monthly Engineering Services Fees identified in the same Appendix. The Monthly Management Fees due by Client pursuant to this SOW are based on a per-Managed Device charge, and may fluctuate based upon the Managed Device quantities, and mix under management in a given billing period based on Client authorization. Client may adjust the quantity and mix of said Managed Devices under management without penalty as long as it does not conflict with the Minimum Monthly Commitment ("MMC") outlined below.

[project name]

Statement of Work # [SOW #] v 1.0

[client name long]

[date]

Billing for the Total Monthly Fee will commence on the Start Date or 60 days from the execution of this SOW, whichever date is earlier, unless Insight is responsible for the delay.

Client's MMC for the Service Term is equal to 80% of the "Total Monthly Fee" identified in Appendix A. If the MMC is not met in any given month, for any reason, including but not limited to, the total number of listed Managed Devices in Appendix A falls below 80%, then a shortfall fee equal to the difference between the MMC and the actual billed amount will be assessed by Insight on the invoice. The parties agree that shortfall fees represent a fair and reasonable estimate of Insight's damages under such circumstances, which will be paid as liquidated damages and not as a penalty. Payment of these damages will be made in accordance with the terms of this SOW. Client may adjust the Managed Device count under this SOW upon written notice to Insight, subject in all cases to Client's obligation to meet the MMC.

[the following 2 paragraphs are for VOICE only. Use only what's needed based on pricing sheet – phones, mailboxes or agents.]

[The "exceeds" number will be the maximum number of phones/mailboxes quoted on the pricing table]

If the total number of configured Internet Protocol ("IP") and Analog phones and/or mailboxes exceeds [#], the Total Monthly Management Fee will be increased by \$[#] for each additional increment of 100 IP and Analog phones and/or mailboxes. If an increment is less than 100, the Total Monthly Management Fee shall be increased by \$[#] on account of that increment. Each configured IP and Analog phone and/or mailbox will be reported from the Communications Manager Managed Device and/or Unity Managed Device at the end of each month and Insight will provide Client with volume reports of configured IP and Analog phones and/or mailboxes on the monthly status report. The parties will audit and true-up the total number of phones and/or mailboxes monthly.

[The "exceeds" number will be the maximum number of agents quoted on the pricing table]

If the total number of configured Internet Protocol ("IP") agents exceeds [#], the Total Monthly Management Fee will be increased by \$[#] for each additional increment of 25 IP agents. If an increment is less than 25, the Total Monthly Management Fee will be increased by \$[#] on account of that increment. Each configured IP agent will be reported from the UCCE Admin Workstation (AW) Managed Device at the end of each month and Insight will provide Client with volume reports of configured IP agents on the monthly status report. The parties will audit and true-up the total number of IP agents monthly.

[the following 3 paragraphs are for DATA CENTER only. Use only what's needed based on pricing sheet – Backup Software, Anti-Virus Software, Active Directory/DNS.]

[The "exceeds" number will be the number of Backup Software Server Packages quoted on the pricing table, multiplied by 50]

As it relates to the Server Backup Software Agents Services, as described in Appendix B, if the total number of servers exceeds [#], the Total Monthly Management Fee will be increased by \$[#] for each additional increment of 50 servers. If an increment is less than 50, the Total Monthly Management Fee shall be increased by \$[#] on account of that increment. Insight will provide Client with the then-current quantity of servers on the monthly status report. The parties will audit and true-up the total number of servers monthly.

[The "exceeds" number will be the number of Anti-Virus Software Server Packages quoted on the pricing table, multiplied by 50]

As it relates to the Server Anti-Virus Software Agents Services, as described in Appendix B, if the total number of servers exceeds [#], the Total Monthly Management Fee will be increased by \$[#] for each additional increment of 50 servers. If an increment is less than 50, the Total Monthly Management Fee shall be increased by \$[#] on account of that increment. Insight will provide Client with the then-current quantity of servers on the monthly status report. The parties will audit and true-up the total number of servers monthly.

[The "exceeds" number will be the number of Active Directory/DNS Server Packages quoted on the pricing table, multiplied by 50]

As it relates to the Active Directory and Domain Name Services, as described in Appendix B, if the total number of servers exceeds [#], the Total Monthly Management Fee will be increased by \$[#] for each additional increment of 50 servers. If an increment is less than 50, the Total Monthly Management Fee shall be increased by \$[#] on account of that increment. Insight will provide Client with the then-current quantity of servers on the monthly status report. The parties will audit and true-up the total number of servers monthly.

6.3 Dispatch Services Fee

The Dispatch Services will be provided for the fees outlined in Appendix B, and in accordance with contract 4400001195.

6.4 Fee Modifications

Billing for any Service modifications (e.g., additional Managed Devices) will commence on the day Insight starts such Services, prorated for the first month based on the number of days remaining in the month.

6.5 Payment

Client will be invoiced for the Integration Services Fee upon execution of this SOW by the parties and a Client issued purchase order. Client will be invoiced monthly in advance for the Total Monthly Fee. All other fees, expenses and other amounts due hereunder will be invoiced monthly in arrears.

7. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

7.1 Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) shall prevail.

7.2 Travel Expenses

Travel-related expenses will be billed at actual cost; customary expenses include, but are not limited to airfare, taxi, hotel, car rental, daily per diem rate of \$50.00, and miscellaneous transportation costs (gasoline, parking, tolls, etc.).

7.3 Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. [add any other project-specific assumptions here]
2. In order for Insight to accept Purchase Orders against this SOW, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going www.uscommunities.org.
3. Insight has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside) in connection with the Services. Further, Insight has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure in connection with the Services. To the extent that any such construction-type services are required, such services will be performed by another person or entity engaged directly by Client.

4. Insight will not install or provide assistance for any unlicensed software on any Managed Device(s).
5. In the event of international carriers that restrict out-of-country calling and thereby prevent Insight from engaging the carrier due to circuit issues, Insight will be limited in the ability to perform the Services on these international Managed Devices.
6. Any Managed Device that has a fault condition in which the repair is outside the control of Insight and is causing excessive alerts to be generated to Insight may (upon notification to Client) be taken out of Insight's monitoring tools temporarily. No Engineering Services hours will be charged to take the Managed Device(s) out of or to place them back into Insight's monitoring tools once the repair is complete.
7. This offer of Services will be good for 30 days from the date on the cover of this SOW.
8. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Client.
9. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
10. This engagement does not include:
 - a. [add any other exclusions here]
 - b.
 - c. Electrical or cabling services
 - d. Formal user training

7.4 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

7.5 Case Study

Upon successful completion of the engagement, Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed and approved in advance by Client), in conjunction with Client's name.

7.6 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

General Terms and Conditions

1. **Entire Agreement.** The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400001195 (RQ09-997736-42B) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400001195 (RQ09-997736-42B), the terms and conditions of Contract 4400001195 (RQ09-997736-42B) will prevail.
2. **Term.** The term of this SOW is defined in Section 4 "Service Term" above.
3. **Service Termination.** The terms and conditions for termination are defined in Section 4 "Service Term" above.
4. **Invoicing/Payment.** Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
 - (a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.
 - (b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.
5. **Services.**
 - (a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).
 - (b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.
6. **Limited Service Warranty.** Insight represents and warrants that:
 - (a) It has the full power and authority to enter into this SOW;
 - (b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;
 - (c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and
 - (d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party
7. **Warranty Disclaimer.** THE EXPRESS WARRANTIES IN SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

8. Remedies. In addition to the remedies contained in Contract 4400001195 (RQ09-997736-42B), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the Parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **IP Infringement.** If Client's use of Work Product delivered under this SOW is, or is likely to be, enjoined due to a third party Claim of infringement or misappropriation, Insight will, at its expense, (i) procure for Client the right to continue using the Work Product, or (ii) replace or modify the Work Product to make it non-infringing. If neither of the foregoing alternatives are commercially reasonable, Insight shall refund any fees paid for the infringing Work Product.

(c) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within two years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

10. Indemnification. See Contract 4400001195 (RQ09-997736-42B) for Indemnification provisions.

11. Limitation of Liability. See Contract 4400001195 (RQ09-997736-42B) for Limitation of Liability provisions.

12. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

13. Insurance. See Contract 4400001195 (RQ09-997736-42B) for Insurance provisions.

14. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

15. Governing Law. This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

16. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for 1 year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

17. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or

permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

Client and Insight have executed this SOW effective as of the Effective Date. Client acknowledges that it has carefully read and agrees to this entire SOW, and that this SOW is a binding agreement between Insight and Client. Client represents and warrants that the individual executing this SOW has the authority to bind Client in this matter.

Insight**Client**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The following section must be completed before this SOW can be processed:**Invoicing Procedures:****Method**

Insight will send invoices and the monthly task report for Engineering Services electronically via email addressed to _____ (email) with a cc: to _____ (email). Any changes to these invoicing procedures will be provided by Client in writing to the Insight Service Delivery Manager (email is acceptable).

If Client requests a paper copy of an invoice or the monthly task report, Insight will send it to the following address:

[client name long]

Address: _____

Attention: Accounts Payable

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

PO Process (Client to select one option below):

- ☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____**PO Release Number (if applicable):** _____**Internal Billing Reference Number/Name:** _____

- ☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

APPENDIX A

Managed Devices and Fees

[Insert info from Excel spreadsheet below. Insert the table using "paste special" as a picture. Then format the picture to "in line with text" under the "format" tab, and change the paragraph to "centered". Adjust the size of the picture to fit.]

NOTE: remove red triangle comments from pricing table before copying.]

[Here's a sample pricing table – be sure to replace]

InsightManagedSM Data Services

Network Device Type	Quantity	Price	Monthly Mgmt Fees
Routers			
Cisco Router (800-7600) (Max 2 Circuits/2 WAN Interfaces)		\$0.00	\$0.00
DSL or VPN Uplift on Cisco Router (800-7600)		\$0.00	\$0.00
Additional Circuit Bundle (Quantity 2)		\$0.00	\$0.00
Premium Performance Management - Router (2 Circuits)		\$0.00	\$0.00
Switches			
Cisco Closet Switches (2900-3700) (L2/L3 - No Circuits)		\$0.00	\$0.00
Cisco Etherswitch Module for Router		\$0.00	\$0.00
Network/Application Management			
Cisco BBSM		\$0.00	\$0.00
Security Device Management			
Cisco PIX (501-506E)		\$0.00	\$0.00
Cisco PIX Primary or Active Failover (515E-535)		\$0.00	\$0.00
Cisco PIX Passive Failover (515E-535)		\$0.00	\$0.00
Other			
Other device #1		\$0.00	\$0.00
InsightManaged Data Subtotal			\$0.00

Monthly Management Fee Subtotal **\$0.00**

Engineering Services

Engineering Services Type		Monthly Fees
Non-IPCC Bucket:	Use the Dropdown to Pick a Bucket	\$0.00
IPCC Bucket:	Use the Dropdown to Pick a Bucket	\$0.00
Engineering Services Subtotal		\$0.00

Term Discount Schedule		Monthly Fees				One-Time Fee
Term (Choose One)	Discount (%)	Total Monthly Mgmt Fee	MAC Pack Services Fee	Engineering Services Fee	Total Monthly Fee	Integration Fee
Total Gross Monthly Fees		\$0.00	\$0.00	\$0.00	\$0.00	Select Option Below
☐ 24 Months	0%	\$0.00	\$0.00	\$0.00	\$0.00	Select Option Below
☐ 36 Months	10%	\$0.00	\$0.00	\$0.00	\$0.00	Select Option Below
☐ 60 Months	20%	\$0.00	\$0.00	\$0.00	\$0.00	Select Option Below

[update following sections – remove what's not needed]

APPENDIX B Services

INTEGRATION SERVICES

[use if no integration]

No integration services are included in this SOW.

[use if integration included]

Integration Tasks

Before performing the Remote Network Operations Services, Insight will provide Client with the following integration tasks as described in the table below (the "Integration Services"). Integration Tasks are subject to Client's participation in the regularly scheduled integration status meetings and completion of tasks assigned to Client. Failure of Client to perform their assigned tasks may result in delays of integration and missed completion time-lines. Insight will escalate such delays to the Governance Committee, as necessary, to provide notice to Client's executive stakeholders and outline an Action Plan necessary to resolve in an expedited manner.

Integration Tasks	Insight Responsibility	Client Responsibility
1. Remotely conduct a kick-off meeting to introduce Client's networking team to the Insight Service Delivery Manager and Primary Engineer designated to Client's account.	✓	
2. If applicable, review ramp-up time required for custom Device support. Depending on device type and scope, the Integration Services timeline may or may not be affected.	✓	
3. Participate in kick-off meeting.		✓
4. [use if only one Datacenter in #4 below] Provide Insight with a local site contact name at Datacenter #1 (as defined below) to receive the VPN Device. [use if more than one Datacenter in #4 below] Provide Insight with a local site contact name at Datacenter #1 (as defined below) and Datacenter #2 (as defined below) to receive the VPN Devices.		✓
5. [use if only one VPN Device] [update] – Ship the VPN Device to the following Client datacenter: a. One VPN Device at Client-specified location ("Datacenter #1") [use if more than one VPN Device] [update] – Ship the VPN Devices to the following Client datacenters: b. One VPN Device at first Client-specified location ("Datacenter #1") c. One VPN Device at second Client-specified location ("Datacenter #2")	✓	
6. Receive, unpack, rack and cable the VPN Device [Devices] at the Client datacenters.		✓
7. Jointly design and remotely implement VPN connectivity between Client datacenter [datacenters] and the Insight Operations Center.	✓	✓
8. Provide sample limited letters of agency to Client authorizing Insight to represent Client to all telecommunications and maintenance vendors for Managed Devices, hardware and software managed by Insight.	✓	
9. Complete limited letters of agency and submit to applicable telecommunications carriers (e.g., AT&T, Verizon Business, Qwest) and software/hardware maintenance vendors (e.g., Cisco Systems, Juniper,		✓

APPENDIX B

Services

<i>Integration Tasks</i>	<i>Insight Responsibility</i>	<i>Client Responsibility</i>
HP, Dell, IBM)		
10. Provide carrier contact information for each site to be managed by Insight.		✓
11. Provide site address and phone number, device model number and wide-area network IP address, circuit id, and dial-in access number, if applicable, for each site to be managed by Insight. Insight can assist with providing data if currently engaged with providing services for the Managed Devices, if applicable.		✓
12. Provide TACACS (e.g., "IMSOPS", "IMSENG") and/or Active Directory (e.g., "IMSENG") accounts for use by Insight and fallback username and passwords.		✓
13. Assess current state of the Managed Devices' configurations, if applicable.	✓	
14. Provide recommendations based on industry best practices for Managed Device configuration changes, if applicable. If approved by Client, implement these recommended configuration changes utilizing Engineering Service hours.	✓	
15. Implement device configuration changes required to manage the Managed Devices.	✓	
16. If software upgrades and/or patches are needed to bring Managed Devices up to the minimum standards required to manage the Managed Devices, Insight or Client must implement these changes. If Insight is asked to implement these changes, Engineering Service hours will be used.	✓	✓
17. Configure Insight management tools with Client's site and Managed Device information.	✓	
18. Configure a portal interface for Client and train Client's networking team to use the portal.	✓	
19. Provide Client resources to participate in training on how to use the portal.		✓
20. Provide template notification flowchart to Client that will be used by Insight engineers to determine how and when to contact Client if and when an event occurs on a Managed Device.	✓	
21. Assist in the necessary updates to create a customized notification flowchart that will be used by Insight engineers to determine how and when to contact Client if and when an event occurs on a Managed Device.		✓
22. [include 22-24 only if services include InsightManaged SIEM] Configure the SIEM Managed Device(s) using the following steps: a. Upgrade SIEM Managed Device(s) to latest operating system version and patch level. Additional fees may apply if a SIEM Managed Device operating system is more than two versions behind the latest manufacturer release. b. Configure Dynamic IDS signature updates (if applicable). c. Configure SMTP servers (if desired). d. Configure usernames, passwords, and roles (up to 5 users). e. Configure reports (up to two reports). f. Configure incident notifications. g. Configure monitored device information in the SIEM Managed Device(s) (for up to 20 devices).	✓	
23. Provide a detailed list of the devices that the SIEM Managed Device(s) may alert on including, but not limited to: a. Device names and types b. IP addresses		✓

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<i>Integration Tasks</i>	<i>Insight Responsibility</i>	<i>Client Responsibility</i>
c. Operating system versions d. Patch and/or service pack versions e. Configuration information		
24. Configure all hardware and software that will be monitored by the SIEM Managed Device(s) to send data (e.g., syslogs, SNMP, netflow) to the SIEM Managed Device(s), and to configure proper login access to these devices from the SIEM Managed Device(s) as applicable.		✓

[include Tuning Period section only if services include InsightManaged SIEM]

Tuning Period

During the Integration Services, a two-week period will be used for the purpose of having the SIEM Managed Device(s) collect data about the Client network environment that Insight will then use to configure and tune the SIEM Managed Device(s) (the "Tuning Period"). No notification of security events from the SIEM Managed Device(s) or 24x7 security event validation services will be performed during the Tuning Period. Client participation will be required during the Tuning Period to ensure proper configuration and tuning.

Any significant change to SIEM configuration after the Tuning Period has been completed, including, but not limited to, the addition of large quantities or types of new hardware or software (i.e., servers, Netflow) to the SIEM Managed Device may require Engineering Services to perform additional tuning to prevent unnecessary security event or alerting activity. The duration of these subsequent tunings will vary depending upon the number of devices or technologies brought in to the Client's network environment for SIEM management.

VPN Connectivity

[1. use this paragraph if one VPN Device]

As part of the Integration Services, Insight will loan Client one VPN device (the "VPN Device") in connection with Insight's performance of the Services. The VPN Device is loaned to Client solely to support Insight's performance of the Services. If Insight, in its sole discretion, detects misuse of the VPN Device, Insight may terminate the use of Client's use of the VPN Device, suspend performance of the Services or terminate this SOW in accordance with Insight's termination rights under the "Termination" section of this SOW. Client will keep the VPN Device free from all liens, encumbrances, charges and security interests and will take or permit no action that would diminish in any manner Insight's right, title or interest in the VPN Device. Client will have no right, title or interest in the VPN Device, unless Client fails to return and subsequently pays for VPN Device consistent with the following sentences. Client will return the VPN Device to Insight within 30 days of the termination or expiration of this SOW, or at a time as otherwise agreed to in writing by the parties. Further, Client will return the VPN Device in the same physical and operating condition as when originally provided by Insight to Client, reasonable wear and tear excepted. If Client does not or is otherwise unable (for whatever reason) to return the VPN Device to Insight in the same physical and operating condition as when originally provided by Insight to Client (reasonable wear and tear excepted) by the agreed date of return or within the 30-day period after the expiration/termination of this SOW, whichever is later, then Client will pay Insight an amount equal to \$750, adjusted for depreciation (in addition to all other amounts otherwise owing by Client to Insight).

[2. use this paragraph if more than one VPN Device]

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As part of the Integration Services, Insight will loan Client VPN devices (the "VPN Devices") in connection with Insight's performance of the Services. The VPN Devices are loaned to Client solely to support Insight's performance of the Services. If Insight, in its sole discretion, detects misuse of the VPN Devices, Insight may terminate the use of Client's use of the VPN Devices, suspend performance of the Services or terminate this SOW in accordance with Insight's termination rights under the "Termination" section of this SOW. Client will keep the VPN Devices free from all liens, encumbrances, charges and security interests and will take or permit no action that would diminish in any manner Insight's right, title or interest in the VPN Devices. Client will have no right, title or interest in the VPN Devices, unless Client fails to return and subsequently pays for VPN Devices consistent with the following sentences. Client shall return the VPN Devices to Insight within 30 days of the termination or expiration of this SOW, or at a time as otherwise agreed to in writing by the parties. Further, Client will return the VPN Devices in the same physical and operating condition as when originally provided by Insight to Client, reasonable wear and tear excepted. If Client does not or is otherwise unable (for whatever reason) to return the VPN Devices to Insight in the same physical and operating condition as when originally provided by Insight to Client (reasonable wear and tear excepted) by the agreed date of return or within the 30-day period after the expiration/termination of this SOW, whichever is later, then Client shall pay to Insight an amount equal to \$750 per Device, adjusted for depreciation (in addition to all other amounts otherwise owing by Client to Insight).

Integration Services: Assumptions and Requirements

1. Client will promptly make any changes necessary to allow the correct flow of data traffic through the Client's network for management access. This includes, but is not limited to, opening required management ports, making route changes and creating network address translations.
2. Client will promptly provide Insight with change windows that will allow the integration to stay on target to meet the agreed upon completion date.
3. Client will allow Insight to take any steps required to manage the Managed Devices. This includes, but is not limited to, applying management configurations and installing management agents.

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REMOTE NETWORK OPERATIONS SERVICES

[update – delete any services not included in this SOW]

Insight will provide Client with the specific day-to-day InsightManagedSM Data, InsightManagedSM Security, InsightManagedSM SIEM, InsightManagedSM Voice, InsightManagedSM Video, InsightManagedSM Data Center, and InsightManagedSM Watch support, maintenance and monitoring services identified and defined in this Appendix B.

Description of Services (for all offerings)

Service	Description	Frequency
1. On-line Device and Ticket Status	Provide on-line access to view real-time Managed Device and trouble ticket status via an Internet portal.	24 hours per day, 7 days per week, 365 days per year (excluding maintenance windows)
2. Asset Management	Maintain detailed asset information for each Managed Device and connection including manufacturer make/model, location, operating system version, maintenance agreement, serial number, IP address, and circuit ID, as applicable.	As required
3. Activity Reporting	- Deliver a report via an Internet portal or email that provides a detailed list of tickets. - Provide a detailed accounting of Engineering Services hours incurred, including the services delivered, with respect to such hours. - Provide detailed list of actionable items completed for the reporting period, outstanding actionable items not yet completed, due date for completing such outstanding items, recommended changes for the following reporting period, and items requiring management attention.	Monthly
4. Engineering Support	[Note: both sets of bullets below could be included, if there are Foundation and Enhanced services included] [Include this if Foundation Services are included] For Foundation Services: - Engineers will be assigned on a per-request basis for Engineering Services. - Upon request by Client, engineers can attend Service Delivery and/or Governance meetings. If such request is made by Client, Engineering Services hours will be utilized. [Include these bullets if Enhanced Services are included] For Enhanced Services: - One primary and one secondary engineer will be assigned to Client for each Service listed in Appendix A (excluding InsightManaged Watch). - The assigned engineers will act as the primary point of contact for Fault Management and Engineering Services requests. - Assigned primary engineers will attend ongoing Service Delivery Management meetings as required.	As required
5. Service Delivery Management	- Single point of contact for Client including: - Day-to-day RNOC/Client interaction - Management of Client Engineering Services-related projects - Execution of Client contract/scope - Client escalations - Meet monthly with Client to review Insight's performance and discuss the previous period's activity and any upcoming Client business changes that may impact the network.	As required
6. Network Documentation	Maintain Client-specific diagram(s) documenting the current physical and logical connectivity of the Managed Devices	As required

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Insight Remote Network Operations Services – Service Levels (for all offerings)

Service Level Definition	Priority/ Severity	Service Level Commitment
1. Insight email notification to Client of security event (the "Security Notification") (InsightManaged Security only)	Severity 1	Within 15 minutes of event discovery. Severity 1 events are reviewed on a real-time basis.
	Severity 2	At the next weekly reporting date. Severity 2 events are reviewed on a weekly basis.
	Severity 3	At the next monthly reporting date. Severity 3 events are reviewed on a monthly basis.
2. Insight email notification to Client of network event (the "Initial Notification")	Priority 1	Within 15 minutes of event discovery.
	Priority 2	Within 30 minutes of event discovery.
	Priority 3	Within 4 hours of event discovery.
	Priority 4	At the next monthly reporting date.
3. Email status updates to Client throughout problem resolution process (the "Status Update")*	Priority 1	1 hour intervals unless extended by Client.
	Priority 2	2 hour intervals unless extended by Client.
	Priority 3	24 hour intervals unless extended by Client.
	Priority 4	At the next monthly reporting date.
4. Mean Time to Repair (the "MTTR") (Not applicable for Foundation Services) [include MTTR language only if Total Monthly Fee is greater than \$15K AND includes Enhanced level offerings]	Priority 1	The average (mean) time to Repair errors will be within four (4) hours, calculated on a monthly basis.
	Priority 2	The average (mean) time to Repair errors will be within eight (8) hours, calculated on a monthly basis.

*Status Update service level definition not applicable on Managed Devices under InsightManaged Watch offering.

NETWORK EVENT PRIORITY LEVEL DEFINITIONS

- Priority 1** Host site, data center or e-commerce complex is down, network performance is severely degraded, or event causing critical impact to business operations if service is not restored quickly. Workarounds are not available. Client is willing to commit substantial resources 24/7 to resolve the situation.
- Priority 2** Remote site is down, network performance is degraded, backup devices/connections have initiated, or event impacting significant aspects of business operations. Manual workarounds are available. Client is willing to commit full-time resources during normal business hours to resolve the situation.
- Priority 3** Network, call center, phone system, or system performance is slightly degraded or network functionality is impaired with limited impact to business operations.
- Priority 4** Client requires information or assistance on product capabilities, installation or configuration. This category also includes scheduled maintenance and enhancements.

SECURITY EVENT SEVERITY LEVEL DEFINITIONS

- Severity 1** A security event that is or could become a serious and immediate threat to any Managed Device or host being protected. Client is willing to commit substantial resources 24/7 to resolve the situation.
- Severity 2** A security event that is or could become a future threat, but has been determined as not a serious and/or immediate threat to any Managed Device or host being protected.
- Severity 3** A security event that is or could become an annoyance or minor threat, or has been determined as a non-threat situation resulting from either authorized or unauthorized network activity.

[include only if Video included]

VIDEOCONFERENCING FAULT CONDITION PRIORITY LEVEL DEFINITIONS

- Priority 1** Videoconferencing end-point is down, network performance is severely degraded, or event causing severe impact to usability if service is not restored quickly. Workarounds are not available.
- Priority 2** Videoconferencing performance is degraded but usable.

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- Priority 3** Videoconferencing performance is slightly degraded or impaired with limited impact to usability.
Priority 4 Client requires information or assistance on product capabilities, installation or configuration. This category also includes scheduled maintenance and enhancements.

[include following 2 sections on MTTR only if Enhanced services are included AND Total Monthly Fee is greater than \$15k]

MTTR SPECIFIC DEFINITIONS

"Repair" means: (i) the Managed Device experiencing a fault condition is replaced or repaired; or (ii) a workaround is put in place that enables appropriate connectivity or functionality.

The MTTR applies only to a fault condition on a Supported Device supported by the Enhanced Services that severely impacts Client employee connectivity to the network or voice systems.

Insight will calculate the MTTR Service Level Commitment monthly by calculating the average Repair time for all Priority 1 and Priority 2 faults during the month.

REPAIRS OUTSIDE THE SCOPE OF THE MTTR SLA

Any time attributable to delays caused by circumstances outside of Insight's responsibility and/or control will not be included for the purposes of calculating the Repair time as it relates to the MTTR. This includes delays caused by Client or Client's employees, device manufacturers, or other third-party vendors to provide Repair assistance activities that are required for Insight to complete the Repair. Any such Repair activity that includes delays as described above will not constitute a breach of the MTTR, and will not entitle Client to any of the credits set forth below. Notwithstanding the foregoing, any time spent by Insight to engage and manage the appropriate vendors, carriers or hardware manufacturers will fall within the scope of the MTTR.

Service Level Credits

Insight will credit Client's account with 10% of the portion of the Total Monthly Fees that is directly attributable to the affected Managed Device(s) for each missed Security Notification, Initial Notification, and Status Update described in the table in Section 2 above or Service Interruption that occurs in a single calendar month. A "Service Interruption" is defined as notification by Client to Insight, within 5 business days of an occurrence, that Insight's performance of the Services caused a Priority 1 or Priority 2 event. THE REMEDIES SET FORTH IN THIS SECTION WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND INSIGHT'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY BREACH OF THE SERVICE LEVELS IN THIS SOW BY INSIGHT.

If 3 or more Service Interruptions occur in any single calendar month, then the deficiency will be considered a material breach and, in addition to any remedy allowed under the previous paragraph in this Section, Client may terminate this SOW under the "**Termination**" Section of this SOW.

[include this MTTR sentence only if Total Monthly Fee is greater than \$15K]

In the event that the average MTTR is more than four (4) hours for Network Event Priority Level 1, or eight (8) hours for Network Event Priority Level 2 Fault Conditions, or both, in any given calendar month during the Service Term, a \$500 credit will be applied to the Total Monthly Fee for the immediately following month. If there is no fee due by the Client for the following month, Insight will refund the client \$500 or other such amount as pro-rated amount, applicable for the service period services were not available, within 30 (thirty) days.

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InsightManaged Data: Foundation – Operational Management

[If Data included, select this Foundation section or following Enhanced section (based on pricing table) and delete other]

Service	Description	Frequency
1. Monitoring	- Actively monitor Managed Devices and connections via ICMP pings and SNMP trap collection. Depending on Managed Device type and manufacturer, various system and interface elements are monitored including connectivity and utilization. - Lightweight Wireless Access Points (if applicable): Actively monitor Managed Devices and connections via ICMP (for statically configured LWAPs only).	24 hours per day, 7 days per week, 365 days per year
2. Level 1 Fault Management	- Notify Client of error conditions according to Service Levels. - Validate alerts for false positive suppression. - Provide initial (level 1) analysis to determine source of network problem. - Provide initial (level 1) troubleshooting of fault conditions. - Escalate to Client if initial troubleshooting does not correct the fault condition - Take the lead in working with service providers (carriers) to identify and resolve problems on data and voice circuits connected to Managed Devices. - Provide status updates to Client throughout Fault Management process according to Service Levels. - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location. - Unless otherwise indicated in Appendix A, additional fees apply for Managed Devices with the following features: - For voice gateways or routers acting as voice gateways: Managed Devices connected to a SIP circuit(s) and/or configured with Cisco's CUBE feature set - For routers: Managed Devices configured with a firewall feature set - For modular Managed Devices: Certain modules (typically modules running their own operating systems)	24 hours per day, 7 days per week, 365 days per year
3. Standard Performance Reporting (Routers Only)	- Generate reports on key performance statistics and trends for routers and circuits (maximum 2 circuits) including variables such as: - Routers: CPU utilization, memory utilization, and availability - Circuits (not including PRIs): Volume in bytes, bandwidth utilization, errors, discards, availability, frame size, latency - Provide Client with access to generate ad hoc performance reports on chassis and interface performance for Managed Devices. Client has ability to customize report by specifying parameters (network Managed Device/interface, element(s) to be reported, time interval, etc.)	Monthly scheduled reports and ad hoc reports 24x7 via Client portal
4. Configuration Archive	- Maintain current copy of Managed Device configuration. - Maintain three previous versions of Managed Device configuration. - Lightweight Wireless Access Points (if applicable): Maintain current copy of Managed Device configuration on Wireless LAN Controllers. - Lightweight Wireless Access Points (if applicable): Maintain copy of Cisco WCS database.	As required

Level 1 Troubleshooting Examples:

- Assess Managed Device availability via alternate methods (out-of-band, redundant network) to determine availability state.
- Engage carrier to perform isolation on WAN outages.
- Engage site contact to verify Managed Device status when carrier identifies device fault (verify power, visual check for device failure, environmental status, etc.).

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- Access Managed Device and gather additional detail on unavailable interface alerts. Determine correct escalation path (carrier/Client/vendor) to return interface to available.
- Capture detailed statistics on high CPU and/or memory utilization and forward details to Client.
- Capture relevant information on chassis health alarms (i.e. for module or environmental state) and escalate to Client.
- Access Managed Device and gather degraded circuit counters (alarms, error counts, etc.) to determine best course of action. Insight will work with the carrier to remove degradation source or escalate to Client for non-carrier related issues.
- Log into high availability Managed Device if a state change alarm is received to determine if the failover was successful.

SAMPLE

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InsightManaged Data: Enhanced – Operational Management

Service	Description	Frequency
1. Monitoring	- Actively monitor Managed Devices and connections via ICMP pings and SNMP trap collection. Depending on Managed Device type and manufacturer, various system and interface elements are monitored including connectivity and utilization. - Lightweight Wireless Access Points (if applicable): Actively monitor Managed Devices and connections via ICMP (for statically configured LWAPs only).	24 hours per day, 7 days per week, 365 days per year
2. Fault Management	- Notify Client of error conditions according to Service Levels. - Provide root cause analysis to determine source of network problem. - Take the lead in working with service providers and CPE vendors to identify/resolve problems, including working with hardware maintenance vendors to coordinate repair and/or replacement of Managed Devices. - Perform comprehensive troubleshooting and fault management to restore Managed Devices to operating condition. - Provide status updates to Client throughout Fault Management process according to Service Levels. - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location. - Conduct post-mortem meetings upon Client request within 48 hours of a major event (e.g., an outage greater than 12 hours, or an outage that requires public relations intervention). - Unless otherwise indicated in Appendix A, additional fees apply for Managed Devices with the following features: - For voice gateways or routers acting as voice gateways: Managed Devices connected to a SIP circuit(s) and/or configured with Cisco's CUBE feature set - For routers: Managed Devices configured with a firewall feature set - For modular Managed Devices: Fault Management on certain modules (typically modules running their own operating systems) - Schedule and implement emergency changes required to resolve a critical problem. In the absence of such procedures, or if Client is unavailable for timely approval, the change will be implemented at the discretion of Insight.	24 hours per day, 7 days per week, 365 days per year
3. Standard Performance Reporting (Routers Only)	- Generate reports on key performance statistics and trends for routers and circuits (maximum 2 circuits) including variables such as: - Routers: CPU utilization, memory utilization, and availability - Circuits (not including PRIs): Volume in bytes, bandwidth utilization, errors, discards, availability, frame size, latency - Provide Client with access to generate ad hoc performance reports on chassis and interface performance for Managed Devices. Client has ability to customize report by specifying parameters (network Managed Device/interface, element(s) to be reported, time interval, etc.)	Monthly scheduled reports and ad hoc reports 24x7
4. Configuration Archive	- Maintain current copy of Managed Device configuration. - Maintain three previous versions of Managed Device configuration. - Lightweight Wireless Access Points (if applicable): Maintain current copy of Managed Device configuration on Wireless LAN Controllers. - Lightweight Wireless Access Points (if applicable): Maintain copy of Cisco WCS database.	As required
5. Software Upgrades	- Software upgrades will be applied as needed to resolve a fault condition. - Software upgrades to enable or add feature enhancements to a Managed Device are considered part of Engineering Services.	24 hours per day, 7 days per week, 365 days per year

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InsightManaged Security: Foundation – Operational Management

[If Security included, select this Foundation section or following Enhanced section (based on pricing table) and delete other]

Service	Description	Frequency
1. Availability Monitoring	Actively monitor security Managed Devices for availability via ICMP and/or SNMP polling.	24 hours per day, 7 days per week, 365 days per year
2. Level 1 Fault Management	- Notify Client of error conditions according to Service Levels. - Validate hardware and software alerts for false positive suppression. - Provide initial (level 1) analysis to determine source of availability problem. - Provide initial (level 1) troubleshooting of fault conditions. - Escalate to Client if initial troubleshooting does not correct the fault condition. - Validate security alerts and gather applicable details to notify Client. - Provide status updates to Client throughout the initial troubleshooting process according to Service Levels. - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location.	24 hours per day, 7 days per week, 365 days per year
3. Firewall Configuration Monitoring	Monitor for configuration attempts made to firewall Managed Devices and send notifications to Client.	24 hours per day, 7 days per week, 365 days per year
4. Security Event Logging	- Collect security event data via syslog, SNMP and/or proprietary protocols and upload for analysis to an Insight centralized database. - Apply Insight logging standards to the Managed Devices.	24 hours per day, 7 days per week, 365 days per year
5. Security Log Retention	- Security device logs will be retained online in the event database for 3 months. - After 3 months, and for a maximum of 12 months, security device logs are available upon Client request. The requested logs will be extracted from the storage archive and delivered to Client via secure electronic medium (e.g., Secure FTP, encrypted email). NOTE: Insight will not search the security device logs for specific logging records, so the entire security device log for the requested timeframe will be provided. - At the end of each calendar year, the security device logs for up to the previous 12 months will be written to electronic media (e.g., DVD/CD-ROM) and the electronic media will be mailed to Client. After the electronic media is created, the security device logs will be permanently deleted.	As Required
6. Configuration Archive	Maintain current copy of Managed Device configuration. Depending on Managed Device type, the configuration will be stored centrally or on Client-provided resource.	As Required
7. Security Analysis Reporting	Deliver a report via an Internet portal providing a summary of the security event activity that occurred in the previous month.	Monthly

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<i>Service</i>	<i>Description</i>	<i>Frequency</i>
8. Standard Performance Reporting (PIX/ASA only)	- Generate reports on key performance statistics and trends for PIX/ASA Managed Devices and interfaces (maximum 2 interfaces) including variables such as: - Hardware: CPU utilization, memory utilization, and availability - Interfaces: Volume in bytes, bandwidth utilization, errors, discards, availability, frame size, latency - Provide Client with access to generate ad hoc performance reports on chassis and interface performance for Managed Devices. Client has the ability to customize the report by specifying parameters such as network Managed Device/interface, element(s) to be reported, and time interval.	Monthly scheduled reports
9. Ad Hoc Performance Reporting (PIX/ASA only)	- Provide Client with access to generate ad hoc performance reports on chassis and interface performance for Managed Devices. Client has the ability to customize the report by specifying parameters such as device/interface, element(s) to be reported, and time interval. - Reports will be posted for 24 hours on the Internet portal and may be printed by Client.	24 hours per day, 7 days per week, 365 days per year (excluding maintenance windows)
10. Engine & Signature Updates (IPS only)	Implementation of updated versions of IPS Analysis Engines & IPS Signatures will be performed upon request and will utilize Engineering Services hours.	Upon Request
11. Security Software Upgrades (InsightManaged Security Managed Devices listed in Appendix A Only)	- Upon receipt of High Severity Security Advisories from Managed Device vendor, Insight will follow the process outlined below to identify and address security vulnerabilities: - Identify affected Managed Devices (listed in Appendix A) and software versions - Recommend workaround or software upgrade. - Use Engineering Services to implement workaround or software upgrade. - Software upgrades are considered part of Engineering Services.	24 hours per day, 7 days per week, 365 days per year

Level 1 Troubleshooting Examples:

- Assess Managed Device availability via alternate methods (out-of-band, redundant network) to determine availability state.
- Engage site contact to verify Managed Device status for device fault issues (verify power, visual check for device failure, environmental status, etc.).
- Access Managed Device and gather additional detail on unavailable interface alerts. Determine correct escalation path to return interface to available.
- Capture detailed statistics on high CPU and/or memory utilization and escalate to Client.
- Capture relevant information on chassis health alarms (i.e. for module or environmental state) and escalate to Client.
- Log into high availability Managed Device if a state change alarm is received to determine if the failover was successful.

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InsightManaged Security: Enhanced – Operational Management

Service	Description	Frequency
1. Availability Monitoring	Actively monitor Managed Devices, various performance metrics, application services and connections via ICMP pings, host agents, synthetic transactions and SNMP trap collection. Depending on device type and manufacturer, various system and interface elements are monitored including connectivity and utilization.	24 hours per day, 7 days per week, 365 days per year
2. Fault Management	- Notify Client of error conditions according to Service Levels - Provide root cause analysis to determine source of availability problem. - Take the lead in working with hardware maintenance vendors to coordinate the repair and/or replacement of security Managed Devices. - Perform comprehensive troubleshooting and fault management to restore security Managed Devices to operating condition. - Provide status updates to Client throughout Fault Management process according to Service Levels. - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location. - Conduct post-mortem meetings upon Client request within 48 hours of a major event (e.g., an outage greater than 12 hours, or an outage that requires public relations intervention). - Schedule and implement emergency changes required to resolve a critical problem. In the absence of such procedures, or if Client is unavailable for timely approval, the change will be implemented at the discretion of Insight.	24 hours per day, 7 days per week, 365 days per year
3. Firewall Configuration Monitoring	Monitor for configuration attempts made to firewall Managed Devices and send notifications to Client.	24 hours per day, 7 days per week, 365 days per year
4. Security Event Logging	- Collect security event data via syslog, SNMP and/or proprietary protocols and upload for analysis to an Insight centralized database. - Apply Insight logging standards to the Managed Devices.	24 hours per day, 7 days per week, 365 days per year
5. Security Log Retention	- Security device logs will be retained online in the event database for 3 months. - After 3 months, and for a maximum of 12 months, security device logs are available upon Client request. The requested logs will be extracted from the storage archive and delivered to Client via secure electronic medium (e.g., Secure FTP, encrypted email). NOTE: Insight will not search the security device logs for specific logging records, so the entire security device log for the requested timeframe will be provided. - At the end of each calendar year, the security device logs for up to the previous 12 months will be written to electronic media (e.g., DVD/CD-ROM) and the electronic media will be mailed to Client. After the electronic media is created, the security device logs will be permanently deleted.	As Required
6. Configuration Archive	Maintain current copy of Managed Device configuration. Depending on Managed Device type, the configuration will be stored centrally or on Client-provided resource.	As Required
7. Security Analysis Reporting	Deliver a report via an Internet portal providing a summary of the security event activity that occurred in the previous month.	Monthly

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<i>Service</i>	<i>Description</i>	<i>Frequency</i>
8. Standard Performance Reporting (PIX/ASA only)	- Generate reports on key performance statistics and trends for PIX/ASA Managed Devices and interfaces (maximum 2 interfaces) including variables such as: - Hardware: CPU utilization, memory utilization, and availability - Interfaces: Volume in bytes, bandwidth utilization, errors, discards, availability, frame size, latency - Provide Client with access to generate ad hoc performance reports on chassis and interface performance for Managed Devices. Client has the ability to customize the report by specifying parameters such as network Managed Device/interface, element(s) to be reported, and time interval.	Monthly scheduled reports
9. Ad Hoc Performance Reporting (PIX/ASA only)	- Provide Client with access to generate ad hoc performance reports on chassis and interface performance for Managed Devices. Client has the ability to customize the report by specifying parameters such as device/interface, element(s) to be reported, and time interval. - Reports will be posted for 24 hours on the Internet portal and may be printed by Client.	24 hours per day, 7 days per week, 365 days per year (excluding maintenance windows)
10. Engine & Signature Updates (IPS only)	- Implement updated versions of IPS Analysis Engines & IPS Signatures. - Updates will be scheduled and implemented in accordance with mutually agreed upon change control procedures.	As Required
11. Security Software Upgrades (InsightManaged Security Managed Devices listed in Appendix A Only)	- Upon receipt of High Severity Security Advisories from Managed Device vendor, Insight will follow the process outlined below to identify and address security vulnerabilities: - Identify affected Managed Devices (listed in Appendix A) and software versions - If fault condition exists: - Implement workaround(s) - If no workaround is available, upgrade software to address associated security advisory - If no fault condition exists: - Recommend workaround or software upgrade. - Use Engineering Services to implement workaround or software upgrade. - Software upgrades to enable or add feature enhancements to a Managed Device are considered part of Engineering Services.	24 hours per day, 7 days per week, 365 days per year

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InsightManaged SIEM – Operational Management

[Include this section only if SIEM is included; may be listed under Security section of pricing table]

Service	Description	Frequency
1. Availability Monitoring (on Insight-Managed Security Devices listed in Appendix A only)	Actively monitor Managed Devices, various performance metrics, application services and connections via ICMP pings, host agents, synthetic transactions and SNMP trap collection. Depending on device type and manufacturer, various system and interface elements are monitored including connectivity and utilization.	24 hours per day, 7 days per week, 365 days per year
2. Fault Management	- Notify Client of error conditions according to Service Levels - Provide root cause analysis to determine source of availability problem. - Take the lead in working with hardware maintenance vendors to coordinate the repair and/or replacement of SIEM components. - Perform comprehensive troubleshooting and fault management to restore SIEM to operating condition. - Provide status updates to Client throughout Fault Management process according to Service Levels. - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location. - Conduct post-mortem meetings upon Client request within 48 hours of a major event (e.g., an outage greater than 12 hours, or an outage that requires public relations intervention). - Schedule and implement emergency changes required to resolve a critical problem. In the absence of such procedures, or if Client is unavailable for timely approval, the change will be implemented at the discretion of Insight.	24 hours per day, 7 days per week, 365 days per year
3. Security Event Logging	Collect security event data via syslog, SNMP and/or proprietary protocols and upload for analysis to Insight SIEM.	24 hours per day, 7 days per week, 365 days per year
4. Security Log Retention	- Provide industry best practice recommendations for proper log retention, log archival and SIEM Managed Device backups. - Monitor the SIEM Managed Device to ensure proper security log retention, log archival, and SIEM backups are occurring as defined by the Client's security policy.	Monthly
5. Configuration Archive	- Provide industry best practice recommendations for a proper configuration archival policy. - Follow Client's configuration archival policy	As Required
6. Security Incident Monitoring, Validation and Notification	- Actively monitor SIEM Managed Device(s) for Severity 1 or Severity 2 security events. - Upon receipt of alert from SIEM Managed Device(s) of potential security event, provide initial notification to Client of security event, according to Service Levels, per mutually agreed upon notification procedures. - Complete basic alert validation to verify affected Client hardware and software and determine false positive events. - Complete configuration changes to tune SIEM Managed Device(s) for false positive events. - Notify Client of validated security events, according to Service Levels, per mutually agreed upon notification procedures. - NOTE: Client agrees to provide Insight with access to current inventory of Client host(s) so Insight can complete basic validation.	24 hours per day, 7 days per week, 365 days per year

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<i>Service</i>	<i>Description</i>	<i>Frequency</i>
7. Optional Services (charged on a Time and Materials basis using Engineering Services hours)	• Provide Client with assistance for security incident remediation using a certified security engineer • Execute predefined Incident Response for Critical and High Priority security alerts based on classification of security events and mutually agreed upon event response procedures. • Provide custom rule creation. • Provide code upgrades to implement new features/functionality. • Perform configuration changes to implement new features/functionality.	24 hours per day, 7 days per week, 365 days per year
8. Security Analysis Reporting	• Deliver a report via an Internet portal providing a summary of the security event activity that occurred in the previous month with security engineering analysis and recommendations. • Deliver one compliancy report monthly. The parties will agree on the specific compliancy report during the Integration Services period. • Review of false positive events with Client.	Monthly
9. Ad hoc Security Reporting	• Provide Client with access to generate ad hoc security reports on security events for Managed Devices. Client has the ability to customize the report by specifying parameters such as device, event, and time interval.	24 hours per day, 7 days per week, 365 days per year
10. Security Software Upgrades (InsightManaged Security Devices listed in Appendix A Only)	• Upon receipt of High Severity Security Advisories from the SIEM Managed Device vendor, Insight will follow the process outlined below to identify and address security vulnerabilities: ◦ Identify affected Managed Devices (listed in Appendix A) and software versions ◦ If fault condition exists: ▪ Implement workaround(s) ▪ If no workaround is available, upgrade software to address associated security advisory ◦ If no fault condition exists: ▪ Recommend workaround or software upgrade. ▪ Use Engineering Services to implement workaround or software upgrade. • Software upgrades to enable or add feature enhancements to a Managed Device are considered part of Engineering Services. • Client agrees to provide Internet access to SIEM Managed Devices to enable software update downloads. Insight will remotely log into CS-MARS Managed Devices to ensure updates were applied as applicable.	24 hours per day, 7 days per week, 365 days per year

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InsightManaged Voice: Foundation – Operational and Performance Management

[If Voice included, select this Foundation section or following Enhanced section (based on pricing table) and delete other]

Service	Description	Frequency
1. Monitoring	- Actively monitor Managed Devices (e.g., Gateways, Communications Managers, Unity) and connections via ICMP pings, locally installed or proxy host agents and SNMP trap collection. Depending on Managed Device type, various system and interface elements are monitored including connectivity and utilization. - Actively monitor SNMP trap information for environmental parameters. Depending on Managed Device version, a software agent installation may be required to monitor SNMP trap information.	24 hours per day, 7 days per week, 365 days per year
2. Level 1 Fault Management	- Notify Client of error conditions according to Service Levels. - Validate alerts for false positive suppression. - Provide initial (level 1) analysis to determine source of IP telephony problem. - Provide initial (level 1) troubleshooting of fault conditions. - Escalate to Client if initial troubleshooting does not correct the fault condition. - Take the lead in working with service providers (carriers) to identify and resolve problems on data and voice circuits connected to Managed Devices. - Provide status updates to Client throughout Fault Management process according to Service Levels. - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location. - Unless otherwise indicated in Appendix A, additional fees apply for Managed Devices with the following features: - For voice gateways or routers acting as voice gateways: Managed Devices configured with Cisco's CUSP feature set - For routers: Managed Devices configured with a firewall feature set - For modular Managed Devices: Certain modules (typically modules running their own operating systems) - NOTE: Insight cannot provide Fault Management (i.e., up/down status) for POTS/analog circuits.	24 hours per day, 7 days per week, 365 days per year
3. Voice Server Performance Reporting	Provide key performance statistics on Unified Communications Managers and Windows-based servers to enable Client to identify any significant performance issues or error conditions.	Monthly written report
4. Standard Performance Reporting (for routers acting as gateways only)	- Generate reports on key performance statistics and trends for Managed Device routers and circuits (maximum 2 circuits) including variables such as: - Routers: CPU utilization, memory utilization, availability - Circuits (excluding PRIs): Volume in bytes, bandwidth utilization, errors, discards, availability, frame size, latency	Monthly scheduled reports
5. Ad Hoc Performance Reporting	- Provide Client with access to generate ad hoc performance reports on managed routers acting as gateways. Client has the ability to customize the report by specifying parameters such as device/interface, element(s) to be reported, and time interval. - Reports will be posted for 24 hours on the Internet portal and may be printed by Client.	24 hours per day, 7 days per week, 365 days per year (excluding maintenance windows)

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6. Operating System Patches and Software Upgrades	Remote installation of Cisco-approved Operating System patches or software upgrades on the voice Managed Devices will be performed upon request and will utilize Engineering Services hours. Additional time may be required to ensure Managed Devices meet minimum Insight standards prior to deploying patches.	Upon Request
7. Configuration Archive	- Insight will back up configurations on Managed Devices. - On server Managed Devices, this includes backing up the initial configuration of Cisco Disaster Recovery System (DRS) during Integration Services. Performing any additional back-ups on servers will use Engineering Services hours. - On voice gateway or router Managed Devices, Insight will maintain the current copy of each Managed Device configuration and maintain three previous versions of the Managed Device configurations. - NOTE: Insight assumes that Client will provide access to "off-box" storage via a SAN, NAS or drive share for the server configuration back-ups.	As required

Level 1 Troubleshooting Examples:

- Remotely connect to Managed Devices to validate alerts such as those received for:
 - High CPU
 - Memory
 - Disk space
 - Page file usage
 - Power supplies
 - Failed redundant hard drives
 - Any OS service set to run as "Automatic" that is in a "Stopped" state
- Restart services on servers as applicable
- Verify PRI Layer 2 status; open carrier ticket for troubleshooting if necessary

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InsightManaged Voice: Enhanced – Operational and Performance Management

Service	Description	Frequency
1. Monitoring	- Actively monitor Managed Devices (e.g., Gateways, Communications Managers, and Unity) and connections via ICMP pings, locally installed or proxy host agents and SNMP trap collection. Depending on Managed Device type, various system and interface elements are monitored including connectivity and utilization. - Actively monitor SNMP trap information for environmental parameters. Depending on Managed Device version, a software agent installation may be required to monitor SNMP trap information. - NOTE: Cisco Analog Telephone Adapter (ATA) Managed Devices are monitored via ICMP pings only (for the fees outlined in Appendix A). Each ATA Managed Device must have a static IP address configured.	24 hours per day, 7 days per week, 365 days per year
2. Fault Management	- Notify Client of error conditions according to Service Levels. - If Insight is not managing LAN/WAN devices: - Insight will notify Client of IP connectivity issues regarding any Managed Device(s). - Client will troubleshoot and resolve any WAN and/or LAN issues that may be causing such IP connectivity issues. - Upon resolution of IP connectivity issues, Client will contact Insight RNOG by phone to provide formal notification of issue closure. - Client understands and acknowledges that then-open tickets in Insight Remedy ticketing system will be put on "hold" until such IP connectivity troubleshooting is completed by Client. - Perform comprehensive troubleshooting and fault management to restore the IP Telephony (e.g., Communications Manager, Unity, UCC Express/Enterprise, Gateways) system to operating condition. - Provide status updates to Client throughout Fault Management process according to Service Levels. - Provide root cause analysis to determine source of IP Telephony or Cisco UCCE problem. - Conduct post-mortem meetings upon Client request within 48 hours of a major event (e.g., an outage greater than 12 hours or an outage that requires public relations intervention). - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location. - Take the lead in working with service providers, Client staff, and CPE vendors to identify and resolve problems, including working with hardware maintenance vendors to coordinate the repair and/or replacement of Managed Devices. - For voice gateways or routers acting as voice gateways: additional fees apply for Managed Devices connected to a SIP circuit(s) and/or configured with Cisco's CUBE feature set. - Schedule and implement emergency changes required to resolve a critical problem. In the absence of such procedures, or if Client is unavailable for timely approval, the change will be implemented at the discretion of Insight. - Provide best-effort fault management for mobility applications. This includes server-based applications and not applications loaded on mobile devices. - Fault Management for failed Managed Devices (i.e., a	24 hours per day, 7 days per week, 365 days per year

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	complete server failure) will require onsite, hands-on support either from Client, manufacturer, or Dispatch Services to perform the following tasks: ○ Install new or replacement hardware ○ Install base operating system ○ Perform initial configuration to give Insight basic connectivity to the server ○ Provide access to (Client-provided) proper media, software, firmware, and backed up data • NOTE: Insight cannot provide Fault Management (i.e., up/down status) for POTS/Analog circuits.	
3. Voice Server Performance Analysis	• Provide key performance statistics on Unified Communications Managers and Windows-based servers to identify any significant performance issues or error conditions. • Perform monthly analysis of call center or phone system performance and capacity planning data to identify overall trends, benchmark general call center or phone system performance and identify any specific performance or capacity issues. Analysis will be summarized and posted on the Internet portal for Client review.	Monthly written analysis
4. Standard Performance Reporting (for routers acting as gateways only)	• Generate reports on key performance statistics and trends for Managed Device routers and circuits (maximum 2 circuits) including variables such as: ○ Routers: CPU utilization, memory utilization, availability ○ Circuits (excluding PRIs): Volume in bytes, bandwidth utilization, errors, discards, availability, frame size, latency	Monthly scheduled reports
5. Ad Hoc Performance Reporting	• Provide Client with access to generate ad hoc performance reports on managed routers acting as gateways. Client has the ability to customize the report by specifying parameters such as device/interface, element(s) to be reported, and time interval. • Reports will be posted for 24 hours on the Internet portal and may be printed by Client.	24 hours per day, 7 days per week, 365 days per year (excluding maintenance windows)
6. Non-Critical Server Operating System Patches	• Remotely implement Cisco-approved Operating System patches on the Communications Manager, Unity and UCC Express/Enterprise Managed Devices during a Client-approved change window.	Up to 4 times per year
7. Critical Server Operating System Patches	• Remotely implement Cisco-approved Operating System patches to resolve High-Severity Security Advisories on the Communications Manager, Unity and UCC Express/Enterprise Managed Devices during a Client-approved change window.	As required
8. Software Upgrades	• Software upgrades will be applied as needed to resolve a fault condition. • Software upgrades to enable or add feature enhancements to a device are considered part of Engineering Services.	24 hours per day, 7 days per week, 365 days per year
9. Configuration Archive	• Insight will back-up configurations on Managed Devices. ○ On Communications Manager Managed Devices, this will include the initial configuration of Cisco Disaster Recovery System (DRS) to complete daily backups and monthly validation of this process. ○ On UCC Enterprise Managed Devices, this will include monitoring and management of real-time SQL backup processes and configuration of SQL database jobs or Microsoft Windows jobs to copy the files to "off box" storage. ○ On voice gateway router Managed Devices, Insight will maintain the current copy of each Managed Device configuration and maintain three previous versions of Managed Device configuration.	As required

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	NOTE: Insight assumes that Client will provide access to "off-box" storage via a SAN, NAS or drive share for the server configuration back-ups.	
10. Cisco Softphone End User Support (Optional)	- Insight will provide end user support for the Cisco softphone application using the following methods: - Confirm user configuration on the applicable servers - Work remotely with Client's Service Desk to confirm the following end user desktop configuration items: - Softphone application version - Cisco softphone application settings - Communications Manager server reachability (ping) - ID and password - Troubleshooting of audio issues such as quality and one-way audio with use of the Cisco softphone includes reviewing QoS settings and configurations for Managed Devices (including firewalls and VPN Managed Devices) and network segments managed by Insight. - NOTE: If the Cisco server is integrated with Active Directory, Insight will require the assistance of Client's Active Directory administration team to troubleshoot ID/password authentication issues. - Client is required to provide a Level 1 Service Desk to receive end-user calls, perform basic end-user troubleshooting, and escalate softphone issues to the Insight RNOc. - The Client Level 1 Service Desk will provide the Insight RNOc with: end user name, phone number, e-mail address, basic description of problem, and troubleshooting steps previously completed by Client. - Insight support does not include troubleshooting of other desktop configurations, applications or operating systems that are not compatible with the softphone software including but not limited to desktop firewalls, anti-virus software, or troubleshooting of personal or home Internet connectivity/devices. - Any time spent by Insight for end-user support for the Cisco softphone application will be charged as Engineering Services.	24 hours per day, 7 days per week, 365 days per year

APPENDIX B Services

MAC Packs (InsightManaged Voice: Enhanced – UCCE)

[delete this section if not included in pricing table. Note: these services are not an option for Foundation services.]

Service	Description	Frequency
1. Moves/Adds/Changes	Client will receive an annual allocation of Moves/Adds/Changes (MACs) for the duration of the Service Term, as set forth in the SOW, to be used when requesting Insight to perform MAC activities.	As required and mutually agreed upon

MAC Pack includes activities (each activity is considered 1 MAC) such as:

- Adding a Phone/Device/Extension Mobility Profile in CUCM
- Adding a User in CUCM
- Adding an Agent in ICM
- Adding a Supervisor in ICM
- Adding a Team in ICM
- Adding a Skill Group in ICM
- Adding a User in Unity
- Assigning an agent to a team
- Assigning an agent to a skill group
- Changing a Phone/Device/Extension Mobility Profile in CUCM
- Changing a User in CUCM
- Changing an Agent in ICM
- Changing a Supervisor in ICM
- Changing a Team in ICM
- Changing a Skill Group in ICM
- Changing a Team assignment for an Agent/Supervisor
- Changing a Skill Group assignment for an Agent/Supervisor
- Deleting a Phone/Device/Extension Mobility Profile in CUCM
- Deleting a User in CUCM
- Deleting a User in Unity
- Deleting an Agent in ICM
- Deleting a Supervisor in ICM
- Deleting a Team in ICM
- Deleting a Skill Group in ICM

Adding a New User - This event is considered 4 MACs

The following combination from the above tasks is required to create a new user to the Call Center. A template will need to be completed by Client and submitted to Insight for each "Complete New User" request.

- Adding a Phone/Device/Extension Mobility Profile in CUCM
- Adding a User in CUCM
- Adding a User in Unity
- Adding an Agent in ICM
- Assigning an agent to a team
- Assigning an agent to a skill group
 - Testing login

[update number of hours and \$ amount throughout. calculate \$ amount the same way as the engineering hours – (monthly fee x 12)/number of MACs – pricing table]

The Services will include an allocation of [#] UCCE MACs (Moves/Adds/Changes). UCCE MACs may be used at Client's option and discretion, based on the availability of Insight personnel and other resources, as determined by Insight.

UCCE MAC Pack Services will be allocated for use throughout the Service Term, unless Client provides Insight with 30 days' written notice of its desire to increase or decrease the number of UCCE MACs.

If Client has not utilized its UCCE MACs at the expiration of the Service Term, then any remaining UCCE MACs will be forfeited.

If Client terminates the Services prior to the expiration of the Service Term, then Client will pay Insight for any used, but not yet accrued, UCCE MACs at a rate of \$[#] per MAC.

If Client has utilized its UCCE MACs prior to the expiration of the Service Term, then Client will pay Insight all Monthly UCCE MAC fees remaining in the Service Term. Additional UCCE MACs requested by Client during the Service Term will be invoiced on a time and materials basis at the rate of \$[#] per MAC as the MACs are performed.

APPENDIX B Services

MAC Packs (*InsightManaged Voice*)

[delete this section if not included in pricing table- Only use for non-UCCE]

Service	Description	Frequency
1. Moves/Adds/Changes	A. Client will receive an annual allocation of Moves/Adds/Changes (MACs) for the duration of the Service Term, as set forth in the SOW, to be used when requesting Insight to perform MAC activities.	As required and mutually agreed upon

MAC Pack includes activities (each activity is considered 1 MAC) such as:

- Basic configuration of a two-line phone
- Add user to the corporate directory
- Associate user to IP phone (for IP phone services)
- Subscription of up to 3 IP phone services
- Confirm registration of phone to Communications Manager
- Import or create user in Unity (if importing, AD account creation is required by Client admin) using existing subscriber template
- DID testing to ring phone and forward to voicemail (DID required for testing, if applicable)
 - Email confirmation to service requester

Non-Standard MAC activities:

The following are examples of MAC activities considered non-standard. Any non-standard MAC activity will be charged as Engineering Service hours and subject to the terms and conditions set forth in the Engineering Services section included in this Scope of Services.

- Configuration of additional lines (greater than 2)
- Attendant Console configuration
- Side car configuration
- Extension mobility configuration
- Line configuration requiring call forward to destination other than voicemail
- IPMA (Cisco IP Manager Assistant) configuration
- Unity Call Handler configuration

[update number of hours and \$ amount throughout. calculate \$ amount the same way as the engineering hours – (monthly fee x 12)/number of MACs – pricing table]

The Services will include an allocation of [#] MACs (Moves/Adds/Changes). MACs may be used at Client's option and discretion, based on the availability of Insight personnel and other resources, as determined by Insight.

MAC Pack Services will be allocated for use throughout the Service Term, unless Client provides Insight with 30 days' written notice of its desire to increase or decrease the number of MACs.

If Client has not utilized its MACs at the expiration of the Service Term, then any remaining MACs will be forfeited.

If Client terminates the Services prior to the expiration of the Service Term, then Client will pay Insight for any used, but not yet accrued, MACs at a rate of \$[#] per MAC.

If Client has utilized its MACs prior to the expiration of the Service Term, then Client will pay Insight all Monthly MAC fees remaining in the Service Term. Additional MACs requested by Client during the Service Term will be invoiced on a time and materials basis at the rate of \$[#] per MAC as the MACs are performed.

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Premium Performance Management

[Keep this section (including table below) in every SOW, regardless of whether Premium Performance Management is in pricing table.]

[delete the following paragraph if Premium Performance Management is in pricing table]

The following services are not included in the pricing. The services may be added at any time during the Service Term upon written approval by the parties (email is acceptable). Additional fees will apply if these services are added.

<i>Service</i>	<i>Description</i>	<i>Frequency</i>
1. Scheduled Performance Reporting	- Generate reports on key performance statistics and trends, including utilization, errors, memory, and availability. - Provide Client with access to the reports via Internet portal.	Monthly scheduled reports
2. Ad Hoc Performance Reporting	- Provide Client with access to generate ad hoc performance reports on chassis and interface performance for Managed Devices. Client has the ability to customize the report by specifying parameters such as network Managed Device/interface, element(s) to be reported, and time interval. - Reports will be posted for 24 hours on the Internet portal and may be printed by the Client.	24 hours per day, 7 days per week, 365 days per year (excluding maintenance windows)
3. Performance Analysis	- Review key performance statistics to identify any significant performance issues or error conditions. - Perform detailed monthly analysis of network performance and capacity planning data to identify overall trends, benchmark general network performance and identify any specific performance or capacity issues. Analysis will be summarized and posted on the Internet portal for Client review.	Monthly engineering analysis reviewed with Client
4. Performance Review	Meet with Client to review performance and capacity analysis and provide recommendations for improvements.	Monthly
5. Proactive Performance Alerting (WAN routers and voice gateway Managed Devices only)	- Proactively detect network performance degradation that may impact business performance. - Notify Client when performance threshold conditions are met on Managed Devices for the following conditions: - WAN latency (WAN routers) - WAN/interface errors (inbound/outbound) (WAN routers and voice gateways) - WAN/interface bandwidth utilization (WAN routers) - Managed Device CPU utilization (WAN routers and voice gateways) - Managed Device memory utilization (WAN routers and voice gateways) - Provide root cause analysis to determine source of network problem and transition to fault management procedures, as appropriate.	24 hours per day, 7 days per week, 365 days per year (excluding maintenance windows)

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InsightManaged Video – Operational and Quality Management

Service	Description	Frequency
1. Monitoring	Actively monitor videoconferencing Managed Devices and connections via a combination of ICMP pings, SNMP trap collection, and Tandberg Management Server (if applicable). Depending on Managed Device type, various system and interface elements are monitored including connectivity and utilization.	24 hours per day, 7 days per week, 365 days per year
2. Videoconferencing Component Monitoring	Remotely monitor the status of individual components to the extent that videoconferencing can report on them.	One weekly check per unit.
3. Fault Management	- Notify Client of error conditions according to Service Levels. - Perform comprehensive troubleshooting and fault management to restore the videoconferencing system to operating condition. - Provide root cause analysis to determine source of videoconferencing problem. - Provide status updates to Client throughout Fault Management process according to Service Levels. - Conduct post-mortem meetings upon Client request within 48 hours of a major event (e.g., an outage greater than 12 hours or an outage that requires public relations intervention). - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location. - Take the lead in working with service providers, Client staff (if required), and CPE vendors to identify and resolve problems, including working with hardware maintenance vendors to coordinate the repair and/or replacement of Managed Devices. - Schedule and implement emergency changes required to resolve a critical problem. In the absence of such procedures, or if Client is unavailable for timely approval, the change will be implemented at the discretion of Insight. - Fault Management will only be performed on vendor-branded components (e.g., off-the-shelf TV monitors are not covered)	24 hours per day, 7 days per week, 365 days per year
4. Quality Management	- Remotely troubleshoot Quality of Service (QoS) on videoconferencing circuits (requires that Insight manage associated routers and switches) - Correct any QoS issues on Managed Devices listed in Appendix A using defined Fault Management procedures as defined above.	As needed to troubleshoot Quality of Service issues.

APPENDIX B Services

InsightManaged Data Center: Foundation – Operational Management

[If Data Center included, select this Foundation section or following Enhanced section (based on pricing table) and delete other]

<i>Service</i>	<i>Description</i>	<i>Frequency</i>
1. Monitoring	- Monitor Managed Devices, various performance metrics, application services and availability via ICMP pings, host agents and SNMP trap collection. Depending on device type and manufacturer, various system and interface elements are monitored including connectivity and utilization. - Monitor directly attached RAID-type hard disk storage Managed Devices for hardware failures such as disk drive failures and file system errors. NOTE: The server that the storage Managed Device is attached to must be running a management agent from the hardware vendor that will write an error to the Operating System ("OS") or Cisco UCS log in order for Insight to proactively monitor the Managed Device. - NOTE: Insight requires software agents be installed to perform the monitoring Services.	24 hours per day, 7 days per week, 365 days per year
2. Level 1 Fault Management	- Notify Client of error conditions according to Service Levels. - Validate hardware and software alerts for false positive suppression. - Provide initial (level 1) analysis to determine source of availability problem. - Provide initial (level 1) troubleshooting of fault conditions. - Escalate to Client if initial troubleshooting does not correct the fault condition. - Provide status updates to Client throughout the initial troubleshooting process according to Service Levels. - Maintain Client-specific notification and escalation procedures. - Maintain site contact information for each Client location.	24 hours per day, 7 days per week, 365 days per year
3. Server Performance Reporting	Provide key server performance statistics to enable Client to identify any significant performance issues or error conditions.	Monthly written report
4. System Patching (Operating System Patching Only)	- Perform operating system patch management for servers listed in Appendix A. Only patches classified by the manufacturer as Critical and Security will be applied to the operating systems and only after receiving approval from Client. - Patches or software upgrades not classified by the manufacturer as Critical and Security, or those to add feature enhancements, will be performed upon request by Client and will utilize Engineering Services hours. - Perform patch identification and send list of patches to Client contact for approval. - Download Client-approved patches to servers and install. - Reboot system and perform patch OS verification after deployment in Client production server environment. - Notify Client upon completion of patching for each Managed Device so that Client application SME may validate functionality in Client production server environment. - Upon Client request, roll back patches using commercially reasonable efforts. - NOTE: Insight will perform the patching services within only one change window for a minimum of 25 servers (or all servers if the total quantity is below 25) and a maximum of 100 servers. - Any patch installations requested by Client outside of the	Regular Quarterly Patching

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	quarterly patching window(s) will require Engineering Services Hours.	

Level 1 Troubleshooting Examples:

- Operating systems
 - Monitor services set to "Automatic".
 - Log into the affected system to verify that the problem exists and attempt to restart the service.
 - Perform initial validation and troubleshooting of OS fault issues including:
 - Unexpected system reboots
 - Memory utilization
 - CPU utilization
 - Disk utilization
 - Validate OS-related SNMP traps.
 - Log into servers that are not responding through out-of-band access devices such as DRAC, ILO, CIMC, or ISD, and attempt to restart server.
- Application services
 - Monitor and perform initial troubleshooting of enterprise application services (DNS, DHCP). Verify the application is running and document any errors from the event log.
 - Monitor and perform initial troubleshooting of Active Directory fault issues including replication and other critical errors. Verify the application is running and document any errors from the event log.
- Hardware
 - Monitor hardware via SNMP traps.
 - Validate SNMP traps, reloads and other relevant alerts received.

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InsightManaged Data Center: Enhanced – Operational Management

Service	Description	Frequency
1. Monitoring	- Monitor Managed Devices, various performance metrics, application services and availability via ICMP pings, host agents and SNMP trap collection. Depending on device type and manufacturer, various system and interface elements are monitored including connectivity and utilization. - Monitor directly attached RAID-type hard disk storage Managed Devices for hardware failures such as disk drive failures and file system errors. NOTE: The server that the storage Managed Device is attached to must be running a management agent from the hardware vendor that will write an error to the Operating System ("OS") or Cisco UCS log in order for Insight to proactively monitor the Managed Device. NOTE: Insight requires software agents be installed to perform the monitoring Services.	24 hours per day, 7 days per week, 365 days per year
2. Fault Management	- Notify Client of error conditions according to Service Levels. - Provide reason for outage on each incident to detail source of Managed Device problem. - Take the lead in working with hardware and operating system vendors to identify and resolve problems, including coordinating the repair and/or replacement of Managed Devices. - Provide status updates to Client throughout the Fault Management process according to Service Levels. - Perform comprehensive troubleshooting and fault management to restore hardware and operating systems to operating condition. - Develop and maintain copies of the following documents: - Client notification/escalation flowchart - Logical systems diagram in MS Visio - Password documentation for those passwords used by Insight - Managed Device documentation (as required) - Site contact information for each Client location - Conduct post-mortem meetings upon Client request within 48 hours of a major event (e.g., an outage greater than 12 hours, or an outage that requires public relations intervention). - Fault Management for failed Managed Devices (i.e., a complete server failure) will require onsite, hands-on support either from Client, manufacturer, or Dispatch Services to perform the following tasks: - Install new or replacement hardware - Install base operating system - Perform initial configuration to give Insight basic connectivity to the server - Provide access to (Client-provided) proper media, software, firmware, and backed up data - The Fault Management service for print queues is limited to ensuring that the print spooler services are running. All other print queue requests require Engineering Services hours. - File share permission requests and issues require Engineering Services hours. - Client is responsible for enforcing the backup policy and ensuring that the backups are being performed successfully. Improper backups may limit the ability of Insight to perform Fault Management Services.	24 hours per day, 7 days per week, 365 days per year

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	- Redesign of backup and media retention policies requires Engineering Services hours. - Creating a work-around to restore service resulting from a fault condition on a non-redundant Managed Device requires Engineering Services hours and will be performed on a commercially reasonable basis. - Schedule and implement emergency changes required to resolve a critical problem. In the absence of such procedures, or if Client is unavailable for timely approval, the change will be implemented at the discretion of Insight. - The creation or modification of LUNs, volumes, aggregates, and/or other SAN-specific provisioning will be performed using Engineering Services hours unless it is required to fix a fault condition. - Creation or modification of new UCS service profiles, templates or portions thereof require Engineering Services hours.	
3. Server Performance Analysis	- Review key server performance statistics to identify any significant performance issues or error conditions. - Meet with Client to review performance and capacity analysis and provide recommendations for improvements.	Monthly written report
4. System Patching (Operating System Patching Only)	- Perform operating system patch management for servers listed in Appendix A. Only patches classified by the manufacturer as Critical and Security will be applied to the operating systems and only after receiving approval from Client. - Patches or software upgrades not classified by the manufacturer as Critical and Security, or those to add feature enhancements not related to a fault condition, will be performed upon request by Client and will utilize Engineering Services hours. - Perform patch identification and send list of patches to Client contact for approval - Download Client-approved patches to servers and install. - Deploy operating system patch to Client-provided server development/test environment during standard business hours. - Reboot system and perform patch OS verification after deployment in Client-provided server development/test environment. - Notify Client project manager(s) to begin Client application Subject Matter Expert (SME) testing. - Perform patch deployment in Client production server environment after Client completes testing of development/test environment servers. - Reboot system and perform patch OS verification after deployment in Client production server environment. - Notify Client upon completion of patching for each Managed Device so that Client application SME may validate functionality in Client production server environment. - Upon Client request, roll back patches using commercially reasonable efforts. - NOTE: Insight will perform the patching services within only one change window for a minimum of 25 servers (or all servers if the total quantity is below 25) and a maximum of 50 servers.	Regular Monthly Patching Emergency Patching (up to 1 time per quarter)

APPENDIX B

Services

5. Server Backup Software Agents (optional service provided when listed in Appendix A)	• Troubleshoot and resolve Faults for backup software agents for enterprise-level Common Off-The-Shelf ("COTS") software on the servers listed in Appendix A. • Troubleshoot fault issues with the central backup management application. • Troubleshooting failed backup jobs, that are not caused by backup software or operating system failure, including media, disk space, software licensing and open file issues, are not considered part of Fault Management and require Engineering Services hours. • Actively monitor backup software services via software agent for services that are "hung", "not started", or "run-away" (depending on compatibility with Insight software agent). • NOTE: Backup software must appear as an OS service for monitoring purposes. • Restart backup software services, as applicable. • Backup software Fault Management tickets will be categorized as a Priority 3 incident. • Any requests for file restores completed remotely by the Insight Remote Network Operations Center will be considered part of Engineering Services • Insight is not responsible for onsite or offsite tape rotations or the integrity of the data or of the media.	24 hours per day, 7 days per week, 365 days per year
6. Domain Name Services (optional service provided when listed in Appendix A)	• Troubleshoot and resolve Domain Name Services ("DNS") Fault issues for the DNS application and internal name resolution problems found to be a fault condition within the DNS server(s) and other Managed Devices managed by Insight as listed in Appendix A. • Troubleshooting external name resolution issues requires Engineering Services hours. • Creating a work-around for a fault condition on a non-redundant DNS server requires Engineering Services hours and will be performed on a commercially reasonable basis.	24 hours per day, 7 days per week, 365 days per year
7. Dynamic Host Configuration Protocol (optional service provided when listed in Appendix A)	• Troubleshoot Dynamic Host Configuration Protocol ("DHCP") fault issues for the DHCP application and DHCP services on each DHCP server listed in Appendix A. • DHCP scope change requests require Engineering Services hours. • Creating a work-around for a fault condition on a non-redundant DHCP server requires Engineering Services hours and will be performed on a commercially reasonable basis.	24 hours per day, 7 days per week, 365 days per year
8. Active Directory (optional service provided when listed in Appendix A)	• Actively monitor applicable Active Directory services via software agent for services that are "hung", "not started", or "run-away" (depending on compatibility with Insight software agent) for Active Directory server(s) listed in Appendix A. • Troubleshoot and resolve Active Directory Fault issues. • In order for Insight to complete Fault Management Services for Active Directory corruption issues, appropriate Active Directory backups must be performed by Client. • Design and architecture of the Active Directory system requires Engineering Services hours. • Fault Management for issues caused by configuration or design issues within Active Directory requires Engineering Services hours and will be performed on a commercially reasonable basis unless Insight is the cause of the configuration or design problem.	24 hours per day, 7 days per week, 365 days per year
9. Server Anti-Virus Software Agents (optional service)	• Troubleshoot and resolve faults on enterprise-level Common Off-The-Shelf ("COTS") anti-virus software agents on	24 hours per day, 7 days per week,

APPENDIX B

Services

provided when listed in Appendix A)	the servers listed in Appendix A. • Troubleshoot fault issues with the central anti-virus management application. • Actively monitor anti-virus software services via software agent for services that are "hung", "not started", or "run-away" (depending on compatibility with Insight software agent). • NOTE: Anti-virus software must appear as an OS service for monitoring purposes. • Restart anti-virus software services, as applicable. • Troubleshooting failed anti-virus scans requires Engineering Services hours. • Client is responsible for notifying Insight if anti-virus definitions are out of date. • Troubleshooting virus or other malware-related issues requires Engineering Services hours.	365 days per year

APPENDIX B Services

InsightManaged Watch – Monitoring, Notification

[Keep this section (including table below) in every SOW, regardless of whether Watch is in pricing table.]

[delete the following paragraph if Watch is in pricing table.]

The following services are not included in the pricing. The services may be added at any time during the Service Term upon written approval by the parties (email is acceptable). Additional fees will apply if these services are added.

<i>Service</i>	<i>Description</i>	<i>Frequency</i>
1. Network Device Monitoring	- Monitor Managed Devices and connections via ICMP pings. - For UPS Managed Devices Only – Monitor Managed Devices using SNMP trap collection. SNMP trap collection requires Managed Device to be compatible with industry-standard MIB specifications (IETF RFC 1628). Depending on Managed Device type, additional fees may apply.	24 hours per day, 7 days per week, 365 days per year
2. Enterprise Application Monitoring	- Monitor enterprise applications listed in Appendix A, various performance metrics, and application services via host agents. Depending on device type and manufacturer, various system and interface elements are monitored including connectivity and utilization. - NOTE: The servers on which the Enterprise Applications are installed are required to be managed under InsightManaged Data Center.	24 hours per day, 7 days per week, 365 days per year
3. Notification	- Notify Client of error conditions according to Service Levels. - Develop and maintain copies of the following documents (as required): - Client notification/escalation flowchart - Logical server systems diagram in MS Visio - Password documentation for those passwords used by Insight	24 hours per day, 7 days per week, 365 days per year
4. Synthetic Transactions	- Monitor a single directly accessible web page URL from an Insight proxy server to test availability. - Notify Client of error conditions according to Service Levels. - Additional fees apply for custom, complex web-based transactions.	24 hours per day, 7 days per week, 365 days per year

APPENDIX B Services

ENGINEERING SERVICES

[1. use the following if Engineering Service hours are included.]

Service	Description	Frequency
1. Engineering Support	Client will receive an annual allocation of Engineering Service hours for the duration of the Service Term, as set forth in the SOW, to be used when requesting Insight to perform Engineering activities.	As required and mutually agreed upon
2. Changes	- Schedule and implement normal changes (e.g., on-going maintenance, configuration changes) and software upgrades. - NOTE: Engineering Services are provided on a commercially reasonable basis and fault incidents will always take priority over Engineering Support requests. - Engineering Support requests are typically started within 48 hours of receipt, but are dependent on the scope of the request and availability of personnel.	In accordance with mutually agreed upon change control procedures

Under this SOW, Insight will provide Client with engineering services, which may include the following (the "Engineering Services"):

- Remotely support site or Managed Device adds, moves or changes
- Remote training
- IOS/Software upgrades, except as required to fix an issue under Fault Management; in such cases, IOS/Software upgrades will not incur Engineering Services hours
- Ad hoc performance reporting and analysis
- Participation on the Client's behalf in calls or meetings with Client business partners or service providers
- Network and/or Security review, design or implementation
- Device configuration changes, except as required to fix an issue under Fault Management; in such cases, device configuration changes will not incur Engineering Services hours
- Device or circuit upgrades/installations
- Escalation of vendor support, as required
- Deployment of Client-approved actions, as needed, to remotely troubleshoot systems
- Assistance with troubleshooting problems that resolve to be application issues, device configuration issues for Managed Devices that Insight does not have configuration responsibility, or user error
- VPN configuration changes*
- Intrusion Detection System policy refinement*
- Call plan modifications**
- Server upgrades: patch management, security updates, hardware/OS (Engineering Services hours will not be applied to standard upgrades and patches for InsightManaged Voice Managed Devices as described in the InsightManaged Voice section of this SOW).
- Client assistance with security event resolution.

Note:

* for InsightManaged Security ** for InsightManaged Voice

This SOW will include an annual allocation of hours, as outlined in Appendix A, for Engineering Services, to be used at Client's option and discretion, based on the availability of Insight personnel and other resources, as determined by Insight.

[1.a. use the following 4 paragraphs if it's a 12-month term.]

Engineering Services will be allocated for use over the entire 12-month Service Term starting at the beginning of the Service Term.

If Client has not utilized its annual Engineering Service hours at the expiration of the Service Term, then any remaining hours will be forfeited.

[update] If Client terminates the Services prior to the expiration of the Service Term, then Client will pay Insight for any used, but not yet accrued, Engineering Service hours at a rate of \$[#] per hour. [update this amount and the one below with current rate based on the bucket purchased]

If Client has utilized its annual Engineering Service hours for the Service Term, the Client will be invoiced for the Monthly Engineering Service Fees remaining for the Service Term. Additional Engineering Service hours requested by Client during the Service Term will be invoiced monthly on a time and materials basis at the rate of \$[#] per hour as the hours are performed.

APPENDIX B

Services

[1.b. use the following 4 paragraphs if it's not a 12-month term, or if there are term options.]

Engineering Services will be allocated for use over a 12-month period starting at the beginning of the Service Term, and will automatically renew for each subsequent 12-month period remaining in the Service Term, unless Client notifies Insight in writing of its desire to increase or decrease Engineering Service hours at least 30 days prior to the expiration of the then-current 12-month period.

If Client has not utilized its annual Engineering Service hours at the expiration of a particular 12-month period, then any remaining hours will be forfeited.

[update] If Client terminates the Services prior to the expiration of the Service Term, then Client will pay Insight for any used, but not yet accrued, Engineering Service hours at a rate of \$[#] per hour. [update this amount and the one below with current rate based on the bucket purchased]

If Client has utilized its annual Engineering Service hours for a particular 12-month period, then Client will be invoiced for the Monthly Engineering Service Fees remaining for that 12-month period. Additional Engineering Service hours requested by Client during that same 12-month period will be invoiced monthly on a time and materials basis at the rate of \$[#] per hour as the hours are performed.

[2. use the following if no engineering hours are included.]

Client has chosen not to purchase an allocation of Engineering Service hours as part of this SOW. However, Insight may provide Engineering Service hours at Client's option and discretion, based on the availability of Insight personnel and other resources, as determined by Insight. Client will be invoiced monthly for these hours on a time and materials basis at the rate of \$250 per hour as the hours are performed, unless a 12-month allocation of hours is purchased (the "Allocations").

Allocations may be purchased by Client during the Service Term, subject to the following conditions:

- Each purchase of an Allocation shall be evidenced by an executed Change Request Form to this SOW (see Appendix C) that is executed by both parties. No Allocation shall be provided without such a Change Request Form.
- Allocations are available for purchase only in the following packages:

[use Standard or UCCE column – whichever is appropriate.]

[delete this row]	Standard	(UCCE)
No. of Engineering Service Hours	Rate per Hour	Rate per Hour
24 hours (minimum)	\$175	\$225
48 hours	\$170	\$220
96 hours	\$165	\$215
144 hours	\$160	\$210
240 hours	\$155	\$205
336 hours	\$150	\$200

The engineering services may include the following (the "Engineering Services"):

- Remotely support site or Managed Device adds, moves or changes
- Remote training
- IOS/Software upgrades
- Ad hoc performance reporting and analysis
- Participation on the Client's behalf in calls or meetings with Client business partners or service providers
- Network and/or Security review, design or implementation
- Device configuration changes
- Device or circuit upgrades/installations
- Deployment of Client-approved actions, as needed, to remotely troubleshoot systems
- Assistance with troubleshooting problems that resolve to be application issues, device configuration issues for Managed Devices that Insight does not have configuration responsibility, or user error
- VPN configuration changes*
- Intrusion Detection System policy refinement*
- Call plan modifications**
- Server upgrades: patch management, security updates, hardware/OS (Engineering Services hours will not be applied to standard upgrades)

APPENDIX B

Services

- Escalation of vendor support, as required

and patches for InsightManaged Voice Managed Devices as described in the InsightManaged Voice section of this SOW).

- Client assistance with security event resolution.

Note:

* for InsightManaged Security

** for InsightManaged Voice

SAMPLE

APPENDIX B Services

DISPATCH SERVICES

[include for all SOWs]

Activity	Description	Onsite Engineer	Additional Information
Next Day Onsite (Notification received by 3 P.M. previous business day.)	Time Frame: Business Hours (M-F 8:00 A.M. – 5:00 P.M.)	\$250/hr for Network Engineer	2 hours onsite labor minimum billable per dispatch - Additional hours billed at the hourly rate - Labor billed portal to portal - Materials charged separately - Pricing based on level of engineer needed
Next Day Onsite (Notification received by 3 P.M. previous business day.)	Time Frame: Outside of Business Hours (M-F 5:00 P.M. – 8:00 A.M.)	\$300/hr for Network Engineer	2 hours onsite labor minimum billable per dispatch - Additional hours billed at the hourly rate - Labor billed portal to portal - Materials charged separately - Price based on level of engineer needed
4-Hours - Onsite	Time Frame: Business Hours (M-F 8:00 A.M. – 5:00 P.M.)	\$290/hr for Network Engineer	2 hours onsite labor minimum billable per dispatch - Additional hours billed at the hourly rate - Labor billed portal to portal - Materials charged separately - Pricing based on level of engineer
	7x24x4 (Same Day, Same Night, Weekends and Holidays)	\$380/hr for Network Engineer	

Upon request, or pursuant to a process mutually agreed to by the parties, Insight will perform the onsite dispatch services described below (the "Dispatch Services") utilizing a certified engineer(s). Insight will only use Dispatch Services upon approval by Client.

Dispatch Services may include the following:

- Fault Resolution (WAN/LAN)
- Configurations
- Networking
- Staging and Deploying Devices
- Cabling
- Break Fix Router/Switch
- Testing
- Installations

A third party may be used for the Dispatch Services if an Insight engineer is unavailable and upon approval by Client.

Insight will use commercially reasonable efforts to meet any specified arrival time.

APPENDIX B

Services

[use this paragraph if engineering hours included]

Insight will charge an additional fee for a re-visit trip charge. This fee applies only when Insight or Insight's Dispatch Services partners must make a re-visit to a Client site in order to complete the Services and the delay was beyond the control of Insight or Insight's Dispatch Services partners. This fee will be 2 hours charged against the Engineering Services allocation, plus 2 hours of Dispatch Services fees as outlined above.

[use this paragraph if engineering hours are not included]

Insight will charge an additional fee for a re-visit trip charge. This fee applies only when Insight or Insight's Dispatch Services partners must make a re-visit to a Client site in order to complete the Services and the delay was beyond the control of Insight or Insight's Dispatch Services partners. This fee will be \$500, plus 2 hours of Dispatch Services fees as outlined above.

The rates and fees for onsite Dispatch Services are assumed to be for locations not requiring union labor. If union labor is required, additional fees may apply.

Dispatch Services are available only in the 48 contiguous United States. Any additional locations will be reviewed and mutually agreed upon in writing.

APPENDIX C



CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name	Original SOW #:	
Insight Services Manager	Client Project Sponsor	Request Date	
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:	Title:		
Client Authorized Signer:		Date:	
Print Name:	Title:		



INSIGHT PUBLIC SECTOR, INC.
2250 WEST PINEHURST BLVD, SUITE 200
ADDISON, IL 60101

CLOUD SERVICES ORDER FORM

Client: _____

Client Acct #: _____

Address: _____

Client Contact: _____

Insight Contact: _____

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

Service Provider	SKU	Service Description	Subscription Fees			One-Time Fees		
			Fee	Qty	Total	Fee	Qty	Total
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
			Subscription Total		\$0.00	One-Time Total		\$0.00

Initial Subscription Period

Initial Subscription Period Term (months)	
Invoice Frequency	
Total Order Amount	\$0.00

Initial Invoice Fee \$0.00

Recurring Invoice Fee \$0.00

Renewal Subscription Period (if applicable)

Renewal Subscription Period Term (months)	
Invoice Frequency	

Lock Fields

☐ BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "TERMS OF SALE - CLOUD SERVICES" AND THE SPECIAL TERMS ADDENDUM (IF ANY) WHICH ARE INCORPORATED HEREIN BY REFERENCE AND GOVERN YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:

<http://ips.insight.com/8x8-terms-of-sale-ips>

[View "Terms of Sale - Cloud Services"](#)

☐ BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE SERVICE PROVIDER TERMS, WHICH GOVERNS YOUR ACCEPTANCE AND USE OF THE CLOUD SERVICES DESCRIBED IN THIS ORDER AND ARE LOCATED AT THE FOLLOWING URL(S):

<https://www.8x8.com/voip-business-phone-systems>

<https://www.8x8.com/terms-and-conditions>

<https://www.8x8.com/terms-and-conditions/privacy-policy>

[View Service Provider Terms](#)

[View Service Provider Terms](#)

[View Service Provider Terms](#)

BY ENTERING YOUR FIRST AND LAST NAME IN THE BOX BELOW AND CLICKING THE "ACCEPT TERMS" BUTTON, YOU CERTIFY (1) THAT YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER AND (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT. YOUR FIRST AND LAST NAME SHALL BE YOUR DIGITAL SIGNATURE, WHICH YOU AGREE SHALL BE AS LEGALLY BINDING AS YOUR MANUAL SIGNATURE.

PLEASE ENTER FIRST AND LAST NAME

ACCEPT NOW

EFFECTIVE DATE: 10/6/15

PO # (OPTIONAL):

PRINT FORM

Tab 6 NATIONAL QUALIFICATIONS (Appendix D):

- 1 Supplier Qualifications, Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.

Response: Insight is fortunate to have been a U.S. Communities supplier for the Technology Products/Equipment and Technology Services Solutions contract since 2009. Our experiences in partnering with U.S. Communities, the County, the Advisory Board members, the various sponsoring agencies and all of the Participating Public Agencies who have entrusted their IT procurements to us has been unbelievably invaluable in terms of our growth in understanding the commitment that we, as an organization, make to U.S. Communities when signing the Administration Agreement. It is one thing to read the commitments as they are written, it is quite another to live them. And we believe that we have lived them well and have a proven track record of upholding our Supplier commitments.

a) Corporate Commitment:

Insight has reviewed and agrees to the various commitments within this section. Our understanding of and commitment to U.S. Communities already permeates completely throughout our organization. It shows up in our executive planning sessions. It flows outward via our marketing efforts. It is demonstrated in our successful reporting efforts. It is integrated into our IT systems. It is demonstrated on our website. It is an integral part of our training programs for new hires. It is the focus of our sales contests. It is part of our relationship discussions with our manufacturing partners. It hangs on the walls of our offices. Every department within our company that somehow touches a SLED client is aware of the U.S. Communities contract and our commitments. We already live and breathe our commitment daily.

b) Pricing Commitment:

Insight has reviewed and agrees to the various commitments within this section. As an existing contract holder, we already have the technical tools within our ERP system to ensure that we are upholding our corporate commitment to the pricing requirements. Specifically, our tool set ensures that an eligible participating agency receives their best price available to them from Insight through our U.S. Communities contract – automatically without any further action by our sales teams or the agency. Historically, this functionality has automatically lowered the pricing for an agency on roughly 25% of client purchase orders.

c) Economy Commitment:

Insight has reviewed and agrees to the various commitments within this section. Our sales teams are trained on how to engage participating agencies to present these comparisons and they have access to various support materials to help them in this area. Further, our sales teams are trained to engage the U.S. Communities Program Managers to help in this discussion with the agency as well.

d) Sales Commitment

Insight has reviewed and agrees to the various commitments within this section. Our sales teams have years of experience now in positioning and selling the value of the U.S. Communities contract. All new teammates that sell into the SLED market verticals receive training on the U.S. Communities contract. Since our existing contract began, we have averaged an annual

National Qualifications

growth rate of 32% year over year (through August 2015). Insight invests more than \$500,000 annually in marketing and sales development funds specifically towards growing our existing contract. Further, we are fully committed to making continued large investments in this area under any new U.S. Communities contract.

In conclusion, Insight believes that the development of our corporate culture around our Supplier commitments over the last six years provides the County and U.S. Communities with a proven, dedicated and experienced professional Intelligent Technology provider that will continue to proactively and intentionally drive our partnership with U.S. Communities and the County forward.

We haven't just read the Supplier commitments. We haven't just signed the necessary paperwork. We have successfully lived our Supplier commitments for the last six years and we are looking forward to working successfully with both U.S. Communities and the County through this next contract period.

Please note that Insight has provided the U.S. Communities Administration Agreement, signed unaltered and without exception, in Tab 10 of our response.

- 2 Completed and signed Supplier Qualification Worksheet for National Program Consideration.

Response: The completed and signed Supplier Qualification Worksheet for National Program Consideration directly follows this page.

- 3 Detailed response to each element of the SUPPLIER INFORMATION on pages 56-60 (Appendix D)

Response: Insight has provided a detailed response to each element of Appendix D, Supplier Information, within this tabbed section.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES X NO
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES X NO
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES X NO
- D. Did your company have sales greater than \$100 million last year in the United States?
YES X NO
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES X NO
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES X NO
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES X NO
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES X NO
- I. Will your company commit to the following program implementation schedule?
YES X NO
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES X NO

<u>Insight Public Sector, Inc.</u>	
Submitted by:	
<u>Kenneth Lamneck</u>	
(Printed Name)	(Signature)
<u>Chief Executive Officer</u>	<u>September 21, 2015</u>
(Title)	(Date)

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

NEW SUPPLIER IMPLEMENTATION CHECKLIST

New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement Lead Public Agency Agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number		
4. Second Conference Call		Two Weeks
Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments		

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate IT contact		Two Weeks
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Four Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

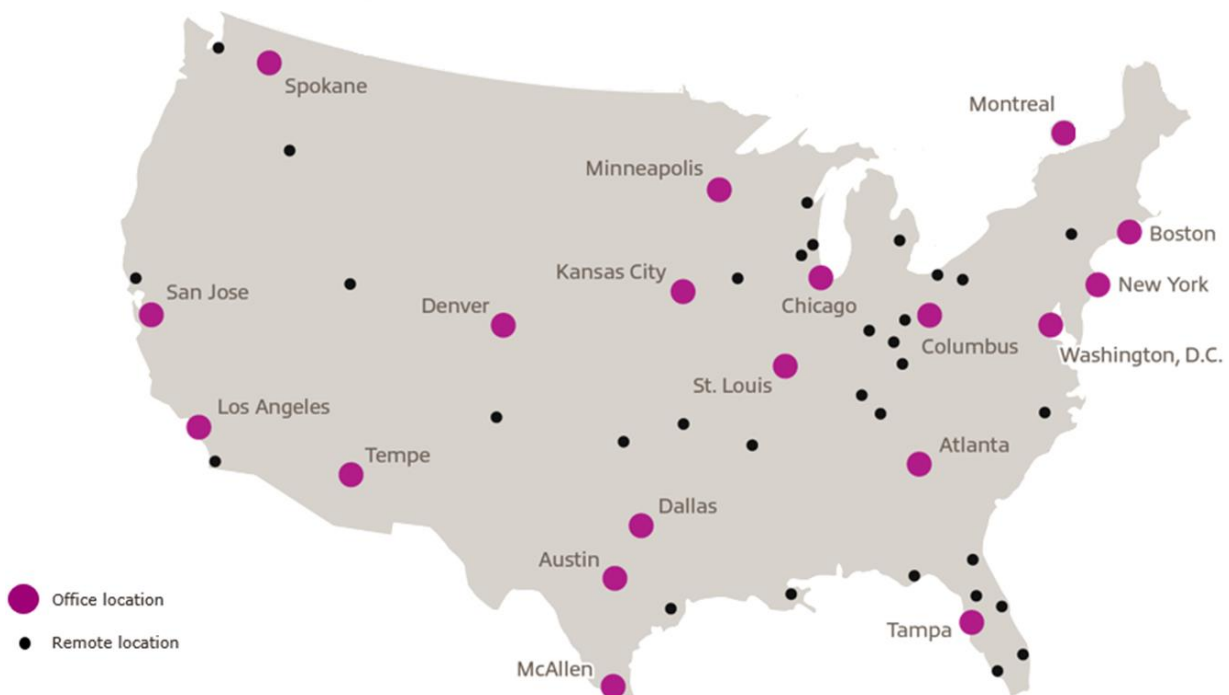
Please respond to the following requests for information about your company:

Company

- 1 Provide the total number and location of sales persons employed by your company in the United States

Response: Insight has 206 SLED and Healthcare sales, support and management teammates located throughout the United States. Insight has 50 office and remote locations, as well as 40 home-based offices. In addition, our clients are supported with a national services team of 1,374 staff members, for a combined total of 1,580 sales and technical resources.

**Insight Public Sector, Inc.
Number of Salespeople by Region**



SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

East Region Sales Teammates	
Location	Number of Teammates
Auburndale, FL	1
Jupiter, FL	1
Lake Wales, FL	1
Orlando, FL	1
St. Petersburg, FL	1
Tallahassee, FL	1
Tampa, FL	4
Albany, GA	1
Suwanee, GA	1
Methuen, MA	1
Charlotte, NC	1
Milford, NH	1
Kennett Square, PA	1
Montreal, QC	15
Athens, TN	1
Knoxville, TN	1
Nashville, TN	1
Mechanicsville, VA	1
North Central Region Sales Teammates	
Location	Number of Teammates
Ankeny, IA	1
Addison, IL	3
Grand Rapids, MI	1
Woodbury, MN	1
Columbus, OH	4
Appleton, WI	1
Blanchardville, WI	1
Fitchburg, WI	1
Mequon, WI	1

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

TOLA Region Sales Teammates	
Location	Number of Teammates
New Orleans, LA	1
Austin, TX	32
Brownsville, TX	1
Cedar Park, TX	1
Frisco, TX	1
Houston, TX	1
Los Fresnos, TX	1
Lucus, TX	1
McAllen, TX	1
West Region Sales Teammates	
Location	Number of Teammates
Tempe, AZ	105
Tucson, AZ	1
Yuma, AZ	1
Los Angeles, CA	1
Newcastle, CA	1
Norwalk, CA	1
Pasadena, CA	1
Rio Vista, CA	1
Denver, CO	1
Spokane, WA	4
Total Sales Teammates	206

- 2 Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.

Response: All of the above sales persons will be utilized in selling this contract. Insight's entire SLED sales force knows, lives and breathes our U.S. Communities commitments. As these sales representatives deal solely with SLED clients, every client they touch is a potential PPA and a portion of each person's everyday activities is devoted to selling the U.S. Communities contract.

Insight extensively trains all sales, service sales and support staff on the U.S Communities contract and has developed a sales model that positions us as the best possible partner to Participating Public Agencies. Our sales model offers breadth of touch via our call centers, combined with depth of touch through our local knowledge and strategic relationships. Insight has local field offices and local account managers within strategic markets providing our customers with local care, who are solution-

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driven and bring to their clients a wealth of public sector experience and IT expertise. Experienced teams of inside account executives back up these local representatives. This team approach ensures that the day-to-day care of accounts is managed by the inside teams, while the client's strategic needs are cared for at a local level. Insight has found through years of experience that this team approach is the best model to ensure our goal of superior customer care is achieved.

- 3 Provide the company annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 Sales
Cities	\$40,411,775.76	\$44,540,613.08	\$51,986,943.33
Counties	\$54,965,808.61	\$70,613,566.52	\$83,643,496.39
K-12 (Public/Private)	\$34,849,131.32	\$97,796,267.72	\$93,101,757.07
Higher Education (Public/Private)	\$29,082,462.33	\$31,742,977.05	\$34,685,444.45
States	\$133,801,694.51	\$134,969,929.37	\$92,868,776.94
Other Public Sector and Nonprofits	\$261,283,688.99	\$122,261,769.38	\$141,886,716.10
Federal	\$248,017,307.77	\$310,394,164.76	\$305,261,021.11
Private Sector	\$0.00	\$0.00	\$0.00
Total Supplier Sales	\$802,411,869.29	\$812,319,287.88	\$803,434,155.39

- 4 Provide annual sales for 2012, 2013 and 2014 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 Sales
Cities	\$40,411,775.76	\$44,540,613.08	\$51,986,943.33
Counties	\$54,965,808.61	\$70,613,566.52	\$83,643,496.39
K-12 (Public/Private)	\$34,849,131.32	\$97,796,267.72	\$93,101,757.07
Higher Education (Public/Private)	\$29,082,462.33	\$31,742,977.05	\$34,685,444.45
States	\$133,801,694.51	\$134,969,929.37	\$92,868,776.94
Other Public Sector and Nonprofits	\$261,283,688.99	\$122,261,769.38	\$141,886,716.10
Federal	\$248,017,307.77	\$310,394,164.76	\$305,261,021.11

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SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 Sales
Private Sector	\$0.00	\$0.00	\$0.00
<i>Total Supplier Sales</i>	\$802,411,869.29	\$812,319,287.88	\$803,434,155.39

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

Response: The Federal Identification Number for Insight Public Sector, Inc. is 36-3949000. The Dun & Bradstreet report dated September 9, 2015 can be located at the end of this tabbed section.

6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided.

Response: Below is a list of Insight's ten largest public sector customers, excluding U.S. Communities Advisory Board Members.

City of Austin

Shawn Willett, CPPO, Senior Business Process Consultant
P: 512-974-2554
E: shawn.willett@austintexas.gov

City of Detroit

Chuck Dodd, Deputy Director
P: 313-224-1774
E: cdodd@detroitmi.gov

Colorado Governor's Office of IT

Thirza Kennedy, Director of Procurement and Vendor Services
P: 303-764-7926
E: thirza.kennedy@state.co.us

County of Riverside

Jenifer Rutherford, Administrative Services Analyst II
P: 951-955-7785
E: jenifer.rutherford@rivcoit.org

Laredo Independent School District

Miguel Munoa, CTO
P: 956-273-1310
E: mmunoa@laredoisd.org

Large school district in Texas*

*The client has specifically requested that their name not be publicly released in any RFP response. Should you need to contact this client, please reach out to Erica Falchetti, erica.falchetti@insight.com.

Mesa Public Schools

Cindi Hostetler, Buyer
P: 480-472-0141
E: clhostetler@mpsaz.org

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Palm Beach County

Candace Miller, Coordinator, ISS Department

P: 561-355-6704

E: clmiller@pbcgov.org

Texas Department of State Health Services

Ricardo Blanco, IT Director of Operations

P: 512-776-6000

E: ricardo.blanco@dshs.state.tx.us

Texas Health and Human Services Commission (HHSC)

Thomas Spears

P: 512-406-2506

E: thomas.spears@hhsc.state.tx.us

Distribution

1. Describe how your company proposes to distribute the Products nationwide.

Response: One of Insight's cornerstone competencies is our unique order executing and distribution process. We move product from multiple points "A" to multiple points "B" more efficiently than any other vendor. Behind our success is Insight's scalable information system which creates a "Just In Time" (JIT) distribution model for our customers. Our information system, through EDI connections, links 31 manufacturers and distributors such as IBM, Hewlett Packard, Ingram, TechData, and Synnex. Insight has daily access to over \$3 billion dollars of inventory and the industry's most comprehensive and efficient distribution system, which results in 99.9% of credit released in-stock orders being shipped on the same day the order is placed.

Insight provides a direct link to the latest products from leading companies, representing over 10,000 manufacturers and over 1,250,000 quality products. We also have extensive, direct relationships with all the major manufacturers. This gives us the ability to supply our customers with advanced technology information and evaluation units (restrictions apply). We can also provide non-disclosure briefings on new products and platforms, and management of product rollouts. Insight's size and volume enables us to purchase products at the most aggressive discount directly from our manufacturers, as well as receive priority product availability. U.S. Communities members can take advantage of such advanced information to make strategic cost saving decisions regarding future IT acquisitions.

Virtual Sourcing (VS)

Insight has developed a product fulfillment strategy that focuses on attaining competitively low prices and the fastest delivery possible. The objectives of this fulfillment model are as follows:

1. Meet client expectations and requirements.
2. Achieve the best cost for the client.

To facilitate such objectives, Insight has enhanced our backend SAP system, the industry-leading ERP, through the integration of VS, our customized Virtual Sourcing tool. VS is Insight's system of record for channel availability, which

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allows us to combine the best of the stocking and drop-ship models. This virtual sourcing module holds cost and availability information of all channel products by supplier and supplier warehouse, along with the algorithms needed to select which supplier/warehouse is “best” to source from. For expedited deliveries, the system also “follows the sun”; enabling it to look solely at warehouses still capable of shipping to ensure those critical shipments arrive on time.

Through VS, fulfillment via direct ship or warehouse is determined dynamically on an order-by-order basis. Once an order has been created in SAP, the SAP and VS systems determine (according to information specified on the original client purchase order) if the order or line items on the order should be fulfilled via direct ship from suppliers or Insight’s warehouse. The system is designed to achieve the lowest operational cost (product cost, freight cost, etc.) and the most efficient availability on every order. Insight’s customized product sourcing tool set ensures members will receive the most competitive pricing while meeting their delivery requirements.

The following lists the locations in North America from where Insight may draw product:

Ada, Oklahoma	Ft. Lauderdale, Florida	Norcross, Georgia
Addison, Illinois	Glendale Heights, Illinois	Omaha, Nebraska
Bensenville, Illinois	Grove City, Ohio	Phoenix, Arizona
Carol Stream, Illinois	Grove City, Oklahoma	Plano, Texas
Carrollton, Texas	Hanover Park, Illinois	Rancho Santa Marg,
Carson, California	Harrisburg, Pennsylvania	California
Chandler, Arizona	Herndon, Virginia	Randolph, Massachusetts
Chicago, Illinois	Indianapolis, Indiana	Redmond, Washington
City Grove, Ohio	Irvine, California	Richardson, California
City of Industry,	Lawrence, Pennsylvania	Richardson, Texas
California	Lewis Center, Ohio	Salt Lake City, Utah
Compaq, Texas	Los Angeles, California	San Jose, California
Compton, California	Lyndhurst, New Jersey	Santa Ana, California
Dallas, Texas	Maple Shade, New Jersey	South Bend, Indiana
Durham, North Carolina	Memphis, Tennessee	Suwanee, Georgia
Florence, Kentucky	Miami, Florida	Swedesboro, New Jersey
Fontana, California	Milpitas, California	Tempe, Arizona
Fort Worth, Texas	Millington, Tennessee	Union City, California
Fountain Valley, California	Mira Loma, California	Guadalajara, Mexico
Fremont, California	New Castle, Delaware	Ontario, Canada

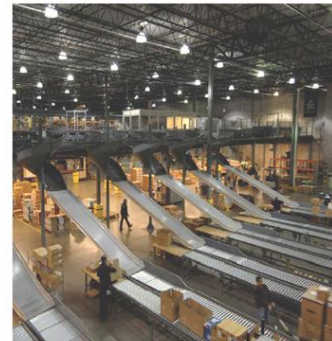
- Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

Response: Insight’s facilities include 443,000 square feet of distribution and warehouse space located in Hanover Park, Illinois. This facility has ISO 9001:2008 certified configuration and advanced integration labs. Typically, Insight has between \$65 to \$80 million of on-hand inventory for fast availability, in addition to our

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unparalleled ability to source hard-to find technology products. Insight is virtually connected to billions of dollars in IT-related inventory held by manufacturers and major distributors and utilizes more than thirty different major warehousing resources throughout the United States for sourcing. Insight uses an advanced sourcing/availability system that "follows the sun" to ensure that expedited delivery requests are fulfilled in a timely manner. Our system will automatically determine the best possible methodology for delivery based upon client timelines ensuring the best possible service levels available.

Insight represents a direct link to the latest products from leading companies, representing thousands of manufacturers and 1,250,000 quality products. Insight has extensive, direct relationships with all the major OEMs giving us the ability to supply our clients with advanced technology information, evaluation units, non-disclosure briefings on new products and platforms, and management of product rollouts. Additionally, our information system, through EDI connections, links 31 manufacturers and distributors such as IBM, Hewlett Packard, Ingram, TechData, and Synnex. Insight's size and volume enables us to purchase products at the most aggressive discount directly from the OEM as well as receive priority product availability. Clients can then take advantage of such advanced information to make strategic cost savings decisions regarding future IT acquisitions.



This highly sophisticated procurement strategy is designed to ensure product deliveries as well as combat product delays and constraints. Through this system, fulfillment via direct ship or warehouse is dynamically determined on an order-by-order basis. Once an order has been created in our system, the system will determine (according to information specified on the original client purchase order) if the order or lines on the order should be fulfilled via drop-ship suppliers or Insight's warehouse. The system is designed to achieve the best possible combination of lowest operational cost (product cost, freight cost, etc.) available while meeting the best efficient delivery timeline.

Shipping

Insight recognizes that multi-site organizations require a partner that can provide a strong delivery network. Insight's flexible shipping options include UPS, Federal Express, Truckline, all major air freight carriers, or a client requested carrier. Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed and will ship systems using the most aggressively priced carrier depending on poundage and scheduled delivery. When applicable, Insight will adhere to client-specific requests to use a different carrier and/or upgrade to a "Priority" shipment. Insight carrier partners are capable of providing every possible level of service required, up to, and including: same day (limited availability and extreme cases only), next day, two day, three day, and deferred service. Insight has established procedures in place to effectively communicate our service level requirements to our carriers. Such procedures have successfully been meeting or exceeding client expectations for over 27 years.

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Insight shall provide free basic best way ground shipping for all applicable orders placed under any resulting contract with the County and U.S. Communities. Should a PPA require express and/or customer shipping, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service, however, this service is not available for all products, from all shipping warehouses, or for all delivery locations.

For orders placed online, Insight's web tool offers the Participating Public Agency the flexibility to assign rights and restrictions for shipping method, priority, and other customizable checkout fields by user ID and password. For all orders, the 'Track Open Orders' function on the agency's ips.insight.com web page will display a list of all current open orders, and subsequently link straight through to the carriers' live online tracking system displaying delivery details, dates, times and signatures where appropriate so customers can follow the product from the warehouse to their door.

Insight's target SLA is to ship all non-constrained product within 24-48 hours. For all hardware orders placed by 3 p.m. CST in the U.S. orders will be processed and shipped the same day for items in stock at our Distribution Centers and for products available via the distribution channel (provided configuration services are not required). All orders missing these order cutoff times will be processed the next business day. Our ordering system automatically chooses the closest warehouse with the stock availability from which to ship. Insight's extensive sourcing capabilities provide our clients decreased delivery time-frames and better allocation of products in times of product shortage. Distributors are not capable of sourcing from other distributors.

Insight's system uses advanced logic to determine the best source for delivery - based upon our inventory, as well as the network of national distribution and manufacturer sources to which we have access. Based upon the availability of the product and location of the end-user, ground shipments can arrive in as little as one business day for in-stock items. On average, Insight customers receive their products within five to seven days ARO. For items that are not in stock, require custom configuration or special handling and/or ordering, our standard delivery estimate is within thirty days ARO. Clients will be informed of any backorders and offered their choice of cancelling, alternative product offering and/or waiting for delivery. As one of the largest technology providers in the United States, we have first availability through our vendor partners.

Software

Shrinkwrap software orders can be shipped via drop ship methodologies for next day delivery provided the product is available via the distribution channel and the order is placed by 5:00 p.m. local time in the respective regions. Our partners maintain warehousing facilities geographically dispersed throughout the world. Expedited delivery capabilities for software will vary by region as well as for "Tier 1, 2, and 3" software publishers. Insight's local presence and distribution model allows for local publisher support, shorter delivery times and lower freight costs.

Insight proactively works with software publishers to obtain electronic delivery of software license and maintenance products that are available through our publisher partners' Electronic Software Distribution (ESD) websites or our own ESD website.

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Each publisher may have guidelines about which downloads can be executed or which may not be allowed. Insight offers expert advice on ESD and how it can potentially meet our customers' unique business requirements.

Insight understands the management of key codes and knows that software media can be an important part of the success of any licensing program. We will work with Participating Public Agencies and the respective publishers to ensure that the key and all support material is shipped or emailed to the appropriate recipient as designated on the purchase order. Insight will keep a database of key codes for Microsoft as well as other software publishers. These Volume License Keys will be published in our secure on-line tool to provide a central depository and collection point of all license keys and access codes will be released to a Participating Public Agency's authorized users. Software vendors may provide keys to end-users only. Alternatively, Participating Public Agencies can grant access to Insight (i.e. Microsoft VLSC) and Insight can assist with this process. Insight believes that license keys are a securable asset and will assist with helping to mitigate any unnecessary exposure to volume license sprawl.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

Response: By negotiating some of the best rates with many of the carriers listed above, Insight is able pass those savings onto our clients. If the Participating Public Agency has negotiated better rates with its carrier, Insight will ship via the preferred shipping partner (if applicable) upon request, again providing the lowest cost to the end user. Software delivered via ESD provides not only cost savings, but time savings as well.

Insight is able to provide staging, stockholding services, and delivery in order to provide maximum availability of product for pick and pack products, run rate supply, as well as project requirements or rollout schedules when applicable. Our proven methodologies provide our clients with the ability to reduce and/or eliminate the amount of physical inventory they have to store and maintain on their premises. Insight works closely with our clients and our major business partners to privatize inventory and will stock additional products to meet delivery requirements.

Insight is able to offer client-owned inventory (COI) and inventory management methodologies at our distribution facility location in Hanover Park, Illinois. For both Participating Public Agency "standard" and "non-standard" products we can stock a run rate quantity in our Insight operated warehouse. At no extra charge, Insight will stock a private inventory of the Participating Public Agency's hardware equipment standards for a period of thirty days before required delivery dates. After thirty days, per pallet fees are applicable, based upon the longevity of storage needs. If applicable, storage fees will only apply to invoiced (client-owned) product. Storage fees vary by region and billing cycles are once a month in the U.S with a standard pallet size of 48" x 48" x 48".

Insight also has a process whereby we can stage product and/or pre-configure systems and stock in our COI location which is then available for pick and ship within 24 hours. Insight can hold stock for these items for thirty days free of charge. These items need to be forecasted and a Participating Public Agency will be responsible for placing a Purchase Order for these materials within thirty days. Pre-

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configured equipment will require the Participating Public Agency to enter into an inventory agreement with Insight for the specific materials.

In addition, Insight is able to provide bundling/kitting/overboxing of orders by end-user or office. Especially useful in situations where end users are receiving a pre-defined set of gear, this service can be combined with any of our standard integration services. An example scenario: a client orders a new laptop, port replicator, laptop backpack, keyboard, and mouse for each end user. Each laptop is imaged and asset tagged and each port replicator is asset tagged and repacked in the original manufacturer boxes. Then the laptop, port replicator, laptop backpack, keyboard and mouse, are securely packed into a secondary over box. The overboxed "kits" are then shipped out to individual ship to addresses via small parcel carrier or palletized and shipped in bulk to a client location via LTL carrier.

Insight will work with the Participating Public Agency to determine COI space needs based on its requirements. There is not a standard amount of space per storage location as we do not require minimum or maximum inventory levels to utilize this service. The product is brought in by pallet and however many pallets are needed for that client's product is the amount of space that the client will be given. This methodology allows us to easily increase or decrease the square footage area designated for our clients products based on their actual needs at any given time. When a new COI product is received into our warehouse, it is initially received into general stock and then the pallets are physically moved to the client's storage location. This can take 24 to 48 hours. Processing an order out of COI is usually processed the same day the order is written assuming there are no holds on the order, configuration services are not required, and the order is received by 3 p.m. CST.

4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Response: Our U.S. distribution operations are conducted within a 432,000 square foot Distribution Facility in Hanover Park, Illinois a suburb of Chicago close to O'Hare Airport. Insight's U.S. based state-of-the-art Integration Centers are also located in Hanover Park. These ISO 9001:2008 certified facilities include our 15,000 square foot Custom Configuration facility; our 14,000 square foot Advanced Integration facility that features a dedicated Data Center to support client equipment in a safe, clean and climate-controlled environment; and our 12,000 square foot National Repair Center for equipment processing (to include replacement, refurbishment and maintenance). Insight's Integration Centers are climate controlled to a relative humidity of 30%-50% and are equipped with conductive work surfaces and ESD floor surfaces.



Insight's Distribution Center and Configuration Labs are state-of-the-art facilities ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking and automated product movement allow Insight to ship over 3,000 orders per day in the U.S. Our ISO 9001:2008-certified labs perform simple and complex integrations with a 99.999997% success rate and operate at Six Sigma levels of quality. The Distribution Center operates from 5 a.m.

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to 9 p.m. CST five days a week (Monday through Friday) and our configuration labs operate five days a week, 24 hours a day and have the capacity to configure over 2,000 units per day at peak capacity. In 2014, Insight counted over 1,600 active clients, 550,000 assets were processed in our Custom Configuration and Advanced Integration labs, over 100 custom images were built, and there were over 150,000 Depot transactions.

Our primary on-hand inventory of \$65-80 million in our U.S. Distribution Center is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused and harder to get allocated consistently to your account. Insight works closely with our clients and our major business partners to privatize inventory and will stock additional products to meet delivery requirements. Insight is able to provide staging, stockholding services, and delivery in order to provide maximum availability of product for pick and pack products, as well as project requirements or rollout schedules when applicable.

5. Provide the number and location of support centers (if applicable).

Response: Insight has 206 SLED and Healthcare sales, support and management teammates located throughout the United States. Insight has 50 office and remote locations, as well as 40 home-based offices. In addition, our clients are supported with a national services team of 1,374 staff members, for a combined total of 1,580 sales and technical resources. The following is a list of our U.S. branch locations:

Insight Main Office Locations

Office Name	Street Address	City	State	Zip
Tempe, Arizona (Headquarters)	6820 South Harl Avenue	Tempe	AZ	85283
Tempe, Arizona	910 West Carver Road Suite 110	Tempe	AZ	85284
Cupertino, California	19925 Stevens Creek Blvd. Suite 136, 137 / 138	Cupertino	CA	95014
Tampa, Florida	2701 North Rocky Point Dr. Suite 300	Tampa	FL	33607
Atlanta, Georgia	500 Northridge Road Suite 140	Atlanta	GA	30350
Addison, Illinois	2250 Pinehurst Boulevard Suite 200	Addison	IL	60101
Hanover Park, Illinois (Distribution Center)	1600 Hunter Road	Hanover Park	IL	60133
Hanover Park, Illinois (Returns Department)	1560 Hunter Road	Hanover Park	IL	60133
Overland Park, Kansas	6340 Glenwood Building 7, Suite 104	Overland Park	KS	66202
Waltham, Massachusetts	1432 Main Street	Waltham	MA	02451

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Office Name	Street Address	City	State	Zip
Edina, Minnesota	6600 France Avenue S Suite 350	Edina	MN	55435
New York, New York	1 Penn Plaza 39th Floor, Suite 3910	New York	NY	10119
Columbus, Ohio	Two Easton Oval, Suite 350	Columbus	OH	43219
Austin, Texas	2525 Brockton Drive Suite 390	Austin	TX	78758
McAllen, Texas	2712 North McColl Road.	McAllen	TX	78501
Plano, Texas	3480 Lotus Drive	Plano	TX	75075
Chantilly, Virginia	14520 Avion Parkway Suite 310	Chantilly	VA	20151
Liberty Lake, Washington	22721 East Mission Ave.	Liberty Lake	WA	99019

Sales Support

Insight Public Sector uses a hybrid sales teaming model to support our clients. The U.S. Communities contract would primarily be served by the staff located in our regional sales offices. We would use sales support and operational staff from our Tempe, Arizona-based call center to assist in meeting requested timelines for support, order processing, etc. This hybrid approach has been used successfully by Insight in support of major contracts throughout the United States. Insight's infrastructure is designed to support these virtual teams. Insight believes in having local teams supporting our clients whenever possible, because they have a better and closer understanding of the local challenges faced by our clients.

- If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Response: While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women and veterans when it makes good business sense and benefits both the client and Insight.

General Diversity Sourcing / MWBE Overview

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process. Insight is interested in better understanding our clients' specific spending goals and the different buying options we can help implement with them -- through joint POs with designated partners, through manufacturer/publisher authorized outsourcing options, subcontracting opportunities, or through purchase reporting.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

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Insight's role as Participating Public Agencies' value-added reseller is to provide appropriate suppliers as needed to fulfill their diversity requirements. Insight's Diversity Program Team is available for consultation and on-site visits.

We have outlined below an overview of Insight's Diversity Commitment for your review.

Insight's Diversity Commitment: Insight is committed to supporting and increasing procurement opportunities for diversity business enterprises when and where we can, while maintaining our value proposition to our clients. We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, veteran-owned and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

As part of our diversity program, we proactively identify and certify new diversity suppliers, thereby enabling us to provide both direct and indirect 2nd tier diversity reporting.

In addition to diversity reporting, we also:

- Continue to develop and promote company-wide policies and efforts around regular review of non-diversity purchases, buyer trainings and follow-up, and overall support for awarding contracts and subcontracts to diversity businesses,
- Share bidders' lists of small business concerns from multiple sources,
- Identify preferred diversity suppliers by material groups and offering products from these suppliers for review by our clients.
- Attend diversity business seminars, trade fairs/networking events, and
- Monitor performance against subcontracting goals.

Achievement against goals: As part of our diversity program, we proactively identify and certify new diversity suppliers, thereby enabling us to provide both direct and indirect 2nd tier diversity reporting. We proactively seek out ways to partner with the following qualified diversity product and service suppliers: Woman-Owned; Veteran-Owned; Minority-Owned; Service-Disabled Veteran-Owned; GLBT; HUBZone; Small Disadvantage Business, and SBA 8(a)-Certified.

Joint PO Partnerships: Insight's diversity partners work alongside Insight to support client diversity initiatives through Joint POs. No special manufacturer/publisher approvals are needed in most cases. All PO's, invoices and payments are co-branded with Insight and one of Insight's diversity-owned Strategic Partners.

Insight's Diversity Spend

In 2014, Insight spent more than \$261 million with diversity owned businesses (2nd tier spend) for client purchases and over \$23 million for internal goods and services.

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Our 2014 Diversity Spend Totals with various diverse suppliers is as follows:

Diversity Category	Amount Paid
Small Business	\$ 263,198,056
Small Disadvantage Business	\$ 8,831,781
Hubzone Small Business	\$ 1,788,160
Small Disadvantage Hubzone Business	\$ 1,719,344
African American Owned	\$ 1,952,773
Asian/Indian American Owned	\$ 1,950,228
Asian/Pacific American Owned	\$ 21,629,060
Hispanic American Owned	\$ 3,826,318
Native American Owned	\$ 544,550
Veteran Owned	\$ 9,063,485
Disabled Veteran Owned	\$ 544,153
Woman Owned	\$ 37,914,892
Woman, Veteran Owned	\$ 4,045,039

- a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

Response: When a Participating Public Agency desires to utilize local and/or MWBE companies, or there is significant need to address specific disadvantaged/diversity requirements within a geographic market, Insight will work with U.S. Communities and the local client community to establish an acceptable diversity program that would assist them in meeting their unique local requirements. Insight has a long history of working with small and disadvantaged companies in local markets. We are currently partnered with local companies in Texas (HUBs), California (Small Businesses (SB) and Disabled Veterans Business Enterprise (DVBE)), Missouri, Ohio, Wisconsin (MBEs), as well as others. Insight will also work with U.S. Communities and the local client community to develop state-level programs that are acceptable to all parties – including the “paper-flow”, recognition, and commercially-useful function (CUF) within the structure of our U.S. Communities contract award.

- b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Response: Insight's strategic partnership with diversity partners like Anacapa Micro, Granite Data Solutions, Von Technologies and Unistar-Sparco are examples of how Insight supports diverse business partners--introducing strategic partnerships into accounts that they may otherwise not be engaged

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with and working side-by-side on these opportunities, to provide solid business solutions for our shared clients.

SMALL/DIVERSITY BUSINESS PROGRAM PLAN SUMMARY

Beginning in the 1990's with an initiative to track and report supplier diversity status for our clients, our program has since expanded with a dedicated diversity team focused on expanding diversity efforts company-wide.

We associate suppliers with the following business classifications:

- Large Business
- Small Business
- Small Disadvantaged Business
- HUBZone Small Business
- Minority-Owned
- Woman-Owned
- Veteran-Owned
- Service Disabled Veteran-Owned

Insight recognizes that diversity sourcing is a key business driver for many of our clients, and our strategic partnerships can help clients meet these goals. Insight is committed to supporting and increasing procurement opportunities for diverse businesses.

Diversity Partnerships

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- We offer joint PO solutions in partnership with qualified diversity businesses.
- Upon manufacturer/publisher approval, Insight's diversity team can establish an order flow process with a diversity-owned partner to receive a PO direct from the client and then reissue a PO for the same products and price to Insight.
- We can subcontract strategic diversity partners for service related projects.
- For 2nd Tier spending, Insight can source products from diversity vendors.

Purchase Analysis

Insight's diversity team can also analyze a client's purchase history in order to help identify specific small or underutilized suppliers by material group for upcoming purchases. Orders are quoted and sourced from specific diversity suppliers. This analysis and upfront capture of diversity suppliers translates into higher direct 2nd Tier diversity purchases.

Reporting

Some Insight clients have set-aside contracts for 1st tier diversity spend. Because Insight is not itself a small or underutilized business, clients can't

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count orders placed with Insight as 1st tier credit unless a diversity partner is involved. As an alternative, we can report the 2nd tier dollars we spend with small or underutilized businesses.

1. **Direct 2nd Tier Reporting** – Captures the sales placed for a specific client through small or underutilized suppliers.
2. **Indirect 2nd Tier Reports** – Presents a client's spend with Insight as a percentage of Insight's entire domestic revenues. This percentage is then extrapolated as a percentage of Insight's entire spend with small or underutilized businesses.
3. **Non-Trade Reporting** – While trade reporting includes sub-contracting and purchases made for resale to our clients, we can also report on non-trade (non-resell) purchases Insight makes to maintain our business and support our clients.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Diversity Spend Reporting

Trade & Non-Trade reporting options are available including Client-Specific Purchase Analysis for clients who wish to increase their diversity spend.

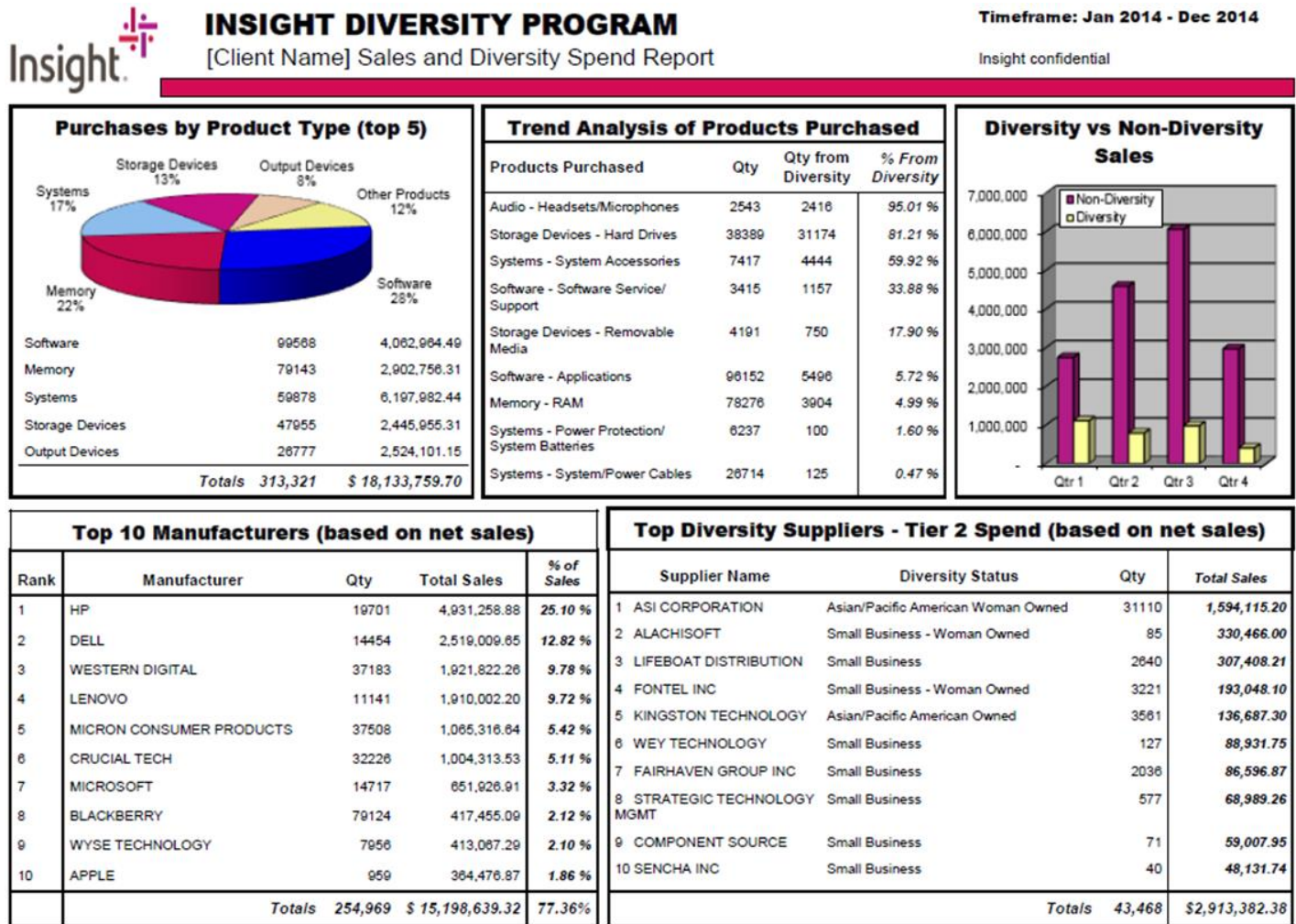
Insight works with over 400 diversity-owned businesses to source products and services for our clients. A vendor's business status is regularly validated by 3rd party companies like Dun & Bradstreet to ensure all certifications are current.

On a quarterly, annual or semi-annual basis, Insight can provide information details of the vendors used to source products for the client.

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Client-Specific Purchase Analysis

Below is an example of a Sales and Diversity Spend Report.



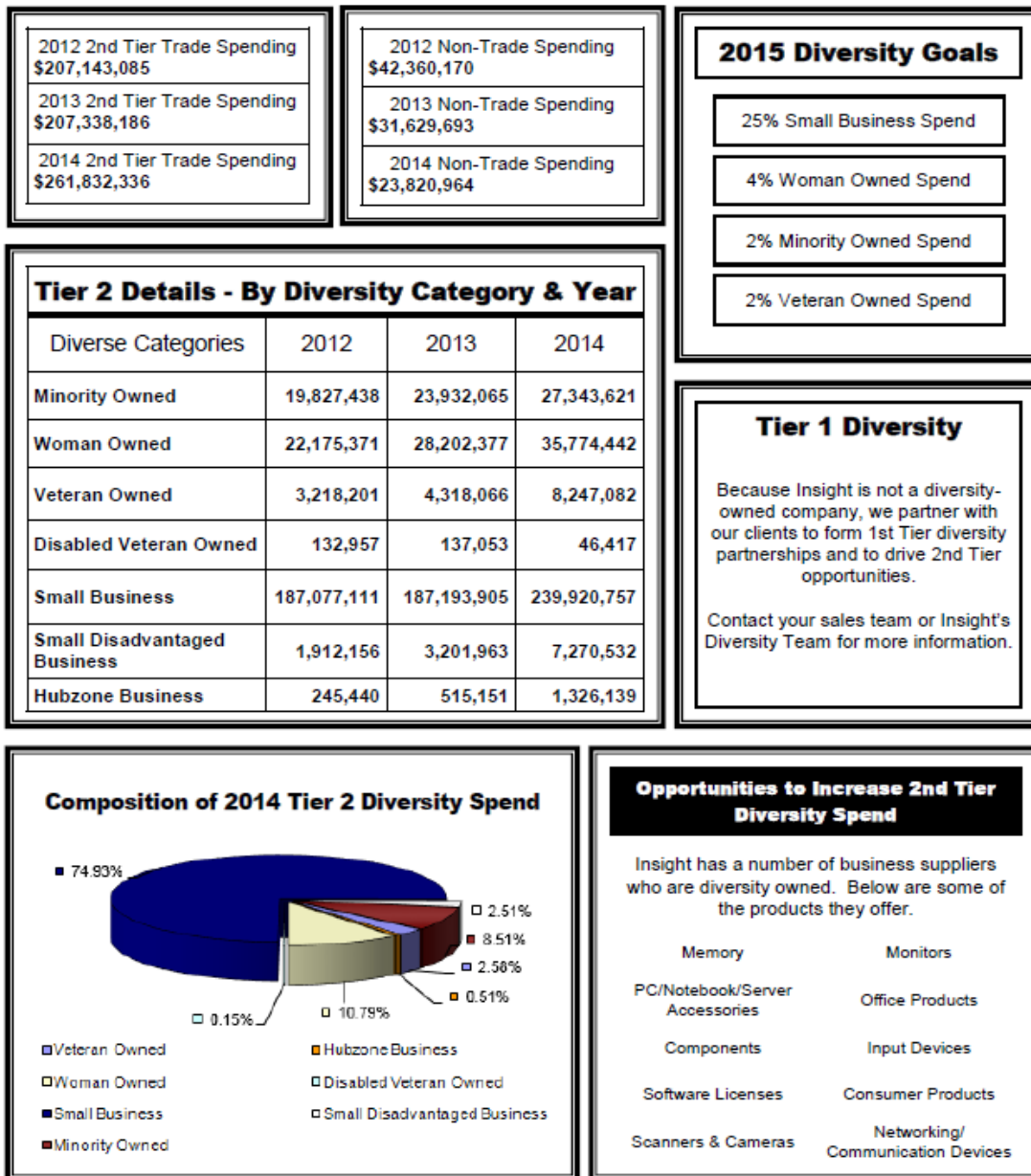
SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Insight's Overall Diversity Spending

Below is an example of a Supplier Utilization Report.

INSIGHT DIVERSITY PROGRAM

Diverse Supplier Utilization - Tier 2 Scorecard Insight confidential



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Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.

Response: Insight expects to work closely with U.S. Communities in the development of a mutually agreeable marketing plan. We envision a combination of U.S. Communities-led efforts and Insight-led efforts, as well as joint activities.

We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT/IS, as well as financial (CFO) departments. We have found that marketing to these higher level decision makers results in a significantly higher return on investment than marketing directly to end-users.

Insight currently attends over 100 local, regional and national trade shows annually in more than twenty states. We believe that becoming a part of the local community is critical. Among the planned actions in this area are:

- **Insight Commitment:**
 - To spend at least a percentage of contract revenue in marketing activities to promote the success of this contract. Insight is proposing to dedicate 0.25% of software revenue, 1% of hardware and sku-based services revenue, and 2% of SOW-based services revenue to marketing efforts. These efforts will include, but not be limited to, participating in trade shows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.
- **Incremental Funding:**
 - We will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of this contract and their products/solutions.
- **U.S. Communities Marketing Flyers:**
 - Insight will work with U.S. Communities to develop show and "leave-behind" informational marketing flyers. An example flyer is attached at the end of this tabbed section.
- **Trade Shows:**
 - Coordination to mutually support each group's current trade shows as it makes sense.
 - Examination of the need for any additional shows necessary to ensure coverage.
 - Allowed use of show mailing lists when appropriate for pre- and post-show mailing actions.
- **Electronic Direct Mailers (EDMs):**
 - Regular cadence of EDMs to "opted-in" Insight Public Sector clients about the contract's value/offering (vendor neutral).

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- Development of vendor sponsored EDMs to same audience (vendor focused).
 - **Print Publications:**
 - Coordination with U.S. Communities in creating a national print advertising campaign for this contract. Among the possible publications for consideration are: Center for Digital Government, Center for Digital Education, e-Republic, Government Technology, Campus Technology, Educause, Nonprofit Times, and Emergency Management.
 - **Web Ads/Portals:**
 - Coordination with U.S. Communities in this area as well (usually ties into print publications).
2. Explain how your company will educate its national sales force about the Master Agreement.
- Response:** First and foremost, our national sales force will participate in mandatory training on the new contract, including all details on our commitments, pricing, etc. On a continuing basis, extensive training on the U.S. Communities contract is provided to all new sales and support staff before entering the sales floor. Additionally, we provide quarterly refresher trainings to our sales, services and support teams so they remain current and focused on our primary offering.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
- Response:** As an existing contract holder with U.S. Communities, Insight has spent the last six years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 2,800 members have chosen to purchase from us through our U.S. Communities contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:
1. Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
 2. Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.
 3. While we understand that our existing contracts may be viewed by some as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to U.S. Communities. We will seek to leverage the existing relationships that we have developed under these contracts to:
 1. "Flip" clients over to the U.S. Communities contract (when possible)
 2. Pursue the use of the U.S. Communities contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.

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3. Discuss the value of moving their acquisition efforts to the U.S. Communities contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the regional U.S. Communities Program Managers.
4. Insight will work very closely with the appropriate U.S. Communities Program Managers to ensure close cooperation related to joint sales calls, etc.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.

Response: Insight has detailed our marketing and transition plans in our response to the previous question.

As an existing U.S. Communities contract holder, Insight's response to this question is slightly different. Our figures represent the total expected revenue for the first three years of the contract, as opposed to the total amount that will be transitioned to the contract.

- a. \$ 125,000,000.00 will be transitioned in year one.
- b. \$ 145,000,000.00 will be transitioned in year two.
- c. \$ 167,000,000.00 will be transitioned in year three.

As a current Contractor, Insight has grown an average of 32% year over year on our existing contract.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Appendix D, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;

Response: Insight has identified the following teammates who will be responsible for the implementation tasks outlined in Appendix D, New Supplier Implementation Checklist. Because we are an existing contract holder with U.S. Communities, we believe all tasks can be completed within four weeks.

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Task	Key Employee(s)
First Conference Call	David Cristal, Chris Turner & Erica Falchetti
Executed Legal Documents	Susan Isaac & Pam Potter
Program Contact Requirements	Insight has communicated its Supplier contacts to U.S. Communities, and already has a dedicated email, toll free number, and fax number in support of our existing contract with U.S. Communities.
Second Conference Call	Chris Turner & Erica Falchetti
Marketing Kick Off Call	Chris Turner, Karina Rodriguez & Erica Falchetti
Initial NAM and Staff Training Meetings	Chris Turner, Erica Falchetti & Todd Sebring
Senior Management Meeting	David Cristal & Chris Turner
Review Top Joint Target Opportunities	Chris Turner & Erica Falchetti
Web Development	Todd Sebring
Sales Training and Roll Out	Chris Turner & Erica Falchetti

- b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;

Response: The following individuals will be engaged in the management and ongoing maintenance of the contract throughout the term.

David Cristal – Dave is the Vice-President and General Manager of Insight Public Sector, and will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight, U.S. Communities leadership, and manufacturer partners.

Chris Turner – Chris is our Director of Business Development, having specific oversight of the relationship between Insight and U.S. Communities. Chris will serve as one of two National Account Managers, and will provide direction for the sales teams to drive consistent sales growth. . Chris will also oversee the marketing strategy as well as manufacturer partner involvement in the contract.

Erica Falchetti – Erica is our SLED Capture Manager and will be serving as the second National Account Manager for U.S. Communities. Erica's specific responsibilities around the contract will include liaising our sales teams, management teams, and U.S. Communities Program Managers. She will also

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work closely with Chris in overseeing and implementing our marketing strategy and interacting with our manufacturer partners.

Todd Sebring – Todd is the SLED Director of Compliance and, along with his team of eight people, will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access.

Pam Potter – Pam is part of Todd’s team and serves as our SLED Contract Compliance Manager. She will work closely with our sales teams to provide ongoing training about the U.S. Communities contract and will be the main point of contact for Fairfax County.

Leigh Abril-Bosworth – Leigh is part of the business development team and her responsibilities will include handling any administrative tasks in support of the management, sales, and compliance teams.

- c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member’s role in maintaining and growing the contract; and 3) a timeline of each member’s involvement throughout the contract.

Response: Insight has provided the below chart with the requested information.

Name and Role	Time Commitment	Timeline of Involvement
<u>Dave Cristal, Vice-President and General Manager:</u> Dave will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight, U.S. Communities leadership, and manufacturer partners	Dave will provide support on an as-needed basis	Throughout the duration of the contract
<u>Chris Turner, Director of Business Development:</u> Chris will have specific oversight of the relationship between Insight and U.S. Communities and will provide direction for the sales teams to drive consistent sales growth. He will also oversee the marketing strategy as well as manufacturer partner involvement in the contract	The majority of Chris’ time will be devoted to the contract	Throughout the duration of the contract

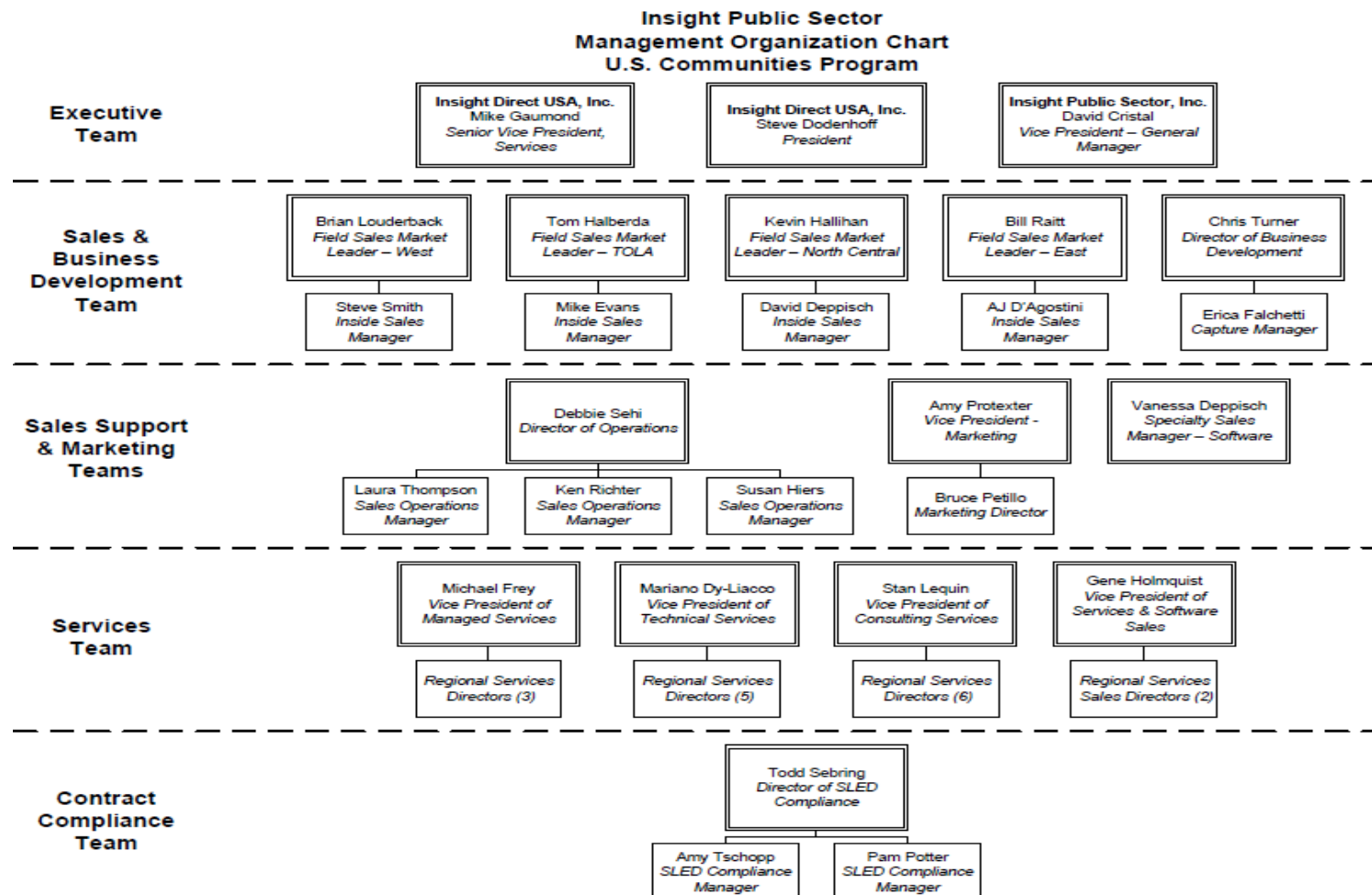
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Name and Role	Time Commitment	Timeline of Involvement
<u>Erica Falchetti, SLED Capture Manager:</u> Erica’s role will be to liaise between the sales teams, management teams, and U.S. Communities Program Managers. She will also work closely with Chris to oversee and implement our marketing strategy and interact with our manufacturer partners.	A significant amount of Erica’s time will be devoted to the contract	Throughout the duration of the contract
<u>Todd Sebring, SLED Director of Compliance:</u> Todd and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access.	As Todd oversees the compliance of all Insight SLED contracts, a portion of his time will be dedicated to the contract on a daily basis	Throughout the duration of the contract
<u>Pam Potter, SLED Contract Compliance Manager:</u> Pam will work closely with our sales teams to provide ongoing training about the contract and will be the main point of contact for Fairfax County.	As Pam manages all of Insight’s SLED contracts, a portion of her time will be dedicated to the contract on a daily basis	Throughout the duration of the contract
<u>Karina Rodriguez, SLED Marketing Specialist:</u> Karina will be responsible for developing and maintaining marketing content in support of the contract.	As Karina is responsible for all of Insight’s SLED marketing, a portion of her time will be dedicated to the contract on a daily basis	Throughout the duration of the contract
<u>Leigh Abril-Bosworth, Administrative Assistant:</u> Leigh will be responsible for handling any administrative tasks in support of the management, sales, and compliance teams.	Leigh will provide support on an as-needed basis	Throughout the duration of the contract

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2. Provide an organizational chart of your company.

Response:



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3. Submit the resumes of the below personnel:

- a. The person your company proposes to serve as the National Accounts Manager,

Response: Please see the resumes for Chris Turner and Erica Falchetti provided at the end of this tabbed section, who will jointly serve as the National Account Managers.

- b. Each person that will be dedicated full time to U.S. Communities account management, and

Response: As stated throughout our technical response, Insight Public Sector has 50 offices across the nation with over 200 sales representatives, plus the global resources of our parent company, Insight Enterprises, Inc. While no one person is dedicated full time to U.S. Communities account management, all 200+ sales teammates are trained on our corporate commitments under our existing contract, and they actively market the contract to their clients. This is evidenced by the fact that over the past six years, 2,894 separate clients have purchased under Insight's U.S. Communities contract.

- c. Key executive personnel that will be supporting the program.

Response: Please see the resumes for the following key executive teammates provided at the end of this tabbed section:

- **Sales Leadership**
 - Steven Dodenhoff: President
 - David Cristal: Vice-President/General Manager
 - Brian Louderback: Market Leader – West
 - Thomas Halberda: Market Leader – TOLA
 - Kevin Hallihan: Market Leader – North Central
 - William Raitt: Market Leader – East
 - Vanessa Deppisch: Manager of Specialty Sales – Software
- **Operational Leadership**
 - Deborah Sehi – Director of Operations
- **Contract Compliance Leadership**
 - Todd Sebring – Director of SLED Compliance

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Introduction and Background, Paragraph 5, General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

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Response: As mentioned elsewhere in our response, Insight is offering the County, U.S. Communities and all Participating Public Agencies the complete list of technology products referenced in the RFP, including but not limited to:

- Personal Computers (desktop, laptop, tablet)
- Monitors
- Servers
- Video, Teleconferencing
- Printers, Scanners, Plotters
- Software
- Networking
- PDAs
- And the rest of our Catalog with more than 1,250,000 product SKUs
- Memory
- Projectors
- Cabling
- Computer Accessories
- Computer Components
- Power Protection
- Storage
- Virtualization Products

We have provided a current list of the manufacturers, publishers and suppliers, along with all product categories available from Insight that we are offering to U.S. Communities and Participating Public Agencies at the end of this tabbed section.

Insight is also offering our complete portfolio of technology services and solutions such as systems configuration, testing, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and more. Services offered also include:

1. All Lifecycle Service Offers offered through Insight:
 - Offerings related to the management, from inception to retirement, of clients' IT investments, including consultation, acquisition, implementation, integration, break/fix, help desk, asset management, disposal and asset recovery, etc.
2. All Strategic Solution Areas:

These are the specific solution offerings that involve specialized technical expertise in specific technologies and include:

- **Consulting Services**
 - Office Productivity
 - Unified Communications and Collaboration
 - Mobility, Network & Security
 - Data Center & Virtualization
 - Software Asset Management
 - Cloud Consulting
- **Technical Services**
 - Multi-Site Deployment
 - Onsite Programs
- **Managed Services**
 - Integration Labs
 - Remote Network Operations

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- Mobility Lifecycle Management
- National Repair Center
- Asset Disposal
- Service Desk

3. Expanded Offerings via Vendor Partners:

- We will work with our partners to develop and/or pass through expanded offerings as needed to solve members' needs.

Our comprehensive offering includes products and services from the following manufacturers and publishers, along with a plethora of others:

- Cisco Products, Services and Solutions
- HP Products, Services and Solutions
- Dell Products, Services and Solutions
- Panasonic Products, Services and Solutions
- EMC2 Products, Services and Solutions
- CommVault Products, Services and Solutions
- Symantec Products, Services and Solutions
- Veritas Products, Services and Solutions
- VMware Products, Services and Solutions
- Apple Products, Services and Solutions
- Google Products, Services and Solutions
- Amazon Web Services Products, Services and Solutions
- Microsoft Products, Services and Solutions
- Citrix Products, Services and Solutions
- NetApp Products, Services and Solutions

2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

Response:

Insight VIP Website

Insight offers Participating Public Agencies customized VIP (Valued Insight Partner) websites.

The VIP program at ips.insight.com provides tools to automate and manage their IT procurement processes while offering real-time access to agency-specific information about products, pricing, orders, shipment status and more. These VIP privileges can add efficiency and savings to their IT procurement plan.

Insight has incorporated industry best practices to develop ips.insight.com. The e-commerce enabled site offers customizable features to streamline an organization's procurement process. These features will improve PPAs' access to technology products:

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- **Real Time Information:** Insight's eProcurement offering puts products and information at your fingertips 24 hours a day, 365 days per year.
- **Custom Catalog:** Allows access to a product catalog that can be broad or narrow in its product selection to meet an organization's specific requirements.
- **Company Standards:** Assists users through the buying process by creating product bundles specific to the PPA's organization.
- **B2B Procurement:** Insight will partner with PPAs to assess and develop a solution to meet their unique requirements. Insight currently interfaces with Ariba, Oracle Exchange, Perfect Commerce, Enterprise Buyer Professional (SAP) and customer direct systems.
- **Evolving Technology:** Insight continues to evaluate best practices and e-commerce trends so we can continue offering online processes that allow PPAs to automate business procedures, which in turn reduce their procurement costs.

Insight Leasing

In addition to providing fast and efficient physical access to products, Insight can also make it easier financially for Participating Public Agencies to access technology products and services.

Insight provides clients with comprehensive leasing solutions for their information technology needs as well as innovative financial strategies. Our flexible leasing programs leverage vendor-neutral solutions, which allow PPAs to upgrade their technology with the best equipment available – regardless of manufacturer. By utilizing our leasing services, PPAs also benefit from conserving capital and minimizing the risk of technology obsolescence.

Insight's onsite leasing team is ready to assist PPAs with their Insight lease transactions. We handle all credit submissions, documentation and lease order processing in-house to make sure everything is done swiftly and correctly.

Insight Ancillary Support

Insight has unparalleled capability to provide U.S. Communities and PPAs with ancillary support. Insight's facilities include 443,000 square feet of distribution and warehouse space, as well as ISO 9001:2008 certified configuration, advanced integration labs, and 50 branch offices around the country. Typically, Insight has over \$65 million of on-hand inventory for fast availability, in addition to our unparalleled ability to source hard-to find technology products.

Insight's scalable information system also creates a "Just In Time" (JIT) distribution model for PPAs. Our information system, through EDI connections, links 31 manufacturers and distributors such as IBM, Hewlett Packard, Ingram, TechData, and Synnex. Insight has daily access to over \$3 billion dollars of inventory and the industry's most comprehensive and efficient distribution system, which results in 99.9% of credit released in-stock orders being shipped on the same day the order is placed.

Our warehouse points of interest include a Client Holding Area, our ISO 9001:2008 certified Advanced Integration Lab, and our 24 hour, ISO 9001:2008 certified Custom Configuration Lab.

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Insight's Client Briefing Center

Insight's Client Briefing Center (CBC), is a state-of-the-art facility for client tours, demonstrations and conversations with subject matter experts, helping clients test and learn about the latest technology.



3. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for the Products and Services.

Response: Insight has a great deal of experience in taking a specific, non-mandatory use contract and expanding its value proposition. There isn't any magic involved; just a lot of hard work by good people with extensive experience in the marketplace. As a current U.S. Communities Supplier, Insight has grown an average of 32% year-over-year on our existing contract.

Success comes through coordination of our efforts internally, with U.S. Communities and with our vendor partners. We must act together to present this contract successfully as an option for our collective clients.

Product Offerings

For over two decades, Insight has specialized in keeping pace with changing technology and an ever-evolving market. Our premier relationships with major technology manufacturers help us stay abreast of changing market trends and remain knowledgeable of future product roadmaps. As manufacturers notify us of upcoming changes in products, we will pass that information to US Communities and the Participating Public Agencies. Insight is privileged to have representatives from the major manufacturers on-site at various Insight locations. Their presence keeps Insight informed and up-to-date on product announcements, availability, price changes, end-of-life issues, client programs, etc. This communication becomes part of the overall formula for customer satisfaction and can be provided via e-mail, fax, verbal or written communication. Insight will have the responsibility of keeping you on the leading edge of the industry's technologies assisting U.S. Communities and Participating Public Agencies in the proper planning and deployment of their IT assets and resources.

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Insight has a very sophisticated EDI product catalog management tool that provides up-to-the-minute product catalog changes and price changes. We believe that automatic inclusion of Insight's entire product and services offering will allow us to best control costs and ensure we're able to maximize an agency's choices.

Insight will evaluate our product and services offerings over the life of this contract and update them – whether at the individual SKU level or by developing new strategic directions to help our clients with “new” needs. One recent example is the incredible focus by governments on reducing their energy footprint (“greening” of government). Our existing business has allowed us to develop a process by which new companies, service offerings and products are integrated into our product catalog. Insight will work closely with our existing vendor partners, as well as new partners under this contract to provide products and services that may not be part of Insight's standard offerings through a “pass-through” program and/or our subcontracting relationships.

We will work with agencies one-on-one as appropriate to help them establish B2B or EDI relationships with us should they wish to do so. Additionally, we will gladly provide them with catalogs containing pricing information should their system not support such an infrastructure.

Quality

1. Describe your company's quality control processes.

Response: Insight's quality approach is completely client-centric. A trusted advisor listens first, and then provides a solution. As we strive for excellent client relationships, we routinely ask for, gather, and analyze client feedback, via surveys, and communicate that information throughout our entire organization. From all-teeammate rallies to daily huddles, all levels of Insight personnel have the opportunity to hear the “voice of the customer”. Our client survey results feed the continuous improvement of our business practices and services we provide. From executive management and throughout all levels of Insight's organization the total client experience is emphasized and is central to our entire business model - from individual teeammate goal development, to enterprise-wide targets for process improvements, to development and marketing of new products and services.

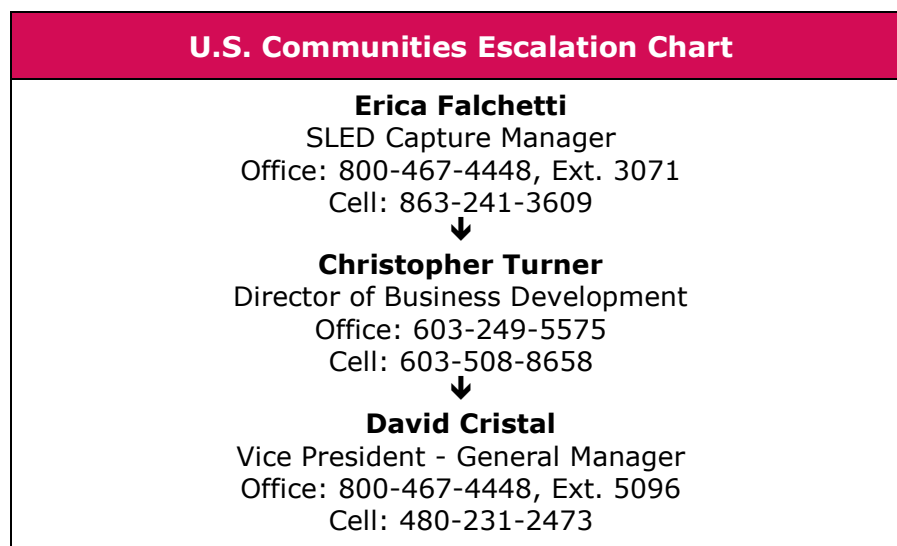
Insight uses a wide range of quality methodologies as we collaboratively respond to the “voice” of our clients. The methodology used depends on the function, process, product, or service that is targeted for implementation, improvement or change. For example, when Insight provides professional project management at a client location for a network deployment, we implement PMI-Certified Project Management Methodology which has strong quality and change control elements. When Insight provides configuration, integration, or repair of computing products, those processes are ISO 9001:2008 certified, which is a globally recognized quality management system. All of Insight's services are client-centric in that our Service Level Agreements (SLA) and Statements of Work (SOW) are customized and contracted with the client to ensure that quality is defined by their specific needs and concerns. Our agility in using various proven quality methods not only meets or exceeds client expectations, it allows Insight the flexibility to implement unique requirements from client to client.

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2. Describe your problem escalation process.

Response: An overview of our Escalation Processes and Methodologies is listed below.

- **Escalation Process:** Insight's escalation process incorporates personnel from all areas of our business. Our goal in doing business with Participating Public Agencies is to see that all their business requirements are being addressed across their organization. Insight is flexible in working with our clients to create programs that eliminate concerns regarding the Insight-U.S. Communities partnership. We work diligently to minimize any issues that may arise to ensure we meet our service level goals. Service level issues are addressed promptly through our escalation path and issue resolution process. Insight will work with U.S. Communities to define and implement mutually agreed upon issue escalation and resolution procedures and processes based on the business awarded from this RFP initiative.
- **Escalation Path:** The following escalation path has been established should U.S. Communities experience a lack of expected service. U.S. Communities is encouraged to contact Erica Falchetti, SLED Capture Manager, so the proper resolution can be achieved in a timely manner. Issues that are not resolved in a suitable timeframe will be escalated to the appropriate Insight Management team and a resolution plan with timetables and measurable improvement targets will be created as needed. Insight's Sales Operations Management team tracks client concerns regarding Insight Account Team personnel. Insight's Sales Operations Managers conduct regular meetings to discuss and resolve serious topics related to team personnel, client issues, etc.



- **Issue Resolution Process:** Insight has implemented a client service initiative that is monitored by our Sales Operations Management Team and other internal Operations departments to collaborate and quickly and effectively correct any issues that may arise and ensure ongoing client

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satisfaction. Departments within Insight continuously measure critical customer service factors and recognize individuals and teams based on stringent quality and client service measurements. All issues are tracked and discussed during regularly scheduled meetings to minimize repeat occurrences. In the event SLAs are missed, Insight will perform a root cause analysis and institute a corrective action plan to rectify the issue including but not limited to the following processes:

- (i) Investigate and report on the causes of the problem, including performing a root cause analysis of the problem
 - (ii) Advise our clients of the status of remedial efforts being undertaken with respect to such problem
 - (iii) Minimize the impact of and correct the problem and begin meeting the Performance Standard
 - (iv) Take appropriate preventive measures so that the problem does not recur
- **Problem Prevention:** Insight recommends establishing a standard agenda-driven recurring meeting at a pre-determined time (i.e., weekly, bi-weekly, or monthly) between the Insight Account team and the day-to-day U.S. Communities stakeholders. This meeting will cover all on-going activities around hardware, software and services, open or upcoming projects, our performance and product standards. Insight also recommends establishing a Quarterly Business review calendar to review activities with the extended Insight and U.S. Communities management teams.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

Response: Insight subscribes to several IT industry constructs such as ISO, PMI, ITIL, COBIT, SOC 1, 2, 3 compliance, etc. Insight's sole objective is to provide IT services that deliver value, efficiency, and accuracy with high levels of satisfaction. Our internal structure follows IT service management foundations and is the basis of delivering services to our clients and our own internal teammates.

Insight's objective is to resolve incidents with the least business impact and highest customer satisfaction. This is accomplished by:

- **Service Management** - Service Management teams help ensure people, process & systems are used to achieve the defined scope and outcome.
- **Incident Management** - Incident Management processes ensure that all tickets are logged, tracked, resolved, closed and measured. Escalation procedures are included in the response to the question above.
- **Service Level Agreements** - Service Level Agreements (SLAs) are defined to ensure expected performance and customer satisfaction is achieved. SLAs are defined around speed, accuracy and satisfaction.

Although clients set the parameters for their individual programs, most are used to evaluate a supplier's continuous improvement efforts as well as recognize a supplier's accomplishments. In the past, some clients have recognized Insight as a "key" supplier, which carries a performance definition of a supplier striving to be

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

world class and showing continuous improvement towards being a “Partner”.

Some areas evaluated within such a program may include quality, delivery, and cost management, attention to detail, attitude, communication, initiative, responsiveness, and technical support. It is Insight’s belief that these types of customer programs present the best guidelines to follow for improvement by offering an objective evaluation process promoting communication, customer service, continuous improvement, and total quality.

Insight anticipates client expectations, and strives to meet and exceed those expectations at every juncture. Because every client has a different set of priorities and qualifications for their IT Business Partner, Insight’s first step in building a lasting relationship with a client is to understand their definition of customer satisfaction and then tailor our services to meet those unique needs and expectations. Our focus on client satisfaction utilizes a variety of methods, including the following.

Client Satisfaction Surveys

Insight conducts client surveys monthly, sending the question set to approximately 6,000 clients on average. Our Business Intelligence organization then consolidates the data to identify trends, areas of strength and areas of opportunity. In addition, the “comments” provided by clients in a text box are reviewed by the appropriate business leaders to implement changes to processes, where needed. The client surveys help us uncover areas where Insight has opportunities to improve our services, as well as areas where our processes and practices are effectively serving our clients.

Net Promoter Scores

Insight follows the Net Promoter Score (“NPS”) methodology for measuring the quality of our products and services. This approach enables us to measure the quality of the solutions we provide to clients. The resulting analysis and data reporting is reviewed by our senior leadership team to identify areas of strength and areas for improvement.

4. Describe and provide all product or service warranties.

Response:

Products and Equipment

Insight shall pass through to U.S. Communities members, to the extent available, all manufacturer/publisher written warranties associated with the products purchased from Insight. Warranty uplifts are also available for additional fees from most manufacturers and publishers.

Software

As a software reseller and not the software manufacturer or publisher, Insight must abide by the contracts we have in place with the software publishers. The respective publisher or manufacturer of each product grants all warranties relating to such products and Insight passes these warranties through to our clients.

Insight will work with members if any of their requirements fall outside of the publisher's standard terms. Our close relationship with the software publishers can often garner a solution that could not be reached directly.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**Technology Services and Solutions**

Insight will negotiate services warranties at the Scope of Work level with U.S. Communities members.

Please note Insight's standard return policy shall apply throughout the life of this contract.

Programs and Expertise to Facilitate Warranty Registration and Service Solutions

Insight's Warranty Team offers warranty solutions that will provide peace of mind and save clients the expense of costly repairs and downtime. Not only will they provide expertise to select the plan that is right for U.S. Communities members, they go behind the scenes to register plans and ensure that clients receive the documents they need. Well-versed in all programs offered by Insight's many manufacturer partners, Insight's warranty experts help cut through the complexities of warranty and service agreements to determine which plan is right for the client and their business situation.

The Warranty Team's goal is to be our clients' main lifeline when they're looking for a warranty solution. If they need help finding part numbers, warranty pricing, or just an overall warranty plan - for everything from a PDA to a SAN solution - look no further than the Warranty Team. They are a dedicated team providing quick, accurate information and have the experience to recommend plans that are a perfect fit for our clients.

Core competencies include:

- Pre-Sales Expertise for Warranty Plan Selection
- Warranty Registration
- Custom Contracts for Creative Solutions
- Warranty Renewal Tracking
- Close Manufacturer Relationships

Insight's Warranty Services Overview

Typically, the standard warranty included with a client's IT equipment will protect against certain product defects, and only for a limited period of time. More often than not, things begin to go wrong right after these warranties have lapsed, or the problem itself is not covered. Unexpected down time and costly repairs can wreak havoc on a client's business – and their budget. Insight's Warranty Services are just what our clients need to provide better protection.

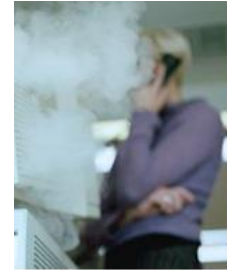
With Insight's Warranty Services, clients can extend the life of their older technology and avoid unplanned expenses with extended warranties. Assure a lasting return on your IT equipment with fixed cost support and reduce downtime due to unexpected repairs. Our warranty services cover the gamut – from basic manufacturer programs to highly complex solutions.

Insight Warranty Services Offerings Include:

- Apple, Cisco SMARTnet, Juniper, HP and IBM warranty plans
- Warranty extensions including products we don't sell today
- Warranty contract consolidation
- Uplifted service agreements

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

- Installation service agreements
- Software support agreements
- Accidental damage protection
- Disaster recovery services
- Advance replacement programs
- Data center maintenance



Insight Warranty Services Benefits

- Prevent costly repairs that can occur after your warranty expires
- Simple plans applicable to ALL vendors and ALL products – one agreement to cover everything instead of multiple contracts
- Warranty is automatically registered – no further action required on your part
- Dedicated Warranty sales team
- Provides quick, accurate information
- Recommendations for plans that are a perfect fit for you
- Assistance with warranty registration or warranty release
- Can register several OEM warranties within a set SLA to ensure your satisfaction
- Warranty will be processed and followed through all the way to invoicing, engaging with many internal departments to guarantee that you receive the service level you expect
- Financing and/or leasing are available on some transactions

Services performed by Insight will (i) be performed in a timely, competent, professional and workmanlike manner, (ii) substantially conform to the written specifications under the relevant Statement of Work (SOW) for 30 days from completion, or for such other warranty period as may be indicated in any accepted SOW, and (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under any agreements as a result of this RFP initiative.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.

Response: As a Fortune 500 company, Insight has invested extensive capital and resources to implement and customize the industry's leading ERP system, SAP. This system is used for all areas of our business including human resources, accounting, purchasing, order management, service management, and reporting. Dedicated to preserving the high performance of this system, we maintain an overall up-time of 99.99%. Insight made the decision to undertake this implementation and commit to regular upgrades to ensure we are capable of supporting our clients' needs well into the future.

Insight provides Participating Public Agencies several different ways to place a product order under the Master Agreement:

- ⇒ Over the Internet, via a secure, custom VIP website
- ⇒ By toll-free fax
- ⇒ By toll-free phone

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

- ⇒ By email
- ⇒ By regular mail or other carrier
- ⇒ Via EDI

For this contract, Insight already has a dedicated national toll-free number for all U.S. Communities members (800-546-0578), as well as a dedicated U.S. Communities email address - uscommunities@insight.com. We also have a U.S. Communities dedicated toll-free fax number (800-846-2528).

eProcurement

Insight provides an on-line procurement system that has been developed in-house. Insight places products and information at U.S. Communities members' fingertips with our Valued Insight Partner (VIP) website, Insight's eProcurement system that is both comprehensive and easy to use. End-users have unlimited access 24 hours a day, 365 days per year. The site maintains an up-time ratio exceeding 99.93%, minus scheduled maintenance periods (weekends/nights).

Insight's eProcurement solution is integrated with SAP, our backend order management system, and provides complete capabilities for conducting product searches and purchases. In addition, we offer best-in-class tools that will streamline the way U.S. Communities participants manage their procurement activity.

VIP Website

Insight has a website already in place for the current U.S. Communities contract, which provides tools to automate and manage IT procurement while offering real-time access to organization-specific information about products, pricing, orders, shipment status and more. This website can be easily updated to reflect the new contract.

Insight's current U.S. Communities contract website may be located at:
www.ips.insight.com/uscommunities

Incorporating industry best practices for development, our e-commerce site offers customizable features to streamline members' procurement process.

The U.S. Communities customized VIP website will include at a minimum:

- U.S. Communities standard logo with Founding Co-Sponsors
- Copy of original Request for Proposal
- Copy of contract and amendments between Lead Public Agency and Supplier
- Summary of products and pricing
- Current contract pricing
- Electronic link to U.S. Communities' online registration page
- Other promotional material as desired

The following are some highlights of our VIP program:

- **Real Time Information:** Insight's eProcurement offering puts products and information at your fingertips 24 hours a day, 365 days per year.
- **Custom Catalog:** Allows individual PPAs to develop a product catalog that is restricted to just those products/vendors they wish to purchase. This will ensure their standards are maintained, while providing them pricing specific to the U.S. Communities contract.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

- **Online/Workflow Approval Process:** Delivers the ability to trigger approval by hierarchy, dollar value, approved items, wild card or any combination of their choice.
- **Custom Checkout:** Captures information unique to a participant's organization at the time of checkout.
- **Company Standards:** Assists users through the buying process by creating product bundles specific to their organization.
- **Approved vs. Non-approved Items:** Provides clearly marked SKUs with "Approved Item" representing their organization's approved product choices.
- **Flexible User Access:** Insight enables agencies to control user access by assigning rights and restrictions at the user-ID/password level.
- **Reports:** Access order history, invoice history, tracking numbers, serial numbers and account balances.
- **B2B Procurement:** Insight will partner with U.S. Communities to assess and develop a solution to meet their members' unique requirements. Insight currently interfaces with Ariba, Oracle Exchange, Perfect Commerce, Enterprise Buyer Professional (SAP) and customer direct systems.
- **Evolving Technology:** Insight continues to evaluate best practices and e-commerce trends so we can continue offering online processes that will allow U.S. Communities participants to automate business procedures, which will in turn reduce their procurement costs.
- **Enjoy VIP Privileges:** Insight is committed to making ongoing enhancements to its website to enrich each PPAs online experience, provide greater access to information, improve business processes and increase their overall satisfaction.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Below is a screenshot of Insight's current dedicated U.S. Communities landing page.

Insight | U.S. Communities

Insight PUBLIC SECTOR

Already have an account? [Log in here](#)

UserName Password [LOG IN](#)

U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

Not a participant yet?
Discover the Difference

REGISTER WITH U.S. COMMUNITIES

Client Documents

Contract Documents

- » [Fairfax County Notice of Award](#)
- » [Contract Extension to 4.30.16](#)

RFP Documents

- » [Original Competitive Solicitation](#)
- » [View the Solicitation's Q/A & Addendums](#)

Other

- » [Green Technology Solutions](#)
- » [Our Local Impact](#)
- » [U.S. Communities National Leasing Services](#)
- » [View Contract Overview](#)
- » [U.S. Communities National Discount Structure](#)
- » [U.S. Communities National Services Price List](#)

U.S. Communities Resources

- » [Register for U.S. Communities Webinars](#)
- » [Go Green with U.S. Communities](#)
- » [U.S. Communities Marketplace](#)
- » [U.S. Communities Best Practices](#)

U.S.\$
View Contract Pricing
[Search Catalogue >](#)

Get a Free Ecommerce Site
[Learn More >](#)

Learn More about Insight
[Learn More >](#)

Contact Us: | Phone: 800.546.0578 | Fax: 800.846.2528 | Email: Uscommunities@insight.com

Save on the technology products, services and solutions your agency needs by leveraging the aggregated purchasing power of Insight Public Sector's U.S. Communities contract.

Insight is proud to offer our entire line of hardware, software and services to state/local government agencies, school districts (K-12) and higher education institutions nationwide under our U.S. Communities contract for Technology Products, Services and Solutions.

Benefits of the U.S. Communities nationwide collaborative purchasing contract include:

- Competitive solicitation (by Fairfax County, VA)
- Meets government agency piggybacking requirements
- Insight's best overall government pricing
- 250,000 IT products; 18,000 software titles
- Lifecycle services from integration to disposal

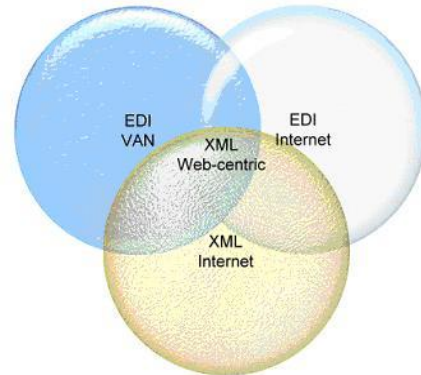
Please note that as of January 2012, Fairfax County, VA changed the contract number for our contract. Please visit their [website](#) for additional information. For your convenience, we will continue to list both numbers for the foreseeable future.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

B2B Implementation and EDI Capabilities

Insight utilizes a number of third party e-procurement services or portals to help streamline the procurement and invoicing processes of our public sector clients. We are very experienced in this area and currently have a number of public sector clients engaged with us via either a B2B or EDI procurement experience, including through the U.S. Communities Marketplace. We have a dedicated EDI team who will work closely with each individual client to meet their electronic commerce needs.

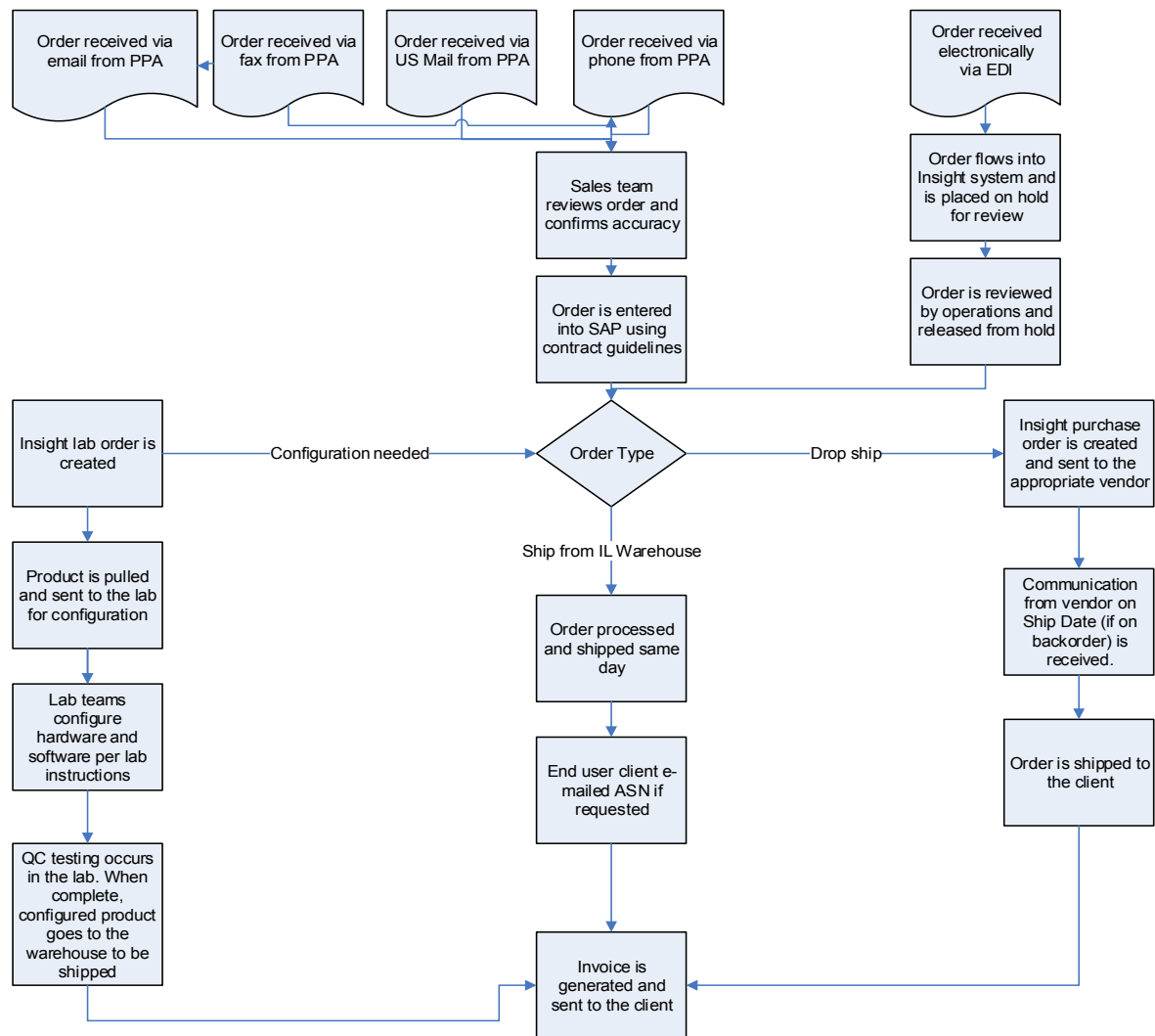
We would be happy to provide more detailed technical information should U.S. Communities desire it.



SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Order Fulfillment

The following illustrates the process that Insight uses for order fulfillment. As mentioned earlier, there are several ways U.S. Communities participants can place an order including website, email, phone, fax, and regular mail. When Insight receives an order, the assigned sales representative reviews the order, checks for product availability and determines if the order requires services or product configuration.



Sales resources and operational specialists are already trained on the U.S. Communities contract, enabling Insight to provide your participants superior levels of customer service, offer fast resolution of problems, and ensure immediate escalation to the appropriate division or manager if necessary. Our teams are comprised of professionals with extensive and long-term experience in the IT marketplace. For your review, we have also provided a sample quote.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

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SOLD-TO PARTY 10102453
COUNTY OF FAIRFAX
12000 GOVERNMENT CENTER PKWY
FAIRFAX VA 22035-0001

SHIP-TO PARTY
COUNTY OF FAIRFAX
12000 GOVERNMENT CENTER PKWY
FAIRFAX VA 22035-0001

We deliver according to the following terms:

Payment Terms : Net 60 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process lasts less than five minutes.

Quotation	
Quotation Number	: 217148348
Document Date	: 15-SEP-2015
PO Number	:
PO Release	:
Sales Rep	: Robert Crigler
Email	: RCRIGLER@INSIGHT.COM
Telephone	: 8004674448
Sales Rep 2	: Amy Tschopp
Email	: ATSCHOPP@INSIGHT.COM
Telephone	: 6309246820 X 6820

Material	Material Description	Quantity	Unit Price	Extended Price
06P4069	Lenovo ThinkPlus - mouse U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400001155 (RQ09-997736-42B)) Insight List Price: 15.99 Discount %: 1.81%	1	15.70	15.70
73P5220	Lenovo ThinkPlus Preferred Pro - keyboard - English - US U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400001155 (RQ09-997736-42B)) Insight List Price: 35.99 Discount %: 2.33%		35.15	35.15
Product Subtotal				50.85
TAX				0.00
Total				50.85

PPAs will see their
discounts upfront
with our Contract
Module

Thank you for considering Insight. Please contact us with any questions or for additional information about Insights complete IT solution offering.

Sincerely,

Robert Crigler
8004674448
RCRIGLER@INSIGHT.COM

Amy Tschopp
6309246820 X 6820
ATSCHOPP@INSIGHT.COM
Fax 6309246850

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

Quotation Number 217148348
Document Date 15-SEP-2015
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U.S. Communities IT Products, Services and Solutions Contract No. 4400001195 (RQ09-997736-42B)

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products and Technology Services/Solutions Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process lasts less than five minutes.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: <http://www.ips.insight.com/TermsandConditions>

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Response: Clients can pay by credit or procurement cards through all of the above ordering methodologies. Insight accepts American Express, Visa, and MasterCard credit cards and procurement cards ("P-Cards").

Insight also accepts payments via Lockbox and EFT/ACH payments.

3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Response: As a Fortune 500 company, Insight has invested extensive capital and resources to implement and customize the industry's leading ERP system, SAP. This single system is used for all areas of our business including human resources, accounting, purchasing, order management, service management, delivery, billing and reporting.

The Insight Account Team is responsible for order management. This management process will reduce the Participating Public Agencies costs associated with timing, availability, unit pricing, and meeting delivery requirements. The following steps make up the order management procedure:

- Insight Account Team receives order from the Participating Public Agency via mail, email, fax, phone, EDI or through a custom Insight Web portal at www.ips.insight.com.
- Order is reviewed for correct U.S. Communities requirements (i.e. product compatibility, standards, lease versus purchase, authorized bill-to location, availability, pricing, etc.).
- Order is entered into Insight's SAP system.
- An acknowledgement is sent to Participating Public Agency via email, fax, or EDI confirming order receipt and ETA.
- Insight Account Team directs the fulfillment of this order from the privatized Participating Public Agency's inventory or from Insight's general stock.
- Order is shipped, and shipping details are provided to the Participating Public Agency including order number, shipment list, machine serial numbers, and shipper tracking numbers.
- An invoice is generated upon shipment and sent to the appropriate lessor or Participating Public Agency's Accounts Payable.

Insight remains a flexible organization and will work with U.S. Communities and the Participating Public Agencies in meeting any order process requirements.

4. Describe your company's ecommerce capabilities:

Response: Insight's eProcurement solution provides world-class tools and functionality to help simplify and streamline the IT purchasing process – saving time, money and resources. We do this primarily through our customized Insight.com website, eProcurement Integration, Electronic Business-to-Business Partner Program

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

(e-B2B Partner Program) and EDI capabilities. Insight's customizable web experience provides both purchasing flexibility as well as unique controls to help manage Participating Public Agencies IT purchasing process. Online tools and functionality automate key steps in the purchasing process and provide methods to realize goals for standardization and consolidation. Insight participates in the electronic procurement arena in order to help clients control costs, streamline the procurement process and improve operational efficiencies.

Insight eProcurement

- Online tools and resources = simplified and streamlined IT purchasing
- Flexible tools = aligned online procurement minimizing administration time
- Single source for all your IT needs = satisfaction and savings to augment purchasing controls
- Extend purchasing to end-users while maintaining control
- Easily enforce product standardization with controlled custom catalogs
- Control rogue spending
- Configure your purchasing experience to mirror the way you do business

Streamline Procurement Processes

- Expedite purchasing with automated approval routing
- Shorten procurement cycle
- Efficiently reconcile purchases
- Identify, select and procure products quickly via robust capabilities
- Access real-time order status information without opening access to other functions

Consolidate IT Purchases

- U.S. Communities specific pricing and extensive catalog offering allows consolidation of suppliers
- Reduce administrative costs of multiple purchase orders and invoices
- Centralized, multi-level reporting provides purchasing information at your fingertips
- Easily access detailed purchasing information for all locations

Enhance the Procurement Experience

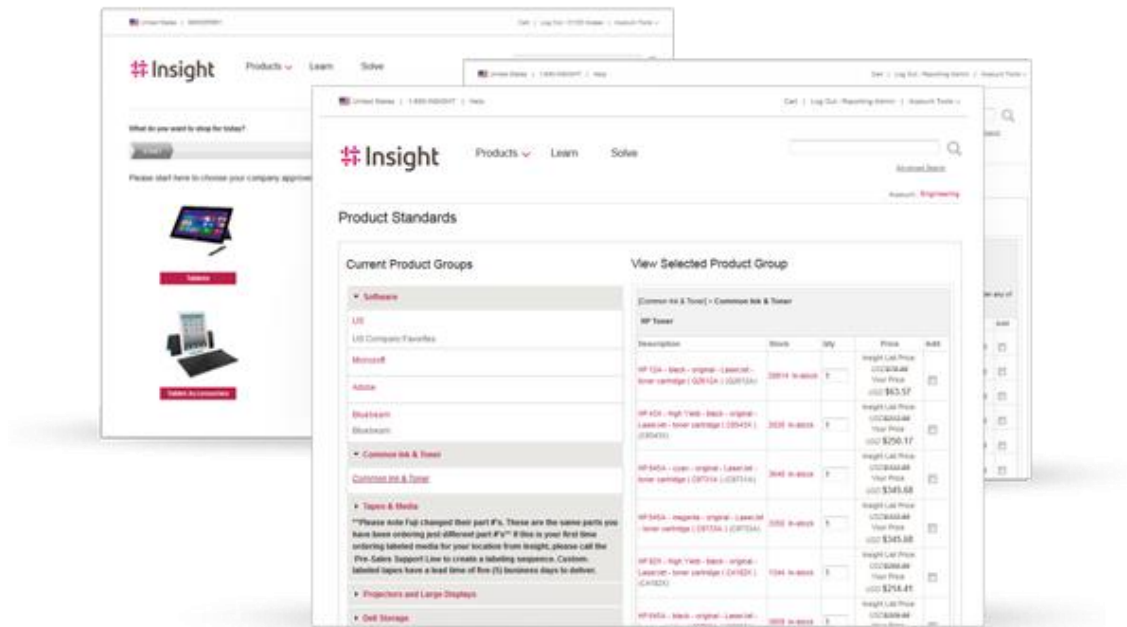
- Customize purchasing experience(s) to suit varying business segments
- Communicate to user community through standard centralized channels
- Easily capture and report transaction information specific to U.S. Communities

Insight.com – A Website You Can Depend On

- Insight.com went live in 1995 and currently we have approximately 14,000 active U.S. web clients
- 12,000 visitors per day with over 26,000 orders placed monthly
- Insight started B2B integrations in 1999

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

- Insight has successfully implemented top eProcurement solutions with hundreds of Fortune 100 and 500 organizations and we are adding more each day
- 250 Active EDI and eProcurement (B2B) integration clients/implementations
- Currently Insight has approximately 15 clients on the Oracle i-Procurement tool (globally).
- Our dedicated eServices team has skilled specialists who have working knowledge in several procurement systems.
- A dedicated Project Manager will be assigned to work side by side with you to ensure a smooth and successful integration.



- a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Response: Insight interfaces with the following eProcurement applications to provide clients with a centralized purchasing solution via their portal of choice: Ariba, Clarus, ExpenseWatch, Oracle Exchange, Oracle iProcurement, Hubwoo, PeopleSoft, Perfect Commerce, SAP EBP/OCI, XIGN, SicQuest and Direct cXML programs. We support XML industry standards such as cXML and xCBL. We can integrate from both the requisition creation—using PunchOut or Roundtrip catalogs—and purchase order submission perspectives. Via real-time communication with our distributors and partners, Insight provides clients with product information, pricing, availability, and ordering, tracking, and cart pass capabilities. Insight can assist clients with a global integration or direct connect scenario using virtually any platform. Insight has developed best-practice strategies with several business-to-business solution providers. Under our e-B2B Partner Program, we have established relationships with

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eProcurement providers to support clients' implementations of the various eProcurement platforms in an effort to streamline procurement processes and improve operational efficiencies.

- b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Response: Insight is committed to making our clients' e-procurement integration a success. We have a defined approach and assign a project manager to coordinate their integration. This helps ensure on-time delivery of our integrated solution and makes certain their solution is tailored to meet their current and future needs. The end result is a dynamic system that provides maximum return on your investment.

Insight recently worked with a large university in Kansas to implement an e-procurement solution. The university uses SciQuest as their ERP system, and our teams worked closely with both the client and the team at SciQuest to put a solution in place to allow departments within the university to place orders for desktops and laptops. The project went live on July 3, 2014, and since that time, the university has purchased \$147,000 through their e-procurement system, which represents 15% of the university's overall sales with Insight.

Business and Process Integration

Putting IT all Together - Manage and Integrate

We've done 100s of eProcurement Integrations

- Requisition creation—punchout or roundtrip catalogs—and purchase order submission.
- Industry Standard Integration Formats / Methods; cXML, XML, OCI, EDI and xCBL.
- EDI standards comply with Accredited Standards Committee ("ASC") X12
- Accept & transmit EDI ANSI X12 versions 3020 through 4010, via VAN (GXS), AS2, HTTP/S, FTP, cXML or xCBL.
- Electronic billing
- Dedicated eCommerce specialists streamline integration



cXML, XML, OCI, EDI,
xCBL

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The Insight Advantage:

- Our project managers are knowledgeable and experienced in leading large and small integration projects.
- We collaborate with your IT department to ensure a smooth and cost-effective integration.
- We recommend best practices to help you maximize efficiencies.
- Our flexible solutions integrate with all the industry-leading applications.

5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.

Response: The following is a list of multi-state cooperative purchasing programs where Insight holds a contract. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- **Massachusetts Higher Education Consortium (MHEC)**
 - Insight is a contract holder for the MHEC Software contract
 - Insight has held this contract since 2004
 - Annual volume is \$50,000
 - Contact: Joan Miller, Sr. Contract Manager/Customer Service Manager
 - Address: 505 East Pleasant Street, Amherst, MA 01003
 - Phone: 413-577-3550
 - Email: joanmiller@mhec.net
- **NASPO ValuePoint**
 - Insight is a contract holder for the NASPO ValuePoint Software VAR contract
 - Insight has held this contract since 2011
 - Annual volume is \$60,000,000
 - Contact: Delia Walters, Procurement Supervisor, Strategic Contracts, ADOA – State Procurement Office, State of Arizona
 - Address: 100 North 15th Avenue, Suite 201, Phoenix, AZ 85007
 - Phone: 602-542-9125
 - Email: delia.walters@azdoa.gov
- **GSA Schedule 70**
 - Insight is a contract holder for the Schedule 70 contract and has the ability to sell from its GSA Schedule via the Federal government's cooperative program to state/local governments.
 - Insight has held this contract since 2007
 - Annual volume is \$1,200,000
 - Contact: Carmen V. Johnson, Contracting Officer
 - Address: 401 W. Peachtree Street, NW, Suite 840, Atlanta, GA 30308
 - Phone: 404-331-3075
 - Email: carmen.johnson@gsa.gov

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.

Response: Extensive reporting capabilities enable U.S. Communities and Insight to manage the procurement process specific to U.S. Communities. SIIA recognizes Insight reports as meeting their strict criteria for proof of ownership during an audit. We have developed 23 SIIA-certified reports that provide clients online real-time access to purchase history in both summary and detailed report formats. Many of our competitors do not share this recognition. As such, all Insight software reports can be used as proof of license or in case of a software audit.

Insight's customized ips.insight.com web portal allows for standard reports to be extracted real-time by U.S. Communities end-users. Such queries can be pulled by date range, and include the following:

- Order/Invoice Tracking
- Open Order Reports
- Invoiced Order Reports
- Purchase Order Reports
- End-User Order Reports

Additionally, Insight-generated reports can be posted to U.S. Communities' web portal for end-user retrieval. U.S. Communities end-users may view these existing reports, however, Insight's current system does not allow for end-users to edit these reports.

Methods of Delivery

Insight offers best in class reporting capabilities that have been developed based on our client's diverse requirements. Reports are available on-line, on-demand, and in real time as a self-service, through Insight sales representatives, or on a regularly scheduled basis, as described below:

- **Self-Service:** Scheduled or ad-hoc reports can be requested directly through the customized U.S. Communities order management web portal. Reports can be received through e-mail, posted to a customized website, or delivered via an alternate method as requested. Frequency and access to these reports will be determined by your specific business needs.
 - **Insight Sales Representatives:** All sales representatives are available to provide reports required by U.S. Communities personnel.
 - **Scheduled:** Reports can be pushed to PPAs at regularly scheduled intervals—including daily, weekly, monthly, quarterly, or annually.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

Response: Insight provides a variety of standard reports that enable Participating Public Agencies to incorporate custom filters including custom data captured during order checkout. In addition to standardized reports, custom reports such as those described above can be created according to the PPA's specific needs. No additional tools are required. Insight is capable of reporting on any field that has been captured at the order level.

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

Response: We believe that the County and U.S. Communities have developed a contract structure that already allows for enormous efficiencies to be achieved by Insight. The list below contains some ideas and suggestions for possible areas of improvement and is based on a number of assumptions. Please note these come from our direct experience with both the County and U.S. Communities relative to the actual day-to-day execution and management of this contract. We also realize some of these ideas may not be needed or possible. As always, Insight is very open to negotiations and feedback with regard to its performance and execution of this contract. We believe the key to us all achieving the best possible success under this contract is accomplished by working together.

1. We believe that exclusivity in the contract award will allow Insight to urge our vendor partners to offer better net costing to U.S. Communities members as a whole. Insight expects to put in as much work with our vendor partners as with our mutual clients post-award to drive down costs and maximize the contract's utilization.
2. We also believe it is important to all parties to have very close communication and planning as soon as is appropriate (post-award), but prior to any contract start date. We feel this cooperation early on in the award process makes for an easier start and helps all parties continue with the necessary working relationships and trust for contract operations to go smoothly. Strong ongoing communication is assumed, of course.
3. We believe it is important for the contract scope to be as complete as possible relative to:
 - a. Product and manufacturer inclusion within the auspices of the contract. Doing so will allow for the most efficient contract management, as well as allow Insight to pursue the greatest number of opportunities directly with clients and via relationships with our vendor partners. By default, we would like all products, services and solutions offered through Insight to be included in the contract.
 - b. Allow for automatic individual product changes (add, deletes, etc.). This will ensure that clients receive the best possible pricing, and will allow Insight's automated Contract Module (integrated tool within Insight's ERP system) to automatically manage the day-to-day changes. With a product catalog of more than 1,250,000 unique SKUs, it is critical that Insight's sophisticated EDI product catalog management tools work as designed. Please note that this tool works on a series of different rules for product inclusion/exclusion, pricing logic, and client inclusion/exclusion. We have extraordinary control over our contracts; we just prefer them to work automatically within the agreed-to rules.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**Environmental**

- 1 Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.

Response: As a global value-added reseller of IT technology and solutions, Insight takes a long-term view of corporate responsibility and Environmental Sustainability and believes that how we achieve our success is as important as the success itself. We maintain our commitment to sustainable growth by supporting our regional and local offices as they work to support their communities, reduce environmental impact and provide a safe and respectful workplace for Insight employees. We value our role as a responsible corporate citizen among our stakeholders—manufacturer partners, clients, teammates and their families, shareholders and communities.

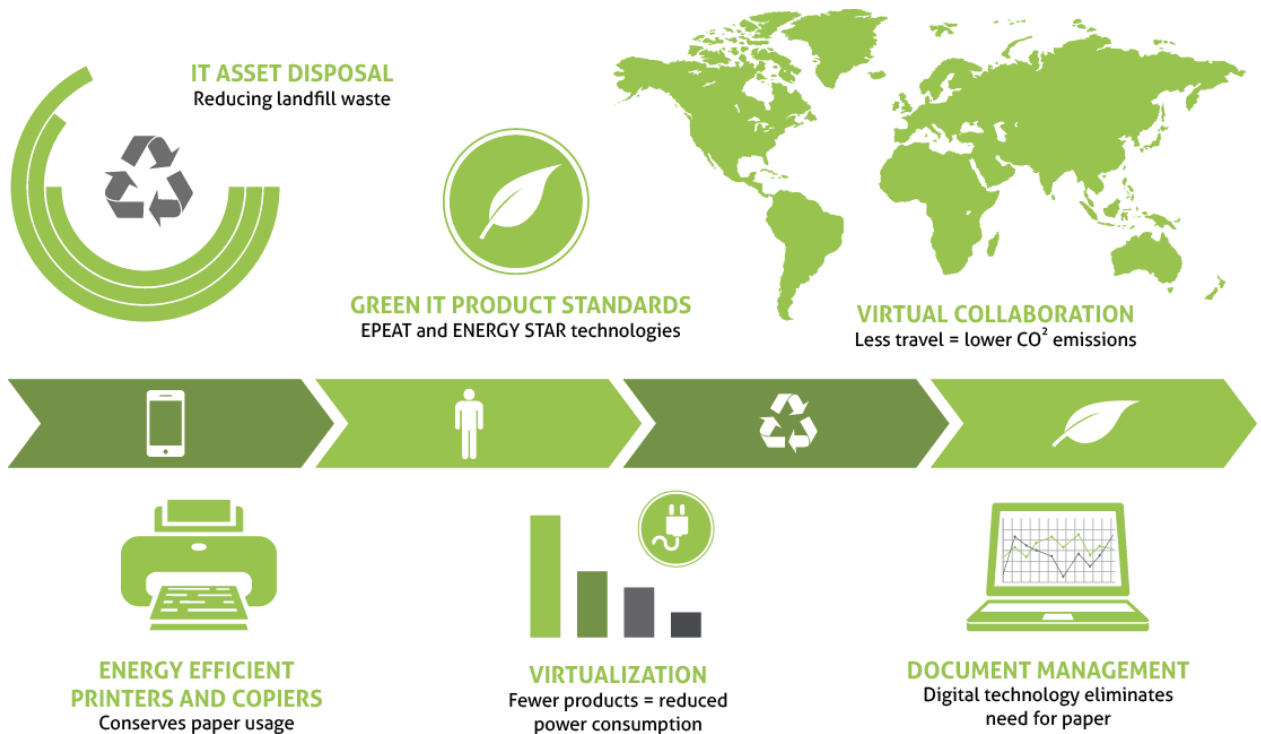
Our business strategy drives the organization to adhere to such regulations regarding recycling, waste elimination, and computer disposal. Insight's existing environmental program shows our compliance to local and federal regulations.

Some of the programs we have instituted that illustrate our commitment to the conservation of our environment include: Recycling Programs; Travel Reduction Programs; Asset Disposal and Remarketing Programs; ISO Certifications; virtualization and advanced communication technology initiatives for energy efficiency and travel reduction, our Green Recycling and Asset Disposal; and becoming Gold LEED certified for one of our Tempe, AZ corporate office buildings.

Insight is equally committed to working with our clients and partners to drive Green IT through strategic product sourcing and procurement as well as the design and implementation of Green IT infrastructure solutions. Together, Insight, our clients and partners can strategically align to meet mutual goals of corporate civility and environmental sustainability.

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INSIGHT on Green IT



- 2 Describe your company's process for defining green products or sustainable processes.

Response:

Environmental Sustainability

• **Energy Use**

Our commitment to reduced energy consumption incorporates the consumption of sustainable energy sources where applicable. Insight actively selects, where applicable, energy efficient equipment within our infrastructure.

• **Environmental Stewardship Award**

In 2010, our Insight Building Services was awarded an Environmental Stewardship Award for their hard work and positive impact on the company, as well as the environment for the lighting upgrade performed at our Distribution Center located in Hanover Park, Illinois.

The Lighting Upgrade project consisted of replacing 713 400w metal halide light fixtures with 630 221w fluorescent light fixtures throughout the Distribution Center resulting in reductions in the Distribution Center's annual lighting consumption from 2,012,353 kilowatt-hours down to 466,805 kilowatt-hours. The Environmental Impact was a reduction in pollutant gases emitted as follows: Carbon Dioxide: 1,015 tons per year; Sulfur Dioxide: 4 tons per year; Nitrogen Oxide: 1 ton per year. Reducing this much electric power is equivalent to saving 127,586 gallons of gasoline

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or 3,038 barrels of fuel each year and has an Air-scrubbing equivalence of a 284-acre forest or removing 250 cars from the road.

• **LEED-Certification**

In August 2009, Insight earned Gold Certification under the Leadership in Energy and Environmental Design [“LEED”] Rating System for Commercial Interiors for one of our Tempe, AZ corporate office buildings. LEED for Commercial Interiors, the green benchmark for the tenant improvement market, is the recognized system for certifying high-performance green interiors that are healthy, productive places to work; are less costly to operate and maintain; and have a reduced environmental footprint.

Insight earned the certification from the U.S. Green Building Council for the conversion of a warehouse space into an office environment to accommodate 500+ of our Tempe-based teammates. Insight prioritized environmental considerations and cost reduction opportunities from the project’s inception. Project highlights include:

- Sustainable elements in the finish materials including recycled gypsum board partitions, Green Label Plus carpeting, bamboo flooring, linoleum flooring, solid surface paper stone countertops, sustainable plastic laminates, FSC certified wood doors and low VOC paints and coatings
- Demand-controlled ventilation system that works in conjunction with an airside economizer and CO2 monitors inside the breathing zone to supply adequate fresh air without over-ventilating the building
- Policies for green cleaning, integrated pest management and low-mercury lamps to further enhance indoor environmental quality and occupant well-being
- Low-flow water closets with sensor-operated electronic dual-flush valves that automatically adjust the gallons per flush to match the apparent need
- High-efficiency light fixtures that work in conjunction with occupancy sensors and individual task lighting to enhance natural daylight while maintaining a low lighting power density within 1 watt per square foot



Projected results of the facility include:

- In the operations of the facility, Insight is expected to save 121,900 kilowatt hours/year, which equates to 87.6 metric tons of CO2 avoided annually.
- 15% energy savings from both HVAC and lighting equipment relative to baseline standards.
- 41% reduction of water in consumption for indoor fixture uses.
- 67% of the generated construction waste diverted from landfills and recycled.
- 50% of building energy use provided by a Green-e certified renewable source for two years.

• **Supply Chain**

Insight continues to work in close proximity with all members of our supply chain community to assist, where possible, in reducing the environmental impact of their manufacturing, packaging, products, services and transportation methods.

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Many of the products Insight sells by its OEM Partners are Energy Star Certified. When helping clients select products for their environment, Insight tries to use products with this designation whenever possible. Energy Star Certified is the government's official designation of energy efficient products that save money and protect the environment.

The ENERGY STAR label was established to:

- Reduce greenhouse gas emissions and other pollutants caused by the inefficient use of energy;
 - Make it easy for consumers to identify and purchase energy-efficient products that offer savings on energy bills without sacrificing performance, features, and comfort.
- 3 Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.

Response: Insight is a reseller and not a manufacturer of product; however, we have programs in place to reduce our impact on the environment.

Recycling Program

A primary part of Insight's corporate environmental strategy is sustainable waste management. Insight has identified and recognized key material suitable for recycling and will do so wherever possible. Insight has implemented a recycling bin policy throughout office locations. Insight understands the importance of reducing, and where possible, eliminating waste through source reduction and the use of recycled materials. Insight operates in the same environmentally responsible manner through our active recycling program within our distribution/configuration facility. The majority of Insight's packaging is recyclable. We currently use plastic pillow bags as opposed to Kraft brown paper as our internal packaging material. In addition, our corrugated containers are a mixture of post-consumer recycled material. We practice product packaging consolidation without compromising the quality of the product.



Disposal of Waste

Insight's key objective is to reduce waste through recycling initiatives. In instances where waste (both solid and liquid), especially hazardous waste, requires disposal, it shall be done utilizing safe and responsible methods and in line with applicable legislation.

The Supply Chain

Insight continues to work in close proximity with all members of our supply chain community to assist, where possible, in reducing the environmental impact of their manufacturing, packaging, products, services and transportation methods.

Travel Reduction through use of Energy Efficient Communications Technology

Travel to and from Insight's clients and partners should only take place when absolutely necessary. Insight teammates are reminded via the "Announcements" section on the Insight Travel home page that video conferencing is available at primary Insight office locations and lists the conference rooms with video

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conferencing equipment by location. Insight promotes the use of public transportation and energy efficient communications mediums, such as teleconferencing and virtual meetings for communications and trainings both internally and with our client base and partners. This approach will realize reduced fuel consumption across the organization.

Energy Optimization - Insight Goes Green Saving with Virtualization

Data centers consume 61 billion kilowatt-hours, or \$4.5 billion worth of electricity every year in the U.S. As we continue to shift from paper-based to digital information management, data center efficiency through virtualization of servers and consolidation on blades will become increasingly critical.

At Insight, we believe that how we achieve our success is as important as the success itself. Our environmental programs demonstrate our commitment to corporate responsibility. We understand the importance of reducing waste through data center efficiency, source reduction and the use of recycled materials. As the price of energy – both financial and environmental – continues to increase, organizations have turned to virtualization to reduce data center costs. By incorporating virtualization software into our own infrastructure, we've dramatically increased efficiency. Each virtualized server does the work of 20 standard servers, reducing our consumption of energy for cooling and powering our data center. As a result, we've achieved considerable cost savings—and done a small part to help save our planet.

Managed Print Environment

Insight conducted an extensive study of our current print environment on our main U.S. campuses in 2009. As a result, several inefficiencies were identified compared against industry best practices. The study led to the creation and implementation of a new Managed Print Services (MPS) program across all Insight U.S. campuses in 2010. In conjunction with the deployment of the MPS program, a Managed Print Services Policy (MPSP) was created to ensure compliance with the program standards. The company-wide initiative has fostered productivity improvements and efficiencies with a positive environmental impact resulting in decreased waste and paper usage (40% savings over former print environment).

Insight North America – ISO 9001:2008 Certification

Insight's North American operations boast resource efficiency with its ISO 9001:2008-certified Custom Configuration and Advanced Integration Labs, National Repair Center, and Research & Development. Each employee in our ISO designated areas are dedicated to providing quality support to all clients while adhering to the guidelines and standards set forth as part of the ISO 9001:2008 program. Insight must operate an efficient and effective organization striving for operational excellence. We must operate at the lowest possible cost and efficiency while still meeting our clients' expectations. To do so, it is imperative that we use technology as the framework for operational proficiency, plan both strategic and operational activities and measure them, and create an environment of constant improvement.



Insight's current ISO 9001:2008 certificate number is C2009-01072-R-1. This certificate is for our Advanced Integration, Custom Configuration, and National

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Repairs Centers located at our primary Distribution Center in Hanover Park, IL. The validity of this certificate is mandated through on-going surveillance. A copy of this certificate can be provided upon request.

- 4 Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.

Response: The majority of Insight's packaging is recyclable. We currently use plastic pillow bags as opposed to Kraft brown paper as our internal packaging material. In addition, our corrugated containers are a mixture of post-consumer recycled material. We practice product packaging consolidation without compromising the quality of the product.

Insight is committed to providing U.S. Communities and Participating Public Agencies with complete lifecycle management services, including end-of-life asset management for:

- Mobile phones and accessories
- Mobile phone networking equipment
- PDAs and other handhelds
- Servers and Networking
- Desktops and Notebooks
- POS Devices
- Storage Systems
- Uninterruptible Power Supplies
- Flat Screen and CRT Monitors
- Printers and Peripherals
- Midrange AS/400 – RS/6000
- Phone Systems
- Office Equipment

We understand the critical nature of this part of the business, and have worked to develop what we consider a best in class offering. Insight's service consists of a comprehensive end-to-end Remarketing, Redeployment, and Asset Disposition program for a wide variety of electronic materials that maximizes the economic return on marketable equipment. Whether we recycle or remarket obsolete inventory, Insight always finds safe, secure solutions that follow the strictest guidelines. We work with clients to develop solutions that are responsive, environmentally friendly and achieve the desired profitability.

Insight delivers a standards-based e-waste recycling program which includes Asset Pickup, Asset Disposal, Asset Redeployment, Drive Erasure, Asset Remarketing and robust reporting services, while our Program Management service ensures strict adherence to client and regulatory compliance requirements. Insight delivers a program that will not only protect Participating Public Agencies' data security requirements through U.S. Department of Defense Level hard drive data erasure, when applicable, but also protect the environment through EPA Certified Disposition for those items that are not remarketable.

Data Security, Environmental Responsibility, Total Cost Control

Approximately two million tons of electronics are retired from use every year. Today, organizations are accountable for disposing of end of life assets responsibly—and economically. Trust Insight to help you manage the safe and secure retirement of critical IT assets. Insight offers a comprehensive program providing support for every step of the process. Insight's Asset Disposition and Remarketing Program simplifies data security, environmental responsibility and total cost control. Insight has the proven processes, procedures, and tools in place to meet Participating Public

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Agencies' asset disposition needs. Below are several key points of our program.

Program Highlights:

- **Nationwide Logistics / Transportation**

Insight offers nationwide logistics with low cost, dock-to-dock and/or inside pick-ups. The dedicated Insight Disposition Team will coordinate all aspects of the pick-up process. Rates can be calculated on a per pound rate or a per asset rate. Such prices will depend on the needs and requirements of the Participating Public Agency, including factors such as de-installation of hardware, union drivers, pick-ups outside of normal business hours, etc. Insight's established relationships with freight carriers will assist in minimizing freight costs for PPAs. Disposition will take place at processing facilities in California and Illinois.

- **Onsite Data Erasure**

Insight can provide on-site data erasure and on-site data destructions. Technicians are sent out to the sites, and can either DOD level erase, crush or degauss drives.

- **Data Security**

Insight will perform a U.S. Department of Defense (DOD) hard drive wipe. The DOD (Department of Defense 5220.22M) hard drive wipe consists of 3 iterations, considered to be 7 passes featuring multiple overwrites with random characters, rendering the data on the drive completely erased and unrecoverable. If a drive cannot be erased, it is destroyed (drilled, shredded and smelted). Certificates of Erasure are provided for all drives erased. Should a Participating Public Agency require it, the serial numbers on the hard drives, as well as the serial number of the asset for which the drive resides, can be captured.

- **Box Program**

Insight can provide a box program for small pick-ups (locations with assets resulting in three or less boxes). This program includes sending out the box, packing material, tape, and a prepaid label back to the processing center. Detailed tracking and reporting for assets utilizing this program are provided by Insight. This cost-effective solution for locations with few assets requiring disposition can assist in reducing PPAs' freight costs.

- **Asset Processing**

Insight can provide the following asset processing steps:

- Confirmation of receipt of shipment
- Complete Physical and Technical Audit (report of all serial numbers/asset tags in shipment provided)
- Hard drive wipe (single pass or DOD)
- Recording and removal of all asset tags
- Determination of appropriate Equipment Path (Remarket, Redeploy, Disposition)

- **Online Reporting Capabilities**

Insight provides a customized disposition website for Participating Public Agencies, which tracks assets from point of transfer to recycle or destruction.

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This website will provide PPAs a central repository and access to all asset and shipment level detail including financials, serial number, asset tag numbers, shipment records, Certificates of Erasure and Certificates of Disposal/Destruction. All reports are easily downloadable to Excel. PPAs may also utilize the online disposition request feature to order nationwide pick-ups, further streamlining the process.

- **Remarketing**

Assets are audited and tested, and initial remarketing value is determined. Equipment is processed and remarketed immediately upon audit completion. Remarketed hardware is sold on a per unit basis to yield the highest revenue. Equipment is either repaired or sold "as is" to achieve highest rate of return. Assets will be submitted to secondary market for resale. Insight has access to global buyers. Once equipment is remarketed, Insight can issue a check to the client, apply the proceeds to an open account, apply the proceeds to new hardware, or create a credit pool for the client's future use. The PPA will receive a spreadsheet of remarketed assets listed by serial number and Certificates of Erasure.

- **Redeployment Readiness**

Insight offers the ability to manage all redeployment activities including shipping assets to another client location, lease return or donations, which can include:

- Testing, cleaning and boxing assets
- Approved repairs performed by Insight
- Kitting with appropriate ship group items to ensure complete asset is shipped to a PPA end-user
- Equipment tagging with the appropriate part number, and then stored in Insight's privatized inventory
- Imaging as part of a future redeployment
- Centralization of Assets - PPAs will have on-line viewing and order request functionality
- Inventory management and warehousing provided by Insight
- Shipping of assets directly from Insight to PPA end-user or Donation Party
- Relocation Services - Insight can arrange for transportation of client owned assets to locations specified by the PPA. Items such as insurance and freight can be billed to the PPA under a cost plus service charge agreement.

- **EPA Compliance**

Should equipment not meet the standards for remarketing, assets are disassembled and appropriately disposed in an EPA compliant manner. All dispositions take place within the United States. Insight is highly sensitive to environmental regulations which prohibit the improper disposition of computer equipment and is well educated on the latest EPA mandates. When you contract with Insight, you can be confident that all regulations are being met.

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- 5 What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Response: Insight has witnessed an increase in clients' environmental awareness and desire to partner with responsible suppliers. As a result, Insight has strengthened our commitment to the environment and has established procedures to ensure compliance as well as provide supporting evidence of this commitment.

At Insight, we know that business success doesn't have to come at the expense of our planet. That's why we're incorporating environmentally friendly technology practices like data center energy efficiency, responsible e-waste recycling and unified communications and collaboration solutions into our clients' IT infrastructures—and our own.

- **Energy Optimization - Go Green with Virtualization**

Data Center - Practice Overview

The growth of data in organizations has created an explosive demand for innovation in the data center. It's not enough to simply add servers and storage; clients must also consider total costs, critical data availability and environmental impact. Data centers consume 61 billion kilowatt-hours, or \$4.5 billion worth of electricity every year in the U.S. As we continue to shift from paper-based to digital information management, data center efficiency through virtualization of servers and consolidation on blades will become increasingly critical.

With the cost savings potential of server consolidation and virtualization and the growing reliability of backup, disaster recovery and continuity solutions for complex storage environment, clients can streamline costs and achieve greener IT operations at the same time.

Virtualization has become a critical investment for organizations seeking to reduce capital and operating expenses, ensure business continuity, strengthen security and go green. To meet this growing need, Insight teams with industry virtualization leaders to design, deploy and manage solutions from the desktop to the data center. As a VMware Authorized Consultant, Insight delivers the same proven best practices and guidance that has made VMware the global leader in virtualization solutions.

For our client's virtualization initiatives, Insight has developed deep capabilities for designing, deploying and managing scalable virtualization solutions for organizations of all sizes. From world-class technical architects, engineers and project managers to our ISO 9001:2008-certified integration labs, Insight has the in-house resources clients need to ensure projects are delivered right. In addition, our close ties with virtualization leaders like VMware, HP, and IBM mean clients have quick, affordable access to the best technologies on the market.

Insight's Data Center practice simplifies server, storage and data center management while offering the robust technical expertise and deep manufacturer relationships to deliver innovative and scalable solutions that reduce our clients' data center costs and their carbon footprint.

- **Electronic Software Distribution (ESD)**

Insight works with both our clients and our publishers to create and support licensing programs and media delivery that reduces the technology carbon

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footprint. Insight has invested in eProcurement services that are available to every client. All purchasing transactions can be accomplished electronically, from quote to close of invoice and usage reports reducing any need for paper. Smaller publishers look to industry leaders like Insight to work with them to create licensing programs that protect the integrity of the product and deliver fast electronic media. Paper license certificates and serial numbers have been replaced with electronic downloadable license confirmation and key codes. As more technology is delivered in a virtual manner, Insight is ready to meet client needs while also fulfilling Insight, client and partner goals for environmental responsibility. ESD is a free service.

- **Consolidated Electronic Invoicing**

As a part of our initiative to help our clients Go Green, Insight revised our invoicing billing block cycles to help reduce the number of invoices generated per purchase order. Through the new process, all clients will be set up on a standard 2-day consolidated invoicing block. Insight also offers clients a 5-day billing block to further reduce the number of invoices generated.

Insight offers email or EDI delivery of invoices for standard billing and consolidated (summary) invoices at no additional charge. Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provides highly reliable alternatives for manual business transactions, thus reducing cost and improving turnaround times.

- **IT Products**

With EPEAT, Energy Star and Bulk Purchasing, clients can reduce energy usage, costs and in some cases, even build with green materials. Many of the products Insight sells by its OEM Partners are Energy Star Certified. When helping clients select products for their environment, Insight tries to use products with this designation whenever possible. Energy Star Certified is the government's official designation of energy efficient products that save money and protect the environment.

- **EPA Compliant Asset Disposition and Recycling Program**

Insight has a customized asset disposition program that gives our clients the greatest economic return and cost efficiencies to their asset disposition challenges. The Insight team offers clients an easy and comprehensive asset disposition program that not only gives clients the greatest value for their existing equipment, but peace of mind that data security and systems disposition requirements are in full compliance.

Insight's staff is educated on the latest EPA mandates on proper computer equipment disposal. Insight recycles and disposes of non-working or obsolete equipment in an environmentally and regulatory compliant manner. Certificates of Destruction and EPA compliance can be provided as proof of regulatory disposal. Detailed reports listing equipment and serial numbers simplify management and reporting. We will erase all data from equipment and provide Certificates of Erasure as required.

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**Minimizing e-waste in Landfills**

The Environmental Protection Agency reports that 80 to 85 percent of all e-waste ends up in landfills. This is especially troubling considering the Agency regards many IT assets as hazardous and bans their dumping in landfills.

Insight is highly sensitive to the environmental regulations most states are establishing, which prohibit the improper disposal of computer equipment. Since all computer equipment contains some form of hazardous waste, those wastes are dealt with in accordance with EPA disposal requirements. Our practice is to make sure no additional wastes enter our environment or our landfills. Insight's Asset Disposal Program provides disposition services for clients' assets. These services include the de-manufacturing, deconstruction and/or recycling of end-of-life equipment by proper EPA disposal procedures.

Monitors, for example, are especially problematic because they contain toxins such as lead, mercury and cadmium. With the average lead content of each monitor at about 8% in the front panel and 23% in the tube, recycling is paramount. Regarding monitors, Insight recycles glass to glass. We know the average lead content of each and sell the front panel and tube glass to glass recyclers. This prevents lead from leaching out into the ground from landfills. Additionally, circuit boards and lithium batteries are processed and sold as a product. Less than 1% (by weight) of equipment that we receive ends up in a landfill. That 1% is comprised of items that cannot be recycled, such as pallets, Styrofoam, and expandable foam.

Another way to keep technology out of landfills is to extend its usefulness. The highly-trained technical experts at Insight's National Repair Center offer a number of flexible and cost-effective programs designed to extend the lifespan of IT equipment.

Additional Asset Disposition Program offerings include:

Trade-In and Remarketing Program

With Insight's IT Asset Disposition and Remarketing Services, we can ensure that little to none of a client's e-waste ever reaches a landfill. Salvageable equipment will be evaluated, repaired, and remarketed, and non-salvageable equipment will be broken down into recyclable or reusable components. This world-class offering places Insight among an elite group of firms holding the IDC Green Recycling and Asset Disposal for the Enterprise (G.R.A.D.E.) certification for a second consecutive year. Remarketing assets is another way to help magnify the ROI on IT investments while maintaining environmental responsibility.

Redeployment Program

Redeploying IT assets is another way to manage growing end-user populations with minimal investment while preventing assets from going into a landfill. We can repair and re-image salvageable equipment for redeployment to end users. We can even store it in our warehouse until a client is ready to redeploy.

Disposal and Recycling

If retired equipment is beyond its useful lifespan, Insight will securely and greenly dispose of it so it can be taken off a client's books. Insight can dispose of e-waste through EPA-certified disposal and recycling. Our Asset Disposition

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program provides comprehensive support by:

- Minimizing waste entering landfills through the recycling of products ranging from monitors to glass
- Managing data security risks with U.S. Department of Defense (DOD) hard drive wipe services
- Simplifying processes with nationwide logistics with low cost, dock-to-dock and/or inside pick-ups and centralized coordination
- Providing documentation through online reporting and Certificates of Erasure and Destruction

Insight currently uses the same partners and programs we offer to our clients. All assets disposed are done here in the U.S., with nothing being exported or going to landfill.

- **Unified Communications - Insight's Collaboration Solutions**

Collaboration projects reduce our carbon footprint and deliver quick ROI. The collaboration of data, voice and video applications onto a single network infrastructure has opened the door for more efficient communications with dramatic cost savings.

Enhanced Collaboration = Increased Productivity

Did you know that your seat on a single four-hour flight adds one metric ton of CO₂ to the atmosphere? Reducing the need to fly across the country, or even drive down the street, has a positive impact on the environment—and your bottom line.

Collaboration products such as WebEx and Cisco MeetingPlace can bring users together virtually for real-time voice, web and video conferences using a variety of technologies—from IP phones and webcams to traditional meeting room video systems. With a Cisco Master Specialization in Unified Communications (UC), Insight is uniquely positioned to design, deploy and manage UC projects like collaboration for our clients' organization. Insight can assist PPAs in reducing their carbon footprint by cutting down on travel, while gaining positive ROI in as little as six months.

Converging data, voice, and video applications onto a single network infrastructure, Insight's unified communications solutions deliver the simplicity of one common interface with the efficiency of reduced operating costs. Standards-based and flexible, our solutions leverage your telecommunications investment, integrate applications for greater user productivity and experience, and offer easy administration. From IP telephony to collaboration, our strategy, assessment and implementation services provide clients with measurable results and reliable communications.

Collaboration - Cut Budget and Go Green

Even as the economy squeezes budgets, executives are asking for green initiatives that demonstrate their organization's commitment to corporate responsibility. Fortunately, IT departments are uniquely positioned to implement green projects that deliver real return on investment in a matter of months.

Insight can assist Participating Public Agencies in implementing a voice/web collaboration project such as WebEx or Cisco MeetingPlace that can net positive

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ROI within the same fiscal year while reducing their organization's carbon footprint through reduced travel.

On-premise vs. On-demand

Cisco MeetingPlace and WebEx bring users together virtually for real-time voice, web and video conferences using a variety of technologies—from IP phones and webcams to traditional meeting room video systems. The result is reduced travel, increased productivity and improved employee availability. With a proven ROI, it's no wonder the market for video solutions grew nearly 24% last year.

Insight is a leader in assessing, deploying and managing collaboration solutions across the United States. In addition, the environmental movement has increased demand for Insight's collaboration offerings in a market that is now estimated at \$34 billion.

TelePresence: The Ultimate in Collaboration

TelePresence, which first entered the market a couple of years ago as a high-end, virtual conference room technology, has recently started to enter the mainstream. Organizations are investing in dedicated TelePresence Rooms and the technology is being packaged in more affordable configurations for remote offices and mid-sized businesses.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

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

- A highly customizable web site
- Customized reporting
- Custom image loads via our own ISO 9001:2008 certified labs
- Client owned goods warehouse
- Hot swap and national repair programs
- Warranty extension and consolidation programs
- Specialized shipping requests like palletizing
- Specialized on-site installation and data migrations
- Custom imaging and image consolidation
- Customized repair and warranty programs
- Asset disposal and retrieval programs
- Dedicated Account Teams with team leader and reserved toll-free numbers and email aliases
- Customized quarterly business reviews
- Creative financing and leasing options

SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION

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

Additionally, Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high performance systems, integration, configuration, deployment, lifecycle management and networking design.

Insight's purpose is to make meaningful connections that help businesses run smarter. Our value is our ability to guide, advise, implement and manage IT solutions for our clients. With the continual emergence of new technologies in the IT industry, Insight believes businesses continue to seek technology providers to supply value-added advice to help them identify and deploy complex IT solutions, rather than to just supply product selection, price and availability. We believe that Insight has a unique position in the market to provide enhanced value to the County, U.S. Communities and the Participating Public Agencies.

Empowering your Mission Through Technology

You face stiff challenges in delivering on your mission to the public. Budget pressures heighten the importance of cutting costs and finding the right price; staff limitations hinder your ability to maintain service levels and properly research purchases.

Insight Public Sector – in partnership with U.S. Communities – simplifies the procurement, implementation and management of the technologies your organization needs. By taking advantage of Insight's competitively-solicited U.S. Communities Contract for Technology Products/Equipment and Services/Solutions, you're assured of Insight's best available price on our full portfolio of products and solutions.

As a contract holder with the ability to sell both technology products and IT services and solutions, Insight is uniquely positioned to help you realize efficiencies and streamline costs while delivering IT solutions to end users and constituents. Here's how:

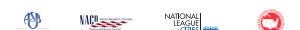
- **Mobility Solution:** Put your Organization on the Right Path. Insight brings a holistic and best practices approach to help you take control of the dynamic mobile world.
- **Office Productivity Solutions:** Advance your Organization, Improve your Processes. Insight can help you from Identifying areas of improvement to seamlessly getting you up and running.
- **Unified Communications and Collaboration Solutions:** Work Better, Faster and More Efficiently. Insight can help provide a seamless, intuitive flow between your work and the people you need to connect with to get the work done.
- **Network Solutions:** Ensure Your Network Meets Today's Challenges. Insight can design and deploy secure real-time network infrastructures built with long-term goals in mind.
- **Data Center Solutions:** Planning, Process and Vision. Insights combination of technology partners and industry expertise allows us to listen to your needs and create scalable solutions.
- **Virtualization Solutions:** Business Beyond the Hardware. Insight's wide network of technology partners and in-house expertise gives us the tools to move you into the virtual world, with tangible results.
- **Data Protection Solutions:** Making Security Efficient, and Efficiency Secure. Insight's broad range of technology partners and depth of networking expertise can offer you solutions that enhance security, without compromising efficiency. You can move forward with peace of mind.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 1.800.546.0578 or at USCommunities@insight.com. Or visit us online at www.ips.insight.com/uscommunities.

Official Contract
U.S. Communities Technology Products/ Equipment and Technology Services/Solutions
Contract Number
4400001195 (RQ09-997736-42B)
Start Date
May 1, 2009
Current End Date
April 30, 2016
Competitively solicited through Fairfax County, VA (Lead Agency)



U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE



U.S. Communities and You

Public sector agencies like yours save on technology by leveraging the aggregated purchasing power of Insight's competitively-solicited U.S. Communities contract. But there's more to U.S. Communities than savings. Here are some key advantages of participating in U.S. Communities:

- **Time and Cost Savings:** With U.S. Communities, there are no user fees. Plus you gain access to the lowest available government pricing without shopping around, so you can focus resources on other priorities, programs and services.
- **Competitive Solicitation:** U.S. Communities contracts meet most government agency "piggybacking" requirements, while eliminating duplication of efforts by countless agencies buying the same products.
- **Aggregated Purchasing Power:** By combining the purchasing power, U.S. Communities enables you to leverage economies of scale with no minimum purchase requirements – regardless of the size of your agency.

Overcome Budget Limitations with Leasing

Insight provides flexible and convenient ways to manage your technology and keep pace with innovation through leasing. We have a dedicated finance team that can help to ensure a seamless ordering process. With one-stop convenience to help you:

- Stretch Your Budget
- Avoid Technological Obsolescence
- Conserve Capital
- Upgrade on Demand
- Finance Hardware, Software & Services
- Gain Tax Advantages
- Reduce Up-Front Costs

Insight Public Sector in Action

Recently, IPS was called in to assist the City of Avondale (AZ) with their aging data storage system and power consumption issues. The city's IT environment was running out of storage space and drawing power at 96-98% of capacity. Insight proposed and supervised the deployment of a FlexPod Data Center solution that could work with their core IT systems while streamlining their computer, storage and network environments. Insight used the special pricing, available under the U.S. Communities contract, to help Avondale acquire the components necessary for the FlexPod solution. Deploying the FlexPod eliminated the need for certain SAN solutions, saving the city \$30,000 a year in maintenance fees, while decreasing their used storage space by 40% and reducing their overall power draw by more than 50%.

About Insight Public Sector

Insight Public Sector is proud to have served as a trusted technology advisor to public entities for more than 20 years. Insight offers hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions. Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

About U.S. Communities

The U.S. Communities Government Purchasing Alliance (U.S. Communities) partners with public agencies to find solutions that benefit procurement professionals. Simply put, U.S. Communities was founded by public agencies for public agencies. U.S. Communities goes beyond providing outstanding contracts. Together with their supplier partners, they are committed to offering comprehensive business solutions that help agencies maximize cost-control while also improving operational efficiencies and performance. U.S. Communities takes great pride in not only providing resources, but also in serving as a resource, with innovative offerings including an online shopping portal, educational webinars and trainings, and a green purchasing program. U.S. Communities is the gold standard when it comes to honest and effective public procurement, as well as partnerships dedicated to providing best-in-class procurement solutions.

To learn more about U.S. Communities visit www.uscommunities.org.



ips.insight.com
1.800.INSIGHT

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Tab 7 – FINANCIAL STATEMENTS:

The Offeror shall provide an income statement and balance sheet from the two most recent reporting periods.

Response: The combined Insight companies and their subsidiaries represent a \$5.3 billion global enterprise and are the largest single source solution provider of computer technology and services in the USA. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight has the depth of offerings and a balanced portfolio that ensures our survival and mitigates the risk some could face during these times. Since 1988 we have evolved to become a leading provider of a broad range of top name-brand IT computing products, software, and advanced IT services to clients—including a majority of Fortune and Global 500 companies—in 190 countries.

Insight Public Sector holds over 160 federal, state, local, education and non-profit contracts. IPS currently maintains federal contracts with agencies such as the General Services Administration, and national contracts like U.S. Communities. In addition, our participation in 25 state-wide contracts gives us a solid market share of government technology sales. IPS also holds local government and education contracts for computer equipment and services in 32 states. Highly specialized teams are dedicated to each market offering customized solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight is a publicly traded company and adheres to general accounting practices and principals. Copies of Insight's latest Annual Reports (year ended 2014 and 2013) immediately follow this document. Our current Annual Report includes a total of three (3) years of the requested financial information. The County and U.S. Communities can access electronic versions of our financial information, past annual reports, as well as other audited financial statements via the link below to our website.

<http://nsit.client.shareholder.com/financials.cfm>

Tab 8 – APPENDIX B DOCUMENTS:

Insight has completed and is submitting the required documents listed below:

- Offeror Data Sheet
- Virginia State Corporation Commission Registration Information
- Business, Professional and Occupational License
 - County of Fairfax Business, Professional and Occupational License
- Certification Regarding Debarment or Suspension
- Certification Regarding Ethics in Public Contracting
- Business Classification
- Subcontractor(s) Notification Form

OFFEROR DATA SHEET

NAME OF OFFEROR: Insight Public Sector, Inc.

ADDRESS: 6820 South Harl Avenue
Tempe, Arizona 85283

E-MAIL ADDRESS: Erica.falchetti@insight.com

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: Gerard Kane

Telephone Number: 703-665-9455

E-Mail Address: Gerard.kane@insight.com

Fiscal Representative: Jim Trevino

Telephone Number: 480-333-3102

E-Mail Address: jim.trevino@insight.com

Payment Address, if different from above:

PO Box 731072

Dallas, Texas 75373-1072

Fairfax County Bidder or Supplier Number (if applicable)

1000000125

(Note: Vendors can register for the number above at: www.fairfaxcounty.gov/vendorportal)

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

☒ is a corporation or other business entity with the following SCC identification number: F1305996 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☒ Yes ☐ No
 Fairfax County ☒ Yes ☐ No
- Date business began/will begin work in Fairfax County June, 1997

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County.

Insight Public Sector, Inc engages in the sales, implementation and management of
Information Technology products and services. We estimate that 1% or less of the
work performed in conjunction with the U.S. Communities contract will be performed
in the County.



 Signature

September 21, 2015

 Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

2015 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE 2015
COUNTY OF FAIRFAX, DEPARTMENT OF TAX ADMINISTRATION (DTA)
PHONE: 703-222-8234 TTY: 703-222-7594 WEBSITE: www.fairfaxcounty.gov/dta

INSIGHT PUBLIC SECTOR
COMARK
6820 S HARL AV
TEMPE AZ 85283-4318

Notice: This is your 2015 Business, Professional and Occupational License (BPOL). The bottom-half is perforated to allow you to tear off and post this license in your establishment. Please note, if your check is not honored by the bank, this license shall be invalid.

2015 LICENSE INFORMATION			
ACCOUNT #:	000-02-7601	LICENSE PERIOD:	01/01/2015 - 03/01/2016
ORDINANCE CODE:	47230-00	LICENSE BASIS:	\$23,069
NAICS:	423990	LICENSE RATE:	\$.04 per \$100
LOCATION:	14520 AVION PW 310 CHANTILLY VA 20151	FED. I.D. OR E.I.N.:	36-3949000
CLASSIFICATION:	WHOLESALE MERCHANT	LICENSE NUMBER:	1501178
DATE PAYMENT RECEIVED:	03/04/2015	INSTALLMENT(S):	

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 703-222-7594), or send us an e-mail through our website, www.fairfaxcounty.gov/dta.

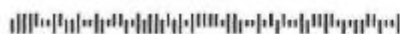
As with all taxes, our goal is to administer the BPOL tax fairly and in accordance with State and County Codes. Our staff strives to provide professional assistance and quality customer service. Please let us know if we are not meeting your needs. Your satisfaction is important to us and your comments are always welcome.

Juan B. Rengel, Director
Personal Property and Business License Division
Department of Tax Administration

CC: Kevin C. Greenlief, Director
Department of Tax Administration

FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION 2015 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE (BPOL) FOR ORDINANCE 47230-00 : WHOLESALE MERCHANT

THIS LICENSE HAS BEEN ISSUED BY THE FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION (DTA) AND IS GRANTED TO:



INSIGHT PUBLIC SECTOR
COMARK
6820 S HARL AV
TEMPE AZ 85283-4318

501178

THIS LICENSE IS VALID THRU
03/01/2016
Dept. Tax Administration, Suite 223
12000 Government Center Parkway
Fairfax, Va. 22035, Phone: 703-222-8234
Website: www.fairfaxcounty.gov/dta

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative:

Kenneth Lamneck

Signature/Date:



/ September 21, 2015

Company Name:

Insight Public Sector, Inc.

Address

6820 South Harl Avenue

City/State/Zip:

Tempe, Arizona 85283

SSN or TIN No:

36-3949000

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

- ☒ 1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.
- ☐ 2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: Kenneth Lamneck

Signature/Date:  / September 21, 2015

Company Name: Insight Public Sector, Inc.

Company Address: 6820 South Harl Avenue

City/State/Zip: Tempe, Arizona 85283

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

\\s17PROLAWPGC01\Documents\128407\SAH\671335.docx

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

Tab 10 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT

(Appendix F):

Insight Public Sector is submitting a signed and unaltered U.S. Communities Administration Agreement - Appendix F as required in RFP # 2000001701 – Technology Products, Services, Solutions and Related Products and Services opportunity.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

ADMINISTRATION AGREEMENT

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "**Founding Co-Sponsors**") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

ADMINISTRATION AGREEMENT

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

ADMINISTRATION AGREEMENT

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) Pricing Commitment.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

ADMINISTRATION AGREEMENT

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be

ADMINISTRATION AGREEMENT

employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-

ADMINISTRATION AGREEMENT

exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 **Breach of Supplier's Representations and Covenants.** The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 **Indemnity.** Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ADMINISTRATION AGREEMENT

ARTICLE V

FEES & REPORTING

5.1 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "**Administrative Fees**"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by **Exhibit B**, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("**Sales Report**"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

ADMINISTRATION AGREEMENT

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

ADMINISTRATION AGREEMENT

agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

Insight Public Sector, Inc.

By  _____

Name: Kenneth Lamneck

Title: Chief Executive Officer

ADMINISTRATION AGREEMENT

EXHIBIT A

MASTER AGREEMENT

(Fairfax County Master Agreement to be attached at time of award.)

ADMINISTRATION AGREEMENT

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: August 12, 2015	REQUEST FOR PROPOSAL NUMBER: RFP2000001701	TITLE: Technology Products Services Solutions
DEPARTMENT: Purchasing & Supply Management	DUE DATE/TIME: September 17, 2015 / 2:00 P.M.	CONTRACT SPECIALIST: Kristy Varda at 703-324-3217; kristy.varda@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Insight Public Sector, Inc.	Telephone/Fax No.:	800-467-4448 x 3071
6820 South Harl Avenue	E-Mail Address:	Erica Falchetti
Tempe, Arizona 85283	Federal Employer Identification No or	36-3949000
	Federal Social Security No.(Sole Proprietor)	
	Prompt Payment Discount:	0% for payment within <u>30</u> days/net <u>30</u> days
	State Corporation Commission (SCC) Identification No.	F1305996

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: ☒ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION

State in which Incorporated: Illinois

September 21, 2015

Date


Vendor Legally Authorized Signature

Kenneth Lamneck, Chief Executive Officer

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



Thumb Drive Certification – Cost Proposal

NOTARIZED STATEMENT OF THUMB DRIVE AUTHENTICITY

This statement, as notarized below, verifies that each thumb drive provided with Insight's Cost Proposal for RFP # 2000001701 – Technology Products, Services, Solutions and Related Products and Services is a true copy of the printed version.

Notary Susan Isaac

Notary Public in and for Illinois

My Commission Expires: April 6, 2016

Print Name of Notary Susan Isaac



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Tab 1 – PROPOSED PRODUCT PRICING

For any proposed products, Offeror shall provide the following.

1. It is preferred that Offeror provide product pricing using a **fixed percentage (%)** discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria. The Offeror shall provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.

If this is not feasible, Offeror may provide detailed cost breakdown of their proposed pricing structure to include direct, indirect, general & administrative, overhead and profit cost details. Along with this data, offerors must submit a justification as to why a Manufacturer Price List or other objectively verifiable criteria is not available. All costs shall be substantiated by an actual invoice indicating the amount paid for products.

Any price reductions, special offerings, sales or promotions occurring during the term of the Agreement, shall be passed on to the County and Participating Public Agencies as soon as they are announced by the manufacturer or Contractor and shall be considered part of the Agreement.

Response: Insight is basing our proposed pricing logic on how the industry works at its base level, our experience in working with thousands of existing Participating Public Agencies on our current U.S. Communities contract, and our deep national experience within the state, local and education (SLED) verticals—having managed thousands of contracts for our public sector clients over the twenty plus years of our existence.

As much as Insight appreciates the simplicity that a single, common approach to our pricing response represents to the County’s requested product pricing, we have come to believe, over the life of our current U.S. Communities contract, that having one approach to pricing is not in the best interest of our clients. We are very happy in our current contract’s product pricing that was exclusively based upon a discount from Insight’s already discounted list price. It has worked very well and we continue to believe this is the best approach for most of our product pricing logic. But the reality is there are commonalities within the pricing logic used in SLED technology contracts across the United States for specific large manufacturers and publishers. We believe it would benefit everyone under any new resulting contract to align our pricing structure with these trends.

While this pricing structure has several components, Insight’s contract module manages complex pricing scenarios with ease, so from a pricing accuracy and compliance perspective, we expect any product pricing accuracy rate to be above 99.9% which is our typical compliance rate on the public sector product contracts held by Insight. Insight is committed to complete visibility to our compliance processes and will provide all relevant data elements as needed for the Participating Public Agencies, the County and U.S. Communities to verify our compliance on all procurements under the contract.

Additionally, Insight agrees that any generally offered price reductions, special offerings, sales or promotions that occur during the term of the Agreement shall be passed on to the County and Participating Public Agencies as soon as they are announced by the manufacturer and shall be considered part of the contract.

Discount from MSRP (Manufacturer Suggested Retail Price)

MSRP is determined by manufacturers and changes at their discretion. In today’s world, with the degree of change within the technology landscape, there are only a few tier-one manufacturers who consistently update their MSRP as needed to react to industry

Proposed Product Pricing

fluctuations. Further, many companies no longer publish MSRP values. Having said that, there are a few manufacturers whose pricing under SLED contracts is typically based on a discount off MSRP—most notably Cisco. For that reason, we have elected to provide the Cisco portion of our proposed pricing based on a discount off Cisco’s MSRP.

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	35%		35%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non-Incumbent	All
	16%	8%	28%

Cost Plus

This is a pricing method where the contract price is determined by evaluating all variable costs a reseller incurs and adding a markup percentage, which represents the reseller’s profit. Cost plus contracts within the SLED market vertical are most common on Microsoft software procurement contracts. For this reason, Insight has elected to offer Microsoft software products utilizing a cost plus methodology.

Publisher	Cost Plus %
Microsoft	3.50%

Discount from Insight’s List Price

Discount from Insight’s list price is the pricing methodology Insight uses exclusively under our existing U.S. Communities contract. When we originally proposed it, we felt it represented the best methodology to provide the County and Participating Public Agencies the best possible pricing. We continue to feel this is the case, with the exception of the manufacturers listed above. By offering a discount from Insight’s list price, we are providing PPAs additional discounts against an already aggressive market-driven, value-based pricing structure which is continually being benchmarked against our peers within the industry. Our list pricing is a publicly available index that is dynamically updated in real-time.

Because the U.S. Communities contract is available to PPAs nationwide, unique factors enter into play—factors such as freight averaging, variations in local costing, and travel costs. By utilizing our discount off Insight list price methodology, we are able to be more aggressive than we would be otherwise because we can understand our true costs. This allows us to offer PPAs our best national discounts, up front.

Proposed Product Pricing

All products within Insight's catalog not specifically identified above will be priced in accordance with the following discount structure:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

Proposed Product Pricing

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

Proposed Product Pricing

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

Proposed Product Pricing

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

Proposed Product Pricing

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

As required, Insight has provided an electronic copy of our complete price list showing the manufacturer name, part number, description, and Insight list price that was current as of September 2015. We have also provided a copy of the Cisco September Global Price List.

- Offeror, if a reseller/dealer/distributor, shall provide a listing of all manufacturers it offers with the discount percentage(s) by manufacturer.

Response: Insight has provided a list of all manufacturers separated by product category at the end of this tabbed section. The corresponding discount percentages will be applied to a manufacturer's offering based on the pricing structure outlined in Section 1 above. Please note that this list represents those manufacturers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, more manufacturers will be added automatically. We will be happy to provide the County, U.S. Communities, and the PPAs with a current list of manufacturers at any time throughout the term of the contract.

We have also created the following demo site where you can review our product catalog and up-to-the minute pricing: <http://www.ips.insight.com/fairfaxrfp>. Simply click on "View Contract Pricing." From here, users can search for products and immediately see the market-driven, value-based contract pricing.

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Boards

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CE Options - Accessories

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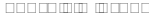
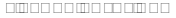
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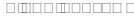
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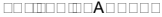
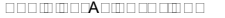
Product Category

CE Options - Photo & Video Accessories

CE Options - Remote Controls

CE Options - Service/Support

U.S. Communities - RFP # 2000001701

Product Category			
Cloud-Remote Backup - Delivery			
Cloud-Remote Backup - FS			
Cloud-SharePoint - Delivery			
Cloud-SharePoint - FS			
Cloud-Web Conf -Delivery			
Cloud-Web Conf -FS			
Cloud-Web Sec -Delivery			
Cloud-Web Sec -FS			
Communication - Answering Machines/Caller ID			
Communication - GPS Kits			
Communication - GPS Receivers			
Communication - GPS Software			
Communication - Mobile Phones			
Communication - Pagers			
Communication - Telephones			

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Product Category			
Electronics	Smartphones	Android Smartphones	Apple iPhones
	Tablets	Android Tablets	Apple iPads
	Smart TVs	Android TVs	Apple TV
	Laptops	Android Laptops	Apple MacBooks
	Smart Home Devices	Android Smart Home	Apple HomeKit
	Wearables	Android Wearables	Apple Watch
	Smart Speakers	Android Smart Speakers	Apple HomePod
	Smart Locks	Android Smart Locks	Apple HomeKit Locks
	Smart Lighting	Android Smart Lighting	Apple HomeKit Lighting
	Smart Thermostats	Android Smart Thermostats	Apple HomeKit Thermostats
Automotive	Electric Vehicles	Android EVs	Apple EVs
	Hybrid Vehicles	Android Hybrids	Apple Hybrids
	Smart Cars	Android Smart Cars	Apple Smart Cars
	Autonomous Vehicles	Android AVs	Apple AVs
	Smart Navigation	Android Navigation	Apple Navigation
	Smart Parking	Android Parking	Apple Parking
	Smart Insurance	Android Insurance	Apple Insurance
	Smart Maintenance	Android Maintenance	Apple Maintenance
	Smart Safety	Android Safety	Apple Safety
	Smart Connectivity	Android Connectivity	Apple Connectivity
Health & Wellness	Smart Scales	Android Scales	Apple Scales
	Smart Blood Pressure Monitors	Android BP Monitors	Apple BP Monitors
	Smart Heart Rate Monitors	Android HR Monitors	Apple HR Monitors
	Smart Sleep Trackers	Android Sleep Trackers	Apple Sleep Trackers
	Smart Yoga Mats	Android Yoga Mats	Apple Yoga Mats
	Smart Running Shoes	Android Running Shoes	Apple Running Shoes
	Smart Meditation Apps	Android Meditation Apps	Apple Meditation Apps
	Smart Fitness Trackers	Android Fitness Trackers	Apple Fitness Trackers
	Smart Nutrition Trackers	Android Nutrition Trackers	Apple Nutrition Trackers
	Smart Mental Health Apps	Android Mental Health Apps	Apple Mental Health Apps
Education	Smart Textbooks	Android Textbooks	Apple Textbooks
	Smart Notebooks	Android Notebooks	Apple Notebooks
	Smart Calculators	Android Calculators	Apple Calculators
	Smart Flashcards	Android Flashcards	Apple Flashcards
	Smart Learning Apps	Android Learning Apps	Apple Learning Apps
	Smart Tutoring Systems	Android Tutoring Systems	Apple Tutoring Systems
	Smart Language Learning	Android Language Learning	Apple Language Learning
	Smart Math Tools	Android Math Tools	Apple Math Tools
	Smart Science Tools	Android Science Tools	Apple Science Tools
	Smart History Tools	Android History Tools	Apple History Tools
Finance	Smart Budgeting Apps	Android Budgeting Apps	Apple Budgeting Apps
	Smart Investment Apps	Android Investment Apps	Apple Investment Apps
	Smart Savings Apps	Android Savings Apps	Apple Savings Apps
	Smart Credit Monitoring	Android Credit Monitoring	Apple Credit Monitoring
	Smart Tax Planning	Android Tax Planning	Apple Tax Planning
	Smart Retirement Planning	Android Retirement Planning	Apple Retirement Planning
	Smart Insurance Comparison	Android Insurance Comparison	Apple Insurance Comparison
	Smart Real Estate Listings	Android Real Estate Listings	Apple Real Estate Listings
	Smart Business Tools	Android Business Tools	Apple Business Tools
	Smart Personal Finance	Android Personal Finance	Apple Personal Finance

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Input Devices - PC/Network Cameras

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Insight – Internal Accounting

Learning Resources - Training Courses

Product Category		
Electronics	Smartphones	Smartphones
	Tablets	Tablets
	Laptops	Laptops
	Smart TVs	Smart TVs
	Gaming Consoles	Gaming Consoles
	Wearables	Wearables
	Smart Home Devices	Smart Home Devices
	Cameras	Cameras
	Audio Equipment	Audio Equipment
	Networking Gear	Networking Gear
	Peripherals	Peripherals
	Smart Locks	Smart Locks
	Robot Vacuums	Robot Vacuums
	Smart Irrigation Systems	Smart Irrigation Systems
	Smart Light Bulbs	Smart Light Bulbs
	Smart Thermostats	Smart Thermostats
	Smart Doorbell Cameras	Smart Doorbell Cameras
	Smart Garage Door Openers	Smart Garage Door Openers
	Smart Air Purifiers	Smart Air Purifiers
	Smart Water Leak Detectors	Smart Water Leak Detectors
Home & Garden	Smart Garden Systems	Smart Garden Systems
	Smart Planters	Smart Planters
	Smart Greenhouses	Smart Greenhouses
	Smart Lawn Mowers	Smart Lawn Mowers
	Smart Fertilizers	Smart Fertilizers
	Smart Irrigation Controllers	Smart Irrigation Controllers
	Smart Weather Stations	Smart Weather Stations
	Smart Rain Sensors	Smart Rain Sensors
	Smart Humidity Sensors	Smart Humidity Sensors
	Smart Temperature Sensors	Smart Temperature Sensors
	Smart Air Quality Monitors	Smart Air Quality Monitors
	Smart Carbon Monoxide Detectors	Smart Carbon Monoxide Detectors
	Smart Smoke Detectors	Smart Smoke Detectors
	Smart Gas Leak Detectors	Smart Gas Leak Detectors
	Smart Fire Alarms	Smart Fire Alarms
	Smart Security Cameras	Smart Security Cameras
	Smart Motion Sensors	Smart Motion Sensors
	Smart Window Sensors	Smart Window Sensors
	Smart Door Sensors	Smart Door Sensors
	Smart Pet Feeder	Smart Pet Feeder
	Smart Pet Water Dispenser	Smart Pet Water Dispenser
Automotive	Smart Car Key Fobs	Smart Car Key Fobs
	Smart Car Alarms	Smart Car Alarms
	Smart Car Dash Cams	Smart Car Dash Cams
	Smart Car GPS Trackers	Smart Car GPS Trackers
	Smart Car Tire Pressure Monitors	Smart Car Tire Pressure Monitors
	Smart Car Engine Oil Monitors	Smart Car Engine Oil Monitors
	Smart Car Battery Monitors	Smart Car Battery Monitors
	Smart Car Air Filter Monitors	Smart Car Air Filter Monitors
	Smart Car Headlight Monitors	Smart Car Headlight Monitors
	Smart Car Brake Pad Monitors	Smart Car Brake Pad Monitors
	Smart Car Wheel Alignment Sensors	Smart Car Wheel Alignment Sensors
	Smart Car Suspension Sensors	Smart Car Suspension Sensors
	Smart Car Steering Sensors	Smart Car Steering Sensors
	Smart Car Acceleration Sensors	Smart Car Acceleration Sensors
	Smart Car Deceleration Sensors	Smart Car Deceleration Sensors
	Smart Car Lane Departure Sensors	Smart Car Lane Departure Sensors
	Smart Car Blind Spot Sensors	Smart Car Blind Spot Sensors
	Smart Car Cross-Traffic Alert Sensors	Smart Car Cross-Traffic Alert Sensors
	Smart Car Proximity Sensors	Smart Car Proximity Sensors
	Smart Car Parking Sensors	Smart Car Parking Sensors
	Smart Car Collision Avoidance Sensors	Smart Car Collision Avoidance Sensors
Health & Wellness	Smart Health Monitors	Smart Health Monitors
	Smart Blood Pressure Monitors	Smart Blood Pressure Monitors
	Smart Heart Rate Monitors	Smart Heart Rate Monitors
	Smart Blood Sugar Monitors	Smart Blood Sugar Monitors
	Smart Cholesterol Monitors	Smart Cholesterol Monitors
	Smart Weight Monitors	Smart Weight Monitors
	Smart Sleep Monitors	Smart Sleep Monitors
	Smart Breathing Monitors	Smart Breathing Monitors
	Smart Heart Rate Variability Monitors	Smart Heart Rate Variability Monitors
	Smart Blood Oxygen Saturation Monitors	Smart Blood Oxygen Saturation Monitors
	Smart Blood Flow Monitors	Smart Blood Flow Monitors
	Smart Blood Viscosity Monitors	Smart Blood Viscosity Monitors
	Smart Blood pH Monitors	Smart Blood pH Monitors
	Smart Blood Glucose Monitors	Smart Blood Glucose Monitors
	Smart Blood Lactate Monitors	Smart Blood Lactate Monitors
	Smart Blood Urea Nitrogen Monitors	Smart Blood Urea Nitrogen Monitors
	Smart Blood Creatinine Monitors	Smart Blood Creatinine Monitors
	Smart Blood Hemoglobin Monitors	Smart Blood Hemoglobin Monitors
	Smart Blood Hematocrit Monitors	Smart Blood Hematocrit Monitors
	Smart Blood Hemoglobin A1c Monitors	Smart Blood Hemoglobin A1c Monitors
	Smart Blood Glucose HbA1c Monitors	Smart Blood Glucose HbA1c Monitors

Leasing	Table with 4 columns and 1 row		
Life Cycle	Table with 4 columns and 1 row		
Manuals	Table with 4 columns and 1 row		
Mass Storage Devices	Table with 4 columns and 1 row		

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Product Category

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Networking - Network Devices

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Networking - Network Service/Support

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Networking - Video Conferencing			
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U.S. Communities - RFP # 2000001701

Notebooks			
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Office Machines - Calculators			
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Office Machines - Multifunction/Office Machines			
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Output Devices - Output Cables

Output Devices - Output Service/Support

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PC/NB/SVR Accy

PDA Accessories

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Product Category		
Category A	Product A1	Product A101
	Product A2	Product A102
	Product A3	Product A103
	Product A4	Product A104
Category B	Product B1	Product B101
	Product B2	Product B102
	Product B3	Product B103
	Product B4	Product B104
Category C	Product C1	Product C101
	Product C2	Product C102
	Product C3	Product C103
	Product C4	Product C104
Category D	Product D1	Product D101
	Product D2	Product D102
	Product D3	Product D103
	Product D4	Product D104
Category E	Product E1	Product E101
	Product E2	Product E102
	Product E3	Product E103
	Product E4	Product E104
Category F	Product F1	Product F101
	Product F2	Product F102
	Product F3	Product F103
	Product F4	Product F104
Category G	Product G1	Product G101
	Product G2	Product G102
	Product G3	Product G103
	Product G4	Product G104
Category H	Product H1	Product H101
	Product H2	Product H102
	Product H3	Product H103
	Product H4	Product H104
Category I	Product I1	Product I101
	Product I2	Product I102
	Product I3	Product I103
	Product I4	Product I104
Category J	Product J1	Product J101
	Product J2	Product J102
	Product J3	Product J103
	Product J4	Product J104
Category K	Product K1	Product K101
	Product K2	Product K102
	Product K3	Product K103
	Product K4	Product K104
Category L	Product L1	Product L101
	Product L2	Product L102
	Product L3	Product L103
	Product L4	Product L104
Category M	Product M1	Product M101
	Product M2	Product M102
	Product M3	Product M103
	Product M4	Product M104
Category N	Product N1	Product N101
	Product N2	Product N102
	Product N3	Product N103
	Product N4	Product N104
Category O	Product O1	Product O101
	Product O2	Product O102
	Product O3	Product O103
	Product O4	Product O104
Category P	Product P1	Product P101
	Product P2	Product P102
	Product P3	Product P103
	Product P4	Product P104
Category Q	Product Q1	Product Q101
	Product Q2	Product Q102
	Product Q3	Product Q103
	Product Q4	Product Q104
Category R	Product R1	Product R101
	Product R2	Product R102
	Product R3	Product R103
	Product R4	Product R104
Category S	Product S1	Product S101
	Product S2	Product S102
	Product S3	Product S103
	Product S4	Product S104
Category T	Product T1	Product T101
	Product T2	Product T102
	Product T3	Product T103
	Product T4	Product T104
Category U	Product U1	Product U101
	Product U2	Product U102
	Product U3	Product U103
	Product U4	Product U104
Category V	Product V1	Product V101
	Product V2	Product V102
	Product V3	Product V103
	Product V4	Product V104
Category W	Product W1	Product W101
	Product W2	Product W102
	Product W3	Product W103
	Product W4	Product W104
Category X	Product X1	Product X101
	Product X2	Product X102
	Product X3	Product X103
	Product X4	Product X104
Category Y	Product Y1	Product Y101
	Product Y2	Product Y102
	Product Y3	Product Y103
	Product Y4	Product Y104
Category Z	Product Z1	Product Z101
	Product Z2	Product Z102
	Product Z3	Product Z103
	Product Z4	Product Z104

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Product Category		
Electronics	Smartphones	Apple iPhone 15 Pro Max
	Smartphones	Samsung Galaxy S24 Ultra
	Smartphones	Google Pixel 8 Pro
	Smartphones	OnePlus 12
	Smartphones	Xiaomi 14 Pro
	Smartphones	Huawei Pura 70 Ultra
	Smartphones	Oppo Find N5
	Smartphones	Vivo X100 Pro
	Smartphones	Nokia 9300
	Smartphones	Motorola Edge 40 Pro
	Smartphones	Asus ROG Phone 8
	Smartphones	Lenovo Legion Y90
	Smartphones	Honor Magic6 Pro
	Smartphones	Realme GT5 Pro
	Smartphones	Nothing Phone 3
	Smartphones	Motorola Edge 40 Neo
	Smartphones	Asus ROG Phone 7
	Smartphones	Lenovo Legion Y90
	Smartphones	Honor Magic6 Pro
	Smartphones	Realme GT5 Pro
Wearables	Smartwatches	Apple Watch Series 9
	Smartwatches	Samsung Galaxy Watch6
	Smartwatches	Google Pixel Watch
	Smartwatches	OnePlus Watch
	Smartwatches	Xiaomi Watch S3
	Smartwatches	Huawei Watch GT4
	Smartwatches	Oppo Watch 3
	Smartwatches	Vivo Watch 3
	Smartwatches	Nokia Watch
	Smartwatches	Motorola Watch
	Smartwatches	Asus Watch
	Smartwatches	Lenovo Watch
	Smartwatches	Honor Watch
	Smartwatches	Realme Watch
	Smartwatches	Nothing Watch
	Smartwatches	Motorola Watch
	Smartwatches	Asus Watch
	Smartwatches	Lenovo Watch
	Smartwatches	Honor Watch
	Smartwatches	Realme Watch
Home Appliances	Refrigerators	Samsung Family Hub
	Refrigerators	LG InstaView
	Refrigerators	Whirlpool Smart
	Refrigerators	Haier Smart
	Refrigerators	Hisense Smart
	Refrigerators	Midea Smart
	Refrigerators	Galanz Smart
	Refrigerators	Siemens Smart
	Refrigerators	Bosch Smart
	Refrigerators	Electrolux Smart
	Refrigerators	Hotpoint Smart
	Refrigerators	Smeg Smart
	Refrigerators	Ardo Smart
	Refrigerators	Indesit Smart
	Refrigerators	Whirlpool Smart
	Refrigerators	Haier Smart
	Refrigerators	Hisense Smart
	Refrigerators	Midea Smart
	Refrigerators	Galanz Smart
	Refrigerators	Siemens Smart
Automotive	Electric Vehicles	Tesla Model S
	Electric Vehicles	BMW i4
	Electric Vehicles	Mercedes EQ
	Electric Vehicles	Vauxhall Corsa-e
	Electric Vehicles	Renault Zoe
	Electric Vehicles	Peugeot e-208
	Electric Vehicles	Ford Focus Electric
	Electric Vehicles	Volvo XC40 Recharge
	Electric Vehicles	Hyundai Ioniq
	Electric Vehicles	Kia Niro
	Electric Vehicles	Subaru Solterra
	Electric Vehicles	Jeep Wrangler
	Electric Vehicles	Land Rover Defender
	Electric Vehicles	Mercedes EQ
	Electric Vehicles	Vauxhall Corsa-e
	Electric Vehicles	Renault Zoe
	Electric Vehicles	Peugeot e-208
	Electric Vehicles	Ford Focus Electric
	Electric Vehicles	Volvo XC40 Recharge
	Electric Vehicles	Hyundai Ioniq
	Electric Vehicles	Kia Niro
Software	Operating Systems	Windows 11
	Operating Systems	macOS Sonoma
	Operating Systems	Android 14
	Operating Systems	iOS 17
	Operating Systems	Linux Ubuntu
	Operating Systems	FreeBSD
	Operating Systems	OpenBSD
	Operating Systems	NetBSD
	Operating Systems	DragonFly BSD
	Operating Systems	OpenSolaris
	Operating Systems	illumos
	Operating Systems	OpenBSD
	Operating Systems	NetBSD
	Operating Systems	DragonFly BSD
	Operating Systems	OpenSolaris
	Operating Systems	illumos
	Operating Systems	OpenBSD
	Operating Systems	NetBSD
	Operating Systems	DragonFly BSD
	Operating Systems	OpenSolaris
	Operating Systems	illumos

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Product Category		
Category A	Item A-001	Item A-002
	Item A-003	Item A-004
	Item A-005	Item A-006
	Item A-007	Item A-008
	Item A-009	Item A-010
	Item A-011	Item A-012
	Item A-013	Item A-014
	Item A-015	Item A-016
	Item A-017	Item A-018
	Item A-019	Item A-020
Category B	Item B-001	Item B-002
	Item B-003	Item B-004
	Item B-005	Item B-006
	Item B-007	Item B-008
	Item B-009	Item B-010
	Item B-011	Item B-012
	Item B-013	Item B-014
	Item B-015	Item B-016
	Item B-017	Item B-018
	Item B-019	Item B-020
Category C	Item C-001	Item C-002
	Item C-003	Item C-004
	Item C-005	Item C-006
	Item C-007	Item C-008
	Item C-009	Item C-010
	Item C-011	Item C-012
	Item C-013	Item C-014
	Item C-015	Item C-016
	Item C-017	Item C-018
	Item C-019	Item C-020
Category D	Item D-001	Item D-002
	Item D-003	Item D-004
	Item D-005	Item D-006
	Item D-007	Item D-008
	Item D-009	Item D-010
	Item D-011	Item D-012
	Item D-013	Item D-014
	Item D-015	Item D-016
	Item D-017	Item D-018
	Item D-019	Item D-020
Category E	Item E-001	Item E-002
	Item E-003	Item E-004
	Item E-005	Item E-006
	Item E-007	Item E-008
	Item E-009	Item E-010
	Item E-011	Item E-012
	Item E-013	Item E-014
	Item E-015	Item E-016
	Item E-017	Item E-018
	Item E-019	Item E-020
Category F	Item F-001	Item F-002
	Item F-003	Item F-004
	Item F-005	Item F-006
	Item F-007	Item F-008
	Item F-009	Item F-010
	Item F-011	Item F-012
	Item F-013	Item F-014
	Item F-015	Item F-016
	Item F-017	Item F-018
	Item F-019	Item F-020
Category G	Item G-001	Item G-002
	Item G-003	Item G-004
	Item G-005	Item G-006
	Item G-007	Item G-008
	Item G-009	Item G-010
	Item G-011	Item G-012
	Item G-013	Item G-014
	Item G-015	Item G-016
	Item G-017	Item G-018
	Item G-019	Item G-020
Category H	Item H-001	Item H-002
	Item H-003	Item H-004
	Item H-005	Item H-006
	Item H-007	Item H-008
	Item H-009	Item H-010
	Item H-011	Item H-012
	Item H-013	Item H-014
	Item H-015	Item H-016
	Item H-017	Item H-018
	Item H-019	Item H-020
Category I	Item I-001	Item I-002
	Item I-003	Item I-004
	Item I-005	Item I-006
	Item I-007	Item I-008
	Item I-009	Item I-010
	Item I-011	Item I-012
	Item I-013	Item I-014
	Item I-015	Item I-016
	Item I-017	Item I-018
	Item I-019	Item I-020
Category J	Item J-001	Item J-002
	Item J-003	Item J-004
	Item J-005	Item J-006
	Item J-007	Item J-008
	Item J-009	Item J-010
	Item J-011	Item J-012
	Item J-013	Item J-014
	Item J-015	Item J-016
	Item J-017	Item J-018
	Item J-019	Item J-020

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Insight Public Sector, Inc.

Standard Deployment			
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Storage & Data Management			
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Storage Deployment			
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Storage Devices - Disk Drives			
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Storage Devices - Network Storage

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Storage Devices - Storage Adapters

[illegible]

Storage Devices - Storage Service/Support

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Systems - Handhelds

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Systems - Port Expansion

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Product Category

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Video - Combined AV Devices

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Insight Public Sector, Inc.

Tab 2 – PROPOSED SERVICES AND SOLUTIONS

For any proposed services or solutions, Offeror shall provide the following.

1. For any proposed services and solutions, Offeror must provide a detailed price breakdown for each service or solution separately as well as totals for services provided together, if prices differ.

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

As you review our pricing proposal, it is important to understand a little about services engagements within the SLED marketplace. In general, there are several basic engagement methodologies that can be used depending on the type of project, the work requested, and other variables. In their simplest form, these methodologies are:

1. Fixed Fee Projects (can be a single, time-bound activity or a series of reoccurring activities)
2. Milestone Projects (including phases)
3. Exploratory Projects (cases where the work is not able to be tightly defined by the client)
4. Per-Unit Projects

The variance in these methodologies, along with inherent differences in the services offered by Insight, leads us to propose a pricing structure that contains two major components. These components, depending on the mixture of services required, are utilized together or separately for different portions of any one project. All services engagements shall be documented via a Statement of Work (SOW) to the Participating Public Agency prior to work commencing. These SOWs shall include the contract pricing details for the related engagement for clarity and auditing purposes.

The two components are:

- **Service Category Rates** (discounts below)
 - Cases where the work to be performed is presented to the client on a single (1) or per unit (2+) basis based on an agreed-to-list of assumptions and work to be performed.
 - Examples include per cable drop, per PC imaged, and per engagement.
- **Time & Material Rates** (discounts below)
 - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.
 - Pricing is broken into four tiers to allow for local market cost variances. Insight is solely responsible for determining which tier each Participating Public Agency falls into.
 - Examples of job titles include Project Coordinator, Consultant, and Architect II.

Service Category Pricing Discount Structure

Category rates are utilized when the work to be performed is presented to the client on a single (1) or per unit (2+) basis based on an agreed-to list of specific assumptions and work to be performed. These services may be provided on a per unit basis or at the engagement level.

Proposed Services and Solutions

Service Categories	Discount off MSRP
Consulting Services	15%
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.	
Deployment Services	15%
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.	
Out-sourced Programs	15%
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.	
Maintenance Services	10%
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.	
Lab/Integration Services	1%
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.	
IT Asset Disposal	1%
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.	
Service Desk	1%
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.	

Proposed Services and Solutions

Service Categories	Discount off MSRP
Remote Network and Security Managed Services	1%
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time and Material Resources Pricing Discount Structure

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Market Tier					Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
A	Business Analyst I, Project Coordinator (Technical), Service Technician	\$57.60	\$61.20	\$78.00	\$79.56	15%	\$48.96	\$52.02	\$66.30	\$67.63
B	Business Analyst II, Service Technician Sr.	\$63.60	\$67.20	\$74.40	\$87.36	15%	\$54.06	\$57.12	\$63.24	\$74.26
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	\$79.20	\$80.40	\$104.40	\$104.52	15%	\$67.32	\$68.34	\$88.74	\$88.84
D	Engineer	\$90.00	\$91.20	\$112.80	\$118.56	15%	\$76.50	\$77.52	\$95.88	\$100.78
E	Project Manager (Technical)	\$108.00	\$108.00	\$135.60	\$140.40	15%	\$91.80	\$91.80	\$115.26	\$119.34
F	Consultant I	\$150.00	\$156.00	\$174.00	\$202.80	20%	\$120.00	\$124.80	\$139.20	\$162.24
G	Engineer Sr.	\$126.00	\$127.20	\$157.20	\$165.36	15%	\$107.10	\$108.12	\$133.62	\$140.56
H	Project Manager Sr. (Technical), Manager Services	\$144.00	\$150.00	\$182.40	\$195.00	15%	\$122.40	\$127.50	\$155.04	\$165.75
I	Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center)	\$174.00	\$180.00	\$198.00	\$234.00	15%	\$147.90	\$153.00	\$168.30	\$198.90
J	Consultant Sr., Consultant II (Contact Center)	\$198.00	\$210.00	\$234.00	\$273.00	20%	\$158.40	\$168.00	\$187.20	\$218.40

Proposed Services and Solutions

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Market Tier					Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	\$198.00	\$201.60	\$211.20	\$262.08	15%	\$168.30	\$171.36	\$179.52	\$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	\$210.00	\$222.00	\$246.00	\$288.60	15%	\$178.50	\$188.70	\$209.10	\$245.31
M	Architect II , Project Manager Sr. (Consulting)	\$234.00	\$246.00	\$270.00	\$319.80	15%	\$198.90	\$209.10	\$229.50	\$271.83
N	Architect Sr., Architect I (Contact Center)	\$258.00	\$270.00	\$300.00	\$351.00	15%	\$219.30	\$229.50	\$255.00	\$298.35
O	Architect II (Contact Center)	\$300.00	\$300.00	\$300.00	\$300.00	15%	\$255.00	\$255.00	\$255.00	\$255.00
P	Sr. Architect (Contact Center)	\$330.00	\$330.00	\$330.00	\$330.00	15%	\$280.50	\$280.50	\$280.50	\$280.50
Q	Specialty	\$370.50	\$390.00	\$432.90	\$507.00	15%	\$314.93	\$331.50	\$367.97	\$430.95

Proposed Services and Solutions

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

Geographic Market Tier Definitions

Geographical differences exist in IT labor costs across the United States. Insight has chosen to offer four tiers for our hourly time and materials rates. We have provided a breakdown of our market definitions below. Please note that Insight reviews and updates, as needed, the markets identified in these tiers on an annual basis based on market conditions. The structure below reflects our current 2015 structure. This tiered structure allows Insight to aggressively offer market competitive rates throughout the United States. All time and material SOWs will clearly indicate the U.S. Communities client pricing structure and discounts offered for client review and auditing purposes.

Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA Austin, TX Charlotte, NC Columbus, OH Dallas, TX El Paso, TX Fort Worth, TX Houston, TX Indianapolis, IN Jacksonville, FL Memphis, TN Nashville, TN San Antonio, TX St. Louis, MO Tampa, FL	Denver, CO Detroit, MI Phoenix, AZ	Boston, MA Chicago, IL Los Angeles, CA Minneapolis, MN Philadelphia, PA San Diego, CA Seattle, WA Washington, DC	New York, NY San Francisco, CA San Jose, CA

While Insight provides services throughout the United States and has an exhaustive infrastructure that allows us to handle all sizes of services engagements, we have only listed the top twenty-five (25) major metro areas for ease in reviewing our response. Pricing for Participating Public Agencies outside of these major metro areas will be in accordance with Insight's services engagement model and our go-to-market strategy and will be documented in the Agency's SOW.

As you review our services pricing proposal, please note the following:

- Our pricing logic allows Insight to offer all our existing and future service offerings through any resulting contract.
- Time and material rates are offered at the category level. Job titles and MSRP are assigned to the category level and reviewed annually. The discount percentage offered will remain constant.

Proposed Services and Solutions

- All time and material rates assume a minimum of eight (8) hours per resource engaged.
 - All pricing provided through any resulting contract will be documented via a SOW and reviewed and agreed to by the client prior to any work commencing.
 - The functional roles listed on the time and material rates pricing structure contain typical job titles in the category listed. Job titles may change categories and be added or removed over time. The categories offered shall remain consistent throughout the life of any resulting contract.
2. ~~All prices offered in the cost proposal shall include labor, supervision, equipment, travel and any other incidentals to complete the solution, application or service.~~ **Revised in Addendum 2** as follows:
- All prices offered in the cost proposal shall include labor, supervision, equipment and any other incidentals to complete the solution, application or service. Offeror shall provide travel services separately in its cost proposal
- Response:** The U.S Communities contract is being offered nationally, which causes unique factors to enter into play, such as freight averaging, variations in local costing, travel costs, etc. Insight reserves the right to charge travel, per diem, equipment and any related operational costs as may be required for any specific engagement. All charges involved shall be documented and quoted to the Participating Public Agency at the individual SOW level and mutually agreed to by both parties prior to work commencing. Fees and rates shall be negotiated at the SOW level, as appropriate.
3. Labor categories shall be displayed on a cost per hour, either all-inclusive or cost per position (director, technical architect, project manager, etc.).
- Response:** Insight has read, understands, and has provided our proposed pricing structure in our response to Question 1 above.

Tab 3 Additional Offerings

1. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume, bundled solutions, applications, products and services, etc., to Participating Public Agencies.

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

Upon contract award, Insight will work with its manufacturer and publisher partners to offer specific dollar-defined pricing incentives under the contract. Under our existing U.S. Communities contract, Insight has successfully worked with partners such as HP, Dell, and Plantronics to offer contract-specific pricing programs. We will continue to pursue pricing programs with our partners post-award.

As the U.S. Communities contract is an optional use contract, we understand that being competitive is a critical component for success, and we will act accordingly to ensure that success.

2. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, transit authority, etc.

Response Should a group of Participating Public Agencies in a local geographic area choose to combine requirements and purchase a standardized set of products and services, Insight will work with our manufacturer partners to request volume discount pricing and will leverage any contract-specific pricing programs extended by the manufacturers. Further, Insight's contract module has the ability to fully support these incremental offers for any sub-set of PPAs that may choose to group together. This functionality extends to our website and B2B capabilities.

3. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of solutions, applications, products, and services during the term of the contract. Please refer to paragraph 9.

Response We believe we've established best-in-class sell prices that are extremely competitive for run-rate purchases, and we have intentionally structured our proposed contract pricing to be dynamic with the broadest possible scope. As market prices change over time, our \$5 billion purchasing power and direct manufacturer relationships will enable us to drive market decreases to Insight's list price, and thus to the U.S. Communities contract pricing, ahead of the competition. This same buying presence with our manufacturers will also provide us further leverage in seeking out specific product pricing opportunities based on excess supply, technology rolls, etc.

For Technology Products, as market conditions and Insight's cost structure changes, the U.S. Communities pricing will automatically reflect these changes. This dynamic approach to contract pricing allows PPAs to enjoy the best possible pricing available. Insight's highly sophisticated supply chain management tools provide Insight up-to-the minute pricing with all major manufacturers and distributors. By allowing this contract to tie directly into these supply chain resources, Insight is both reducing the cost of its contract management (thereby allowing us to pass along additional discounts due to

Additional Offerings

lower overhead costs), as well as allowing each PPA to enjoy the best pricing available. Insight commits to ensuring that the pricing offered under this contract will be offered at the minimum discounts listed for each of our product categories for the life of the contract.

For Technology Services and Solutions, we believe the pricing structure provided in our response is flexible enough to allow for a broad range of services offerings at competitive rates.

Based on our experience as an existing U.S. Communities contract holder, we do not anticipate having to request a change in the pricing structure unless there is a radically new technology solution that enters the market. Should circumstances require a change to our pricing structure, we will work with the County to request a formal amendment to the contract.

Additionally, in accordance with Paragraph 43 of the General Conditions and Instructions to Offerors in the RFP, Insight will pass along any general price reductions to PPAs for products purchased under the contract.

Tab 4 Scenarios

1. Offerors are asked to take the pricing offered in Tabs 1 through 3 and apply it to the scenarios listed in Attachment 1.

Response: Insight has provided pricing for each scenario in accordance with the pricing structure outlined in Tabs 1 and 2.

2. Response to scenarios must identify the technical capabilities to meet the scenario along with the cost of these technical capabilities.

Response: Insight has provided a comprehensive solution to both scenarios outlining our technical capabilities and the cost of those technical capabilities.

3. Scenarios are examples of what might be purchased off a contract of this nature and will be used to evaluate offerors cost reasonableness.

Response: Insight has read and acknowledges.

Attachment 1

SCENARIOS**Scenario #1**

A metropolitan County has decided to procure and implement a Body Camera system in its County.

The County's police force consists of 250 officers with multiple stations throughout the County.

Your response should include the following:

- All Hardware necessary for this project (Assume that no current hardware exists that can support this addition to the infrastructure). Examples include but are not limited to: cameras, servers, computers, and peripherals associated with these items.
- All Services necessary for implementation, testing, training and support (Use labor categories proposed).
- Software – any and all software associated with the capture, interface, storage and redaction of data.
- If proposing a solution, be sure to include all of the items above.
- Interfaces to be considered but not limited to are: CAD, records management
- Security of all data
- Cloud solutions for storage if offered including the security of your cloud solution
- Redaction services
- Annual maintenance and support costs

Response: Please see the proposed solution on the following pages.

U.S. COMMUNITIES – SCENARIO 1 – Metropolitan County Body Camera System

Overview

The implementation of a Body Worn Camera (BWC) solution can help the County achieve the following benefits:

- Enhancing officer safety
- Improving agency accountability
- Reducing agency liability
- Simplifying incident review
- Enhancing new recruit and in-service training (post-incident video review)
- Improving community relations and media perceptions
- Advancing criminal prosecution and case resolution
- Enhancing officer performance and professionalism
- Increasing homeland security
- Upgrading technology policies and procedures

Insight's relationships with major manufacturers who provide Body Worn Camera solutions include Panasonic, Getac and many others. For the purposes of this Scenario, Insight's response outlines the Panasonic Body Worn Camera products, and server/video management system – Arbitrator SafeServ Management Software - as a solution to meet the County's needs.

The Panasonic SafeServ Management Software is scalable and easy to use for the capture and management of digital evidence. It is a case management system for all digital media. The software can integrate CAD / RMS / BWC. It has the flexibility of being deployed to a data center or locally based server and the option for cloud storage is on the Panasonic Roadmap for 2016.

Introduction

Insight's highly specialized teams are dedicated to offering customized solutions with services that range from initial consulting, procurement, deployment to long-term maintenance and support of a variety of solutions, including video, wireless, and ticketing.

What differentiates Insight from our competitors is our long-term experience with providing public safety video recording solutions, and our team of professionals will meet and exceed the expectations of the County. Insight has worked with a number of partners for similar projects including Getac, Panasonic, Data911, and Brazos. For purposes of this Scenario, the partners we have selected represent a "best of breed" team uniquely positioned to comply with the requirements. The team includes:

- **Insight:** Overall project ownership as the Prime Vendor on this project.
- **Panasonic:** Ruggedized video recording devices and software platform (SafeServ) for the BWC requirements.
- **Dell:** Server, Storage platforms and PC Platforms.

Qualifications

The County has defined a key initiative to deploy a video recording system to perform the mission-related Body Worn Camera (BWC) video documentation functions required of a major law enforcement agency. The effort is a key component of the long-term strategy, and if done properly, will enable the County to support its overall goals and mission.

Insight is very confident in our capabilities to support the County in their efforts, based on our extensive prior experience with similar situations, the technology platforms and migration steps required, as well as our ability to work with County personnel to address the social issues this type of program will require. The key success factors will include a solid Project Management Office (PMO) function, excellence in logistics and program management, seasoned technical personnel armed with the necessary tools, and a standards based approach to the overall project.

Our past experience and overall pedigree in large scale rollouts within Public Safety, founded on our world-class project methodology, assures our clients' success. While no project is without difficulties, and the County will likely have some substantial challenges, it is our belief that we are uniquely positioned to satisfy the broad requirements contained within this Scenario.

Our Understanding of the Problem

It is our understanding that the County intends to procure a turnkey Body Worn Camera (BWC) solution, which includes the digital surveillance system, accessories, installation, infrastructure and related services to support the Police Department's 250 sworn officers.

While this response assumes no In-Car Video is available and the County will operate the BWC as a standalone platform, it is important to note the solution does have the ability to integrate the BWC solution into an existing in-car MDT platform.

In addition, Insight assumes all network, wireless and similar infrastructure requirements are already in place for the Scenario. We also understand that the various video and audio evidence inputs should be integrated into a common system. The system should also have the ability to interface with other existing and future County systems.

All data will be uploaded via a direct connection to new County servers for on premise storage and retrieval. The solution offered includes a software license package and maintenance and technical support agreements.

Insight believes the BWC will be deployed to all officers as part of a multi-phase project. We also understand the County envisions training, for all officers and support personnel, taking place at a County Government facility. All files created by the system can be exported to an editable format, which can then be redacted using COTS software available from a number of manufacturers.

Overview of the Solution

Insight Public Sector will provide the County with an end-to-end, turnkey digital surveillance system. Insight's offering will include a Body Worn Camera solution (BWC) that is easily managed and with evidence quickly accessible to the County.

In light of the County's desire for flexibility coupled with industry recognized vendors, Insight will provide a Panasonic-based BWC solution. Based on the size of the project, Insight recommends a phased approach to the BWC deployments and our properly documented quality control measures will ensure a final product that meets the County's standards.

Body Camera System

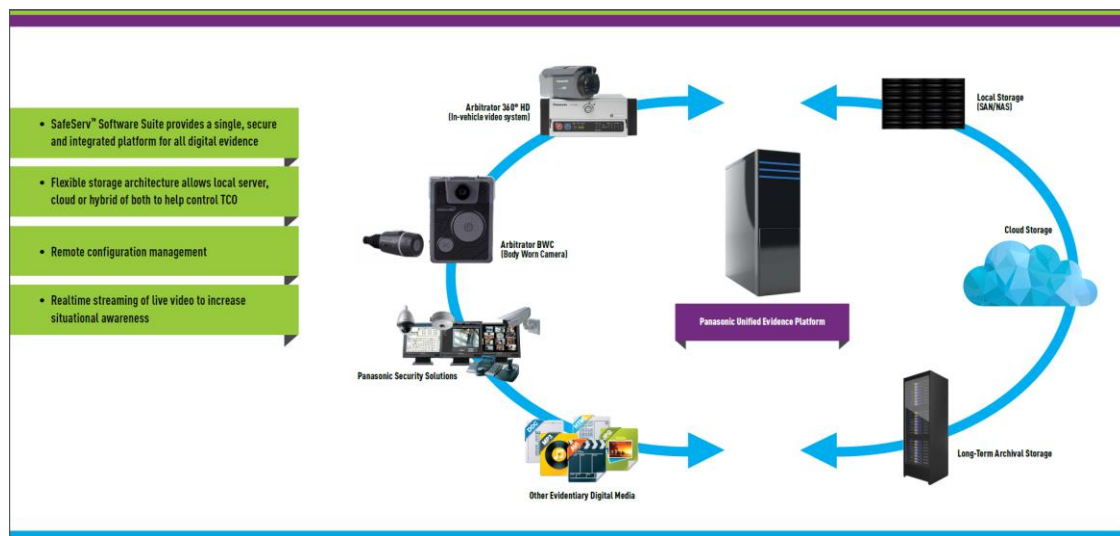
The solution will include a BWC, which can be integrated into existing County Public Safety systems. Evidence will be managed, stored and retrieved using server and storage components familiar to the County staff. The combination of quality design, professional installation and industry-leading hardware and software will allow the County to confidently provide a video record of actions in the field.

In a stand-alone deployment, there is no interaction with the BWC and the MDT in the vehicle, and as a result no access to CAD. The Panasonic SafeServ software does offer certain functionality and connectivity which can reside on the MDT with other applications. As part of the scenario, Insight is recommending that specific workstations be installed in the stations which could offer access to other Public Safety applications.

Each BWC video file has a unique hash associated with it to ensure data integrity. The data resides on a physical server and will use Windows-based security to restrict file access at a Windows level. The software has an extensive rights/roles based security model, and within the SafeServ software, permission-based access to videos can be granted or restricted by user/group.

Software Solution

Panasonic Unified Evidence Management System (UEMS) offers public safety organizations a platform to securely store and manage everything, from in-vehicle video and body-worn evidence capture, to surveillance footage and evidentiary digital media – all with this single-platform software. The UEMS helps organizations minimize and optimize storage costs and archive data to an on-premise disk, cloud storage or other disk archiver systems. With a centralized configuration management for the Arbitrator 360®™ HD in-car digital video recording system, the Arbitrator® BWC™ (body-worn camera) system and Panasonic i-Pro network surveillance systems, provide real-time streaming to support officers in the field. Capture all the evidence and stay organized with this easy-to-use software solution.



While redaction services do not currently exist natively in the Panasonic UEMS, video can be exported to standard format and a third party redaction software can be used. Insight is offering Adobe Premiere, the fastest and most efficient nonlinear video editor, to meet the redaction service requirements.

Panasonic Arbitrator BWC

The Arbitrator® BWC protects officers with HD-quality video evidence capture they can wear. Engineered with upgraded features based on real officers' feedback, the Arbitrator BWC provides 130 degrees of evidence capture with GPS metadata, pre- and post-event recording and WiFi for easy offloading. When paired with the Arbitrator 360° HD in-car digital video recording system and the Unified Evidence Management System (UEMS) software suite, it represents a comprehensive video evidence capture solution for any agency.

Arbitrator BWC Highlights include:

- Up to 720p HD video capture
- Rugged IP-54 Rating
- 130-degree view
- Automatic recording feature
- Built-in GPS & WiFi
- Smartphone integration
- Classify at the camera



Engineered for law enforcement use, the Arbitrator BWC is MIL-STD-810G-tested for resistance to shock, vibration, extreme temperatures, dust, moisture and other harsh conditions. Featuring a variety of mounting and secondary camera options, the Arbitrator BWC goes fearlessly where other cameras cannot. Weight is a big factor for the officer who is required to wear pounds of equipment, so at 4.6 oz. the Arbitrator BWC is a lightweight, professional looking addition to any uniform.

With built-in WiFi, USB and docking offload options, evidence storage and archiving is simple. Pre- and post-event recording, auto-ON and a photo function ensure effortless capture of evidence with a range of metadata including GPS, chain of custody and classified options.

Incidents don't always happen near the vehicle. For another angle on the scene, the Arbitrator BWC captures an officer's POV in 720p HD video with crisp, clear audio. Combined with the Arbitrator 360° HD in-vehicle evidence capture system, the Arbitrator BWC provides greater visibility into every incident, with simple management using the UEMS software suite.

BWC Workstations

As part of the proposed solution, Insight will deploy BWC Workstations amongst the County Police Stations. The workstation will consist of a Dell Optiplex PC and will direct connect to a Panasonic 10 Bay Device via USB. The Dell PC will connect to the County network via an existing Ethernet connection.

The workstation will be utilized by the officers to access the UEMS and allow for any additional classifications or updates to video evidence records, as well as offer the capacity to access other County systems as needed. The BWC Workstation will be configured with the necessary Panasonic software and will offer seamless and automated uploads and charging via USB connection through the County network to the back-end system. In addition, the 10-bay cradles will charge the BWC, ensuring officer shift readiness.

Insight will deploy 25 Dell workstations, Panasonic 10bay cradles and all associated peripherals to the County-designated station locations as part of the deployment effort.

Servers

Panasonic SafeServ is installed on Microsoft SQL Server products, conforms to virtualization, and supports Microsoft conforming storage media (NAS, iSCSI, etc.).

Minimum Specifications

- Dedicated Option
 - One Server, Windows Server 2008 or newer, Two 4 core CPU (prefer dual CPU such as Intel x7650), 32 GB RAM or higher, 50 GB RAID Drives, Dual Power Supplies.
 - Storage for above

Server & Storage Hardware

Insight will install the following equipment as part of the project. The County will provide space within their data center or other suitable environment for all equipment, to include but not be limited to: Rack space, environmentals (power, cooling, etc.), connectivity and backup.

Server: Dell R730

- Intel Xeon E5-2637 4 cores, 8 threads 3.5 GHZ with Turbo (2 Processor)
- 16 GB RAM
- 8x600 GB SAS HDs
- Dual Power Supply
- Windows 2008 R2 64 Bit
- DVD/RW
- Dual Ethernet
- Rack mount
- Rails
- Keyboard, monitor and KVM



Storage: Dell PowerVault Direct Attach Storage (MD1400)

The system can manage all types of digital evidence, ensuring a secure and auditable data source. Based on the requirements, Insight is recommending a storage solution with a total usable storage of 50.95 Terabytes.

Our storage size justification and assumptions are as follows:

- 1-year retention of all video
- 250 officers, each officer issued a BWC
- 3 shifts per day, 12 officers per shift
- 1 hour of video per BWC



Warranty, Support & Servicing

Insight's proposed solution includes the following warranties and support.

Panasonic Warranty

Panasonic provides a comprehensive program that includes three (3) years of coverage on the Body Worn devices.

Dell Warranty

The Dell warranty offered on the server and storage is 3 year Pro support, 4-hour response.

Delivery, Installation & Training

Insight's proposed solution includes the following delivery, installation, and training services:

Product Delivery & Lead Time

Upon award, Insight will work with the County to develop an overall project plan. The plan will incorporate all elements of the program, to include the product delivery and logistics. Typically a project of this size will require 2-4 weeks of lead time on all product aspects to ensure a timely and cost effective delivery of the project.

Project Kickoff & Discovery

A project implementation team will be responsible for leading in-depth meetings to discuss vehicle and backend installation and the implementation of video capture, movement of files (including upload optimization), content management, storage workflow, retention policies, incident tagging, evidence sharing and workflow efficiency. We anticipate meeting with the department onsite two to three times or as needed over a period of 15-30 days.

Implementation Management

An onsite Project Manager (PM) will be assigned to the department implementation to provide overall coordination of communication, execution, and quality control. It is assumed that the PM will be assigned to the project for the duration of the program. The Project Manager will be the single point of contact during project planning, implementation, and execution. They will be responsible for streamlining communication between the department, the implementation team, installers and all additional supporting resources. Key steps and deliverables include:

1. **Project Plan:** Based on kickoff and discovery meetings, a detailed plan will be developed that encompasses all aspects of the project.
2. **Schedule:** Develop detailed project plan to keep track of schedule and progress thresholds. The County will be notified of specific milestones as they are met in order to make sure everyone is synced before moving forward.
3. **Project Pre-implementation Meeting:** Project Manager and other key personnel meet with key departmental personnel to go through schedule details and identify any risk factors, schedule conflicts, etc.
4. **Action Items:** As a result of the Project Pre-Implementation Meeting any and all action items will be prioritized and assigned and communicated to departmental personnel.
5. **Status Reports:** As the project implementation progresses, status updates will be relayed to departmental personnel.
6. **Project Changes:** Any changes that need to be made as identified by the implementation team and the County will be documented for all parties involved. If the changes involve additional resources or costs, they will be submitted to the County for further approval.

Implementation Milestones

The Implementation Team is responsible for performing the work necessary to successfully implement the entire proposed solution. This team may consist of the Project Manager, Technical Solutions Manager, Technicians, Engineers and Installers. This team will accomplish the following, as applicable:

- Deployment of all Body Worn Camera systems to officers
- Backend network discovery with IT personnel

- Backend server hardware installation and software installation
- Workstation setup
- Configuration of all BWC systems
- Backend quality check to ensure all items are working correctly
- Resolve any issues identified by quality checks.
- Repeat system quality checks if any changes were necessary based on the above quality checks
- Post-implementation meeting for overall implementation acceptance
- Issue resolution identified in post-implementation meeting and project clean up

Back Office Installation

Panasonic SafeServ is a Windows Server / Microsoft SQL Server backend management application that runs on industry standard hardware. During the planning process, the project implementation team will work closely with the department to define backend server, storage and networking requirements based on departmental goals and objectives. Prior to the initial BWC installations, Panasonic-certified technicians will visit the department to install the backend software application in conjunction with departmental IT resources.

Major back-end installation milestones include:

- Pre-planning as part of overall project implementation
 - Document customization configurations (retention policies, metadata forms, user roles, authentication integration, security policies, system integrations, etc.)
 - Finalize server and storage hardware
- Equipment purchase and delivery
- Equipment installation and networking
- Software installation and testing

Recommended Departmental Resources

The level of staffing required to help implement and support this project will depend on the skill sets and experience available at the department and/or the County. Dedicated staff with lots of experience are more efficient than a larger staff with less experience. Some of our clients have dedicated staff of 1-2 people who manage everything while others divide the tasks among a larger group. Insight will work with the County to define the optimal levels, and Insight can provide long-term contract personnel to the County to fulfill this requirement. Staff with the following areas of expertise is recommended:

- Networking – In-depth technical knowledge on all aspects of the network, firewalls, proxy servers, WIFI, routers, gateways, etc.
- Servers & Storage – In-depth technical knowledge in all aspects of servers and storage, including Windows Server 2008/2012, SQL Server 2008/2012, IIS, Active Directory, LDAP, SAN, NAS, RAID, etc.
- End User Applications – Knowledge of all applications used by the department and officers on a daily basis, including dispatch, ticketing, in-car computing platform, radar, ALPR, etc.
- Evidence Policies & Management – In-depth knowledge of County and state standards, chain of custody requirements, evidence management, etc.
- Fleet Management – Knowledge of automobile electrical and physical systems, including officer safety features such as airbag deployment area.

The deployment plan can be adjusted if needed once we understand the department's workforce.

On-Site Training

On-site training will be provided by Insight to the County, and manufacturer manuals are available for the system. The County will determine the on-site training location. Training sessions are customizable based on needs.

A sample curriculum is as follows:

1. Officer Training (25 Officers per session)

- a. PowerPoint and live demonstrations of hardware, software and backend
- b. End users will perform hands-on practical exercises during training
- c. Attendees should be able to perform day-to-day tasks such as recording, uploading data, finding data in backend, video playback, burning and/or electronically sharing data, etc. at conclusion of class
- d. Attendees should be able to train other end users at conclusion of class
- e. Handouts will be provided

2. Supervisor, Administrator & Evidence/Records Clerk Training

- a. Personnel attending this class will be identified by department and should have already attended end user class above
- b. This class is more in-depth on searching, playback, file sharing, configuring units, accessing generating reports, adding/editing users, and other items identified by department supervisors
- c. Live demonstration and hands-on practical exercises

3. IT Training

- a. Personnel attending this class will be identified by department
- b. This class will be an overview of the entire system, including the BWC hardware/software and how it relates to the backend software.
- c. This will be combination of hands-on and Q&A session in the classroom, at the server(s), workstation(s).

Infrastructure

Insight has proposed certain key elements as part of our response to include servers, storage and BWC.

Insight assumes we will deploy the solution using existing Internet and network connections. We understand the deployment will leverage the County's existing Microsoft Active Directory deployment for all user entitlement and rights management. Insight has provided labor rates and can also supply the necessary design, cabling and deployment services for any Wi-Fi solution needed throughout the County. In addition, we have extensive capabilities with the Microsoft platform and can provide similar architectural, design and deployment services on those related platforms as well.

Project Management

Insight recognizes that the most critical success factor for any project is its project leadership. Insight's PMO is staffed with teammates who possess the skills and experience necessary to successfully deliver complex projects.

By using proven planning and control methods, Insight's PMO will help the County define and achieve agreed-upon goals, as well as coordinate multiple resources within time and cost restraints. Our proven methodology provides a straightforward process to set the project on the path to success.

Insight Project Management Methodology

Insight's Project Management Methodology involves the following phases:



This methodology is time tested and proven through the successful completion of many large-scale technology deployments.

Insight's methodology paves the way to success via:

- Active management of project Scope (including Change Control), giving coordinated, measurable, and traceable visibility into all aspects of project delivery.
- Utilizing formal schedule planning methods such as PERT and Gantt, which have effectively evolved over more than a century.
- Communications planning provides a straightforward way to define what is needed, how to do it, and who will do the work.
- Developing a risk plan to identify and resolve problems before they impact the project.

Benefits of the Insight PMO:

- Provides a single Insight focal point
- Ensures everyone is working towards the same goal
- Allows rapid deployment of new systems and technology
- Minimizes disruption to daily business activities
- Provides timely access to Insight Resources
- Simplifies budgeting

Deliverables

Insight will provide the following deliverables:

Project Management

- Regular status report
- Project work plan
- Change control documentation

BWC Installation

- Implementation test plans
- Overall system design and configuration
- Administrative and end user training presentation
- Installation and deployment of physical servers

Insight Responsibilities

Insight is responsible for the following:

- Insight will provide technical leadership and consulting for the configuration and deployment of the Insight-provided technologies.
- Insight will provide the applicable and necessary labor, consultation, materials, project management and/or tools to perform the services and provide the deliverables described herein.

- Insight will install Back End Client on designated work stations.

County Responsibilities

The County is responsible for the following:

- County will provide IT resources for assistance with server installation.
- County will be responsible for assisting in the implementation and testing of all required storage.
- County will provide authentication information for wireless network.
- County will provide a list of classifications.
- County will provide storage retention schedule.
- County will be responsible for configuring and implementing the LAN components (switches, firewall, etc.) of this project.
- County will be responsible for all network-related documentation for the LAN components.
- County onsite personnel will be available to confirm business requirements, review high-level and detailed designs, and provide hands-on support of the implementation.
- County will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Insight to complete or meet the project-specific milestones.
- County will ensure the Insight project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the services for the duration of the services. In addition, County will ensure the work environment is free of hazardous materials, including asbestos, and that all Insight personnel are provided with all necessary safety equipment and training while on County's site.
- County will be responsible for providing adequate and secure onsite storage for all deliveries.
- County will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
- County will communicate any issues or concerns with respect to the services or deliverables in a timely manner.

Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement:

- Insight will not guarantee the performance of the existing LAN infrastructure.
- Insight will utilize existing County network for transport and/or upload of all data related to the deployment of the Body Worn Camera solution. Body Worn Camera upload will be accomplished via docking stations/Desktop PCs attached to County/County provided network connections.
- All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight in writing.

Body Camera System

- Insight will schedule resources upon receipt and acceptance of a fully executed SOW/Services Agreement and a Purchase Order (to the extent required) from County.
- Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
- Insight has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent any such services are required, such services will be performed by another person or entity engaged directly by County.
- Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to County.

Pricing

Insight's proposed pricing for completion of the project is as follows. Should any elements of the schedule and/or baseline change during the execution of the project, additional time, associated fees, and expenses may be required and will be documented via a change request form.

Description	Quantity	MSRP Unit Price	USC Discount	USC Max Unit Price	USC Max Extended Price
Body Worn Camera Kit. Includes, mounting plate, battery, storage card, mounting clips for shirt and pen pocket (Does not include 2nd camera)	250			\$ 1,232.14	\$ 308,035.00
Wearable Camera License Pack Bundle for Server (Up to 250 BWC)	1			\$ 6,558.15	\$ 6,558.15
Body Worn Camera 10-bay USB offload and charge device	25			\$ 1,120.04	\$ 28,001.00
Dell OptiPlex 7020 - 1 x Core i5 4590 / 3.3 GHz - RAM 4 GB - HDD 500 GB - DVD-Writer / HD Graphics 4600 - GigE - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - keyboard: US English (QWERTY)	25			\$ 676.28	\$ 16,907.00
Dell PowerEdge R730 - Server - rack-mountable - 2U - 2-way - 1 x Xeon E5-2637v3 / 3.5 GHz - RAM 16GB - SAS - hot-swap 2.5" - HDD 600 GB - DVD - keyboard: US English (QWERTY)	1			\$ 11,423.03	\$ 11,423.03
Dell Storage MD1400, 12 HDS 3.5", Rackmount, 2US	1			\$ 17,755.85	\$ 17,755.85
Dell Professional P2213 - LED monitor - 22"	25			\$ 178.28	\$ 4,457.00
Dell E2014H - LED monitor - 19.5" - with 3-years Advance Exchange Service	1			\$ 115.24	\$ 115.24
Microsoft Windows Server 2012 R2 Standard - license	1			\$ 589.95	\$ 589.95
Microsoft SQL Server 2014 Standard Core Edition	4			\$ 2,397.06	\$ 9,588.24
Adobe Premiere Elements (v. 13) - license	1			\$ 91.13	\$ 91.13
Deployment Services	1	\$ 52,308.48	15%	\$ 44,462.21	\$ 44,462.21
Total Hardware, Software and Services					\$ 447,983.80
Option: Body Worn 2nd camera kit- long cable (3 feet), mounting plate, mounting clip for epaulet	250			\$ 241.30	\$ 60,325.00

Insight reserves the right to charge travel, per diem, equipment and any related operational costs as may be required for the engagement. All changes involved shall be documented and quoted in a Statement of Work mutually agreed to by both parties prior to work commencing.

Scenario #2

A metropolitan City has decided to procure and implement a human services case management system in their jurisdiction for the provision of intakes, assessments, determining eligibility, case notes, tracking client progress, measuring outcomes, providing referrals.

The City currently has 50 case workers and 7,500 consumers of services.

Your response should include the following:

- All Hardware necessary for this project (Assume that no current hardware exists that can support this addition to the infrastructure). Examples include but are not limited to: laptops for case workers, servers, and peripherals associated with these items.
- All Services necessary for implementation, testing, training and support (Use labor categories proposed).
- Software – any and all software associated with the capture, interface, storage and redaction of data.
- Include all interfaces to be considered, including but not limited to records management, court records, and health data.
- Security of all data
- Cloud solutions for storage if offered including the security of your cloud solution
- Redaction services
- Annual maintenance and support costs

Response: Please see the proposed solution on the following pages.

U.S. COMMUNITIES – SCENARIO 2 – Metropolitan City Human Services Case Management System

I. ENTIRE AGREEMENT: This Statement of Work ("SOW") is effective as of the date last signed below ("SOW Effective Date") and is subject to the Master Agreement between Insight and Client and its Affiliates (if applicable) (the "Agreement"). This SOW, including the Agreement and all documents either attached or incorporated by reference, make up the entire agreement with respect to the subject matter in this SOW. Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW.

II. SCOPE OF SERVICES: Insight is pleased to offer the following services ("Services"). under the terms and conditions of this SOW.

A. Service Description:

Insight Services will be utilized to enable Client to complete the installation, configuration and deployment of the Human Services Case Management System for the provision of intakes, assessments, determining eligibility, case notes, tracking client progress, measuring outcomes, and providing referrals. The scope of services includes the following:

1. Project Management Services – see description below
2. Pilot Phase and Testing / Production Installation
 - Installation Services - Installation and configuration of onsite server installations including HOT SPARE server in the Client data center including APC backup units
 - Setup and configuration of the online backup (cloud-based) human services case management system - ClientTrack – to the cloud in a HOT SPARE configuration
 - Network pre-configuration steps
 - Server failover testing
 - Data testing and configuration services for the cloud-based backup services
 - Software implementation and ClientTrack consultation
 - Existing data importation into ClientTrack
 - Data validation testing
 - ClientTrack laptop configuration / pilots
 - Integration lab services for fifty (50) laptops
 - Training phase of ClientTrack administrators – one (1) week
 - Training of ClientTrack case workers – five (5) days onsite

B. *Scope and Approach*

Insight will perform the following Services:

1. **Project Management**

- Serve as the primary point of contact on all project issues, needs and concerns
- Facilitate a kickoff meeting to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and potential downtimes)
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Provide team leadership and guidance
- Identify, escalate, and document project issues as necessary
- Manage the change control process and complete "Change Request" documentation as required
- Schedule and conduct team update/status meetings
- Manage the communication plan to ensure succinct and orderly communication between the involved parties
- Conduct project wrap-up meeting to review results, lessons learned and future opportunities for recommendation
- Communicate work instructions or updates to technicians prior to site arrival
- Receive updates from technicians and communicate status back to Client
- Verify onsite tasks were completed in accordance with Client-provided instructions and checklist
- Communicate with project stakeholders and suppliers as required
- Provide required status reporting as defined
- Handle equipment/product tracking
- Coordinate hardware replacement, scheduling and logistics
- Provide program management and alignment of multiple work streams for location-based refresh cycle

ClientTrack

ClientTrack is, at its essence, a case management software solution. A cloud-based software solution, the software can run locally for local replicated data storage and can be configured to suit the needs of local government agencies providing health and human services.

Developed and engineered for more than a dozen years by experts in both human services and technology, the ClientTrack solution helps organizations improve efficiency in day-to-day tasks, such as determining eligibility, developing case notes, tracking client progress, measuring outcomes, and providing referrals.

ClientTrack provides data intelligence that can drive decisions, inform policy, as well as promote and oversee partner performance. The software is compliant with various government regulations and can effectively capture intakes, input case notes, make assessments, and track outcomes to prove the impact of services.

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The software can be implemented within weeks and features a simple, easy-to-use interface which ensures an easy training environment.

Increasingly, city, county, and statewide governments are providing more care and services to their constituents and need a comprehensive, yet flexible system that can collaborate with multiple organizations and different technologies.

ClientTrack is a solution that can be implemented to service multiple simultaneous needs including Homelessness, Child and Family Services, Workforce Management, Disability Services and more. Agencies that use ClientTrack often save money by eliminating the need to purchase separate software solutions for separate programs.

ClientTrack has a robust security model featuring heavy encryption and anonymous client data-entry ensures security, privacy, and confidentiality of client information where it matters most.

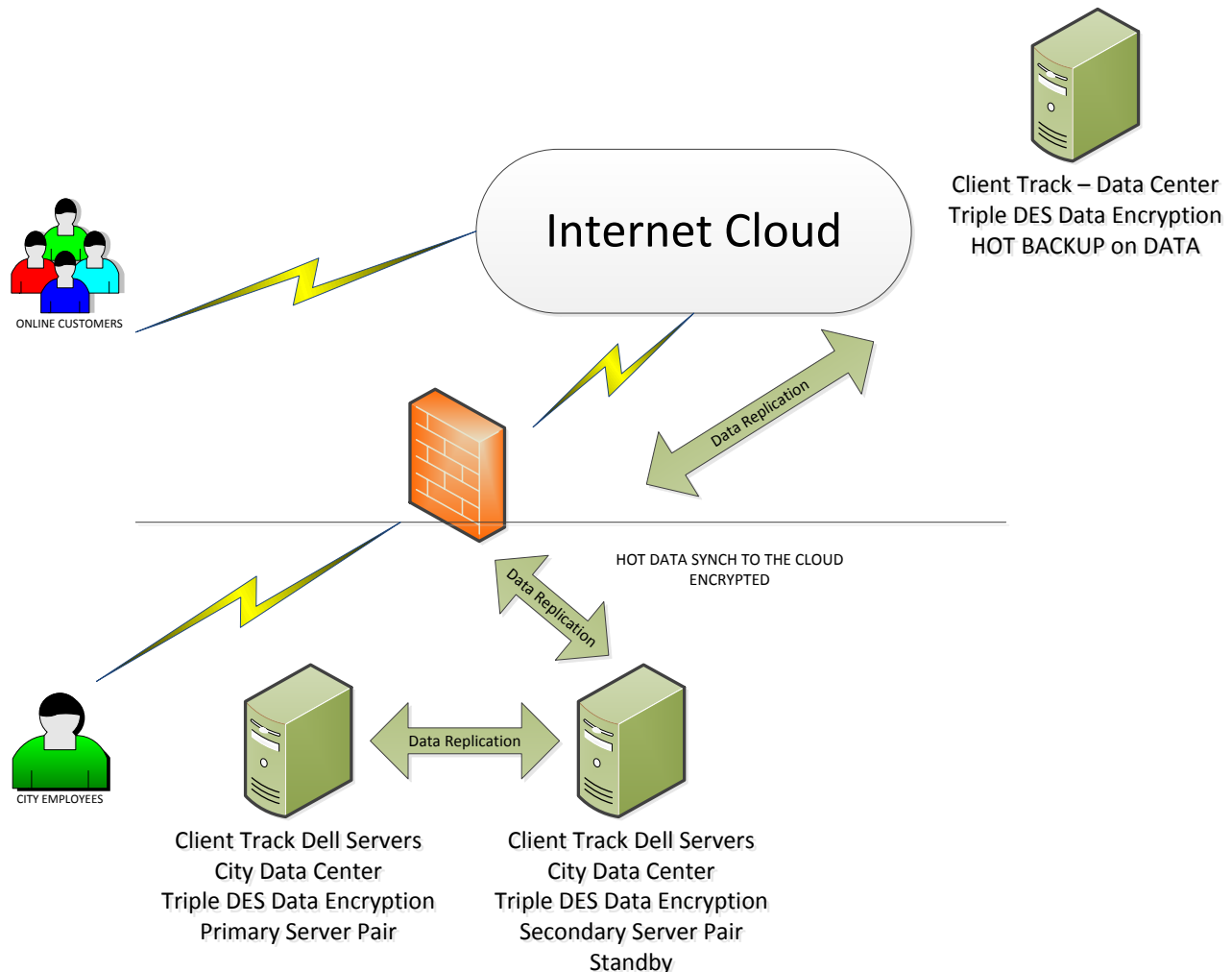
ClientTrack software is also HMIS compliant. Their expertise in human services will help ensure that the City's ClientTrack configuration will comply with all regulations and standards, including the most recent HMIS data standards changes from HUD.

ClientTrack's cloud-based solution is highly configurable and engineered to collaborate with multiple organizations and different systems. With ClientTrack, users can:

- **Review caseload information** – Via the dashboard, reports, or Data Explorer™ (that performs detailed and in-depth analysis on their caseload as a whole).
- **Link documents to case files, including scanned documents** – ClientTrack includes the ability to upload scanned files in direct association with client accounts. Additionally, the Chrome and Firefox browsers allow for an image captured through a webcam to be directly associated with the client account.
- **Track and analyze relationships** – Multiple contacts can be associated with the client's record, thus relationships can be more specifically analyzed.
- **Search or set any field, merge data, run reports on caseload** – ClientTrack's Form Designer™ allows case managers to set any field as a search field on a search form, and create additional data collection fields, and merge client records.
- **Track applicants/admissions and discharges and view in multiple programs** –Users can record client participation in various programs, collect admission and discharge information, and manage multiple concurrent programs.
- **Edit and highlight case notes** – Progress notes include several editing/formatting capabilities in ClientTrack, including spell check, font, font size, and text coloring.
- **Track services and any financial assistance provided to a client** – The system administrator has the ability to explicitly control the list of services (including financial assistance) that their staff members can record.

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- **Keep notified on case statuses** – Clients can monitor each caseload and provide intuitive dashboards that improve efficiency through features such as reminders (for example, upcoming and overdue cases) and a built-in task alert system to effectively maintain case statuses.



Insight is proposing a two cluster standalone system be installed in the Client's data center. This will host the ClientTrack data as a secondary storage system. The system includes data encryption between server to server and to the storage allocation replicated in real-time to the ClientTrack hosted application which resides in the cloud. All of the Client's data is encrypted within the Client's data center and in the cloud with Triple DES Data Encryption. The data between the primary server and the secondary server and then to the client are HOT backups meaning that the proposed solution is redundant for Client data. The primary ClientTrack application resides in the cloud and the servers are a backup storage solution for Client data. The secondary servers are load balanced. Data storage is stored and replicated on both servers as well as in the cloud at the hosted solution. In the event the Client needs access or wants to leverage another platform in the future, the Client has the data. In addition, all data is replicated offsite as a HOT backup to the cloud. Insight recommends that each server be

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placed in different Client data centers in diverse locations if the necessary bandwidth exists for proper data replication.

2. Installation Services (On-site)

- Installation of four (4) Dell servers for data storage and replication of data. Application will be hosted in the cloud.
 - Rack four (4) Dell servers
 - Rack two (2) APC UPS units
- Develop task sequence(s)
 - Set up storage partitions on all servers
 - Install server operating systems (Windows) provided by the Client (server licenses). Typically, users have existing Microsoft server CALs. If not, these can be quoted by Insight.
- Group policy configuration
 - Join in-place upgrade endpoints to Client domains
 - Configure folder redirection and loopback processing
 - Profile will follow individual end user
 - Local profile will remain intact as endpoint will be used by multiple end-users
- Provision and configure network devices and firewalls to accommodate the network connection to the cloud for the ClientTrack software
- Validate network bandwidth requirements to the Client
- Test network throughput
- Provision ClientTrack instance with ClientTrack online services for the Client
- Provision and pre-configure data stores for client data replication services on Client Dell servers
- Set up and hook up APC UPS units to the Dell servers

3. ClientTrack Setup and Configuration

- Phase 1: Requirements Gathering
 - **Application Configuration Services (3 Weeks)**
 - Three (3) weeks of requirements gathering with the Client for the customization of the application
 - Interviews with key stakeholders for application customization
 - Requirements documented for case workflow
 - Application field requirements
 - User and access requirements
 - Application workflow design Visio diagrams
 - Application design document
 - Application design document review
 - Application design document approval to proceed
 - Existing data import mapping from previous applications if applicable

➤ **Application Piloting / Validation (1 Week per Application Testing) – 4 Weeks Total**

- Three (3) weeks after design signoff approval, ClientTrack will come back to the Client to present the application customization
- Test workflows
- Test user access
- Test data importation
- Two (2) weeks of client testing and validation services
- Documentation of the pilot and new requirements for application modification
- Updated design document
- Updated design document approvals

One week later – Additional application piloting/validation on updated requirements and modifications.

- ClientTrack design signoff approval will come back to the Client to present the application customization
- Test workflows
- Test user access
- Test data importation
- One (1) week of Client testing and validation services
- Finalization of application
- Application sign off for pre-production testing

➤ **Application Preproduction Testing (1 Week)**

- One (1) week of preproduction application testing
- Designation of test users
- Test workflows
- Test user access
- Test data
- Final modifications
- Approval of final modifications

➤ **Application Training (2 Weeks)**

- **Two (2) Weeks Administrator Training**
- Server administration testing for data storage and replication
- Application access testing and administration
- Backup and restore training for administrators
- Technical support training for administrators
- Application security for administrators
- Application modification training for administrators
- Application mobile access for administrators
- Application redaction services roles and responsibilities
- Application access (laptop/mobile)
- Workflow management process by department

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- Entering test data
- How to search cases
- How to enter data/field requirements
- Client escalation process for application issues
- Records management
- How to scan attachments into a case
- How to perform redaction services to a case attachment for printing
- How to import attachments
- How to escalate to ClientTrack for additional support application
- Administrator certification exam
- **One (1) Week for end users for each department (3 departments total)**
 - Application access (laptop/mobile)
 - Workflow management process by department
 - Entering test data
 - Records management for court
 - Records management for health
 - How to search cases
 - How to enter data and field requirements
 - Client escalation process for application issues
 - How to scan attachments into a case
 - How to perform redaction services to a case attachment for printing
 - How to import attachments

4. Integration Labs

- Provide pre-deployment configuration services as detailed below for Client-provided personal computers

Device Grid		
X = Included Activity / Number = Hours or Piece Count		
99-USBCOPY	99-USBCOPY	
99-GOLD	99-GOLD	
Services Description		
Inbound Goods Movement	X	X
Unbox	X	X
Stage on Bench	X	X
POST (Power On Self Test)	X	X
Run Mfr. Diagnostics	X	
Run Virus Check	X	
Load Client Image	X	X
Create & Apply Asset Tag	X	
QA Check	X	X
Record Serial and/or Asset # (ZINT)	X	X
Rebox	X	X
Outbound Goods Movement	X	X

5. Command Center Services

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- Provide centralized point of contact for project activity and communication
- Perform technician check-in
 - Perform equipment verification (un-opened and on-site)
 - Confirm technician access to equipment or personnel to perform site activities
 - Confirm refurbished computers and USB drives loaded with gold image are shipped to site prior to installation
 - Act as escalation point of contact for issues and/or concerns based on site readiness

6. Deployment Services for Fifty (50) City Laptops to Ten (10) Locations

- Initial Planning
 - Facilitate kickoff meeting to introduce team members and confirm the objectives, timeline and approach
 - Define procurement workflow for project, if applicable
 - Define communication requirements for project
 - Define reporting requirements for project
 - Document project stakeholders and contacts
 - Document project escalation process and data sharing/knowledge base
 - Finalize project requirements
 - Finalize site survey/readiness checklist
 - Define project acceptance criteria and sign-off process
 - Define Client billing/invoicing requirements
 - Finalize site list for scheduling
 - Discuss and agree upon change control processes to minimize impact of the changes
 - Finalize detailed project plan and resource management plan to meet agreed upon project timeframes
 - Define and document technical support levels
- Proof of Concept (POC)
 - Identify location(s) and timelines for demonstrating a proof of concept
 - Stage and configure site equipment (BOMs)
 - Deliver required hardware to the site(s)
 - Conduct POC test plan
 - Identify any potential gaps or risks
 - Update project plan and all related documents according to POC findings
 - Create and submit change requests*
- Pilot
 - Identify location(s) and timelines for pilot
 - Perform site survey/readiness for pilot sites, if applicable
 - Stage and configure site equipment (BOMs)
 - Deliver required hardware to the site(s)
 - Perform pilot site rollout(s)

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- Identify any potential gaps or risks
- Update project plan and all related documents according to pilot findings
- Create and submit change requests*

**Upon completion of the POC and pilot phases, Insight and Client will validate the existing scope, timeframes and procedures and execute a Change Request for any differences before deploying equipment at the remaining locations.*

- Site Survey/Readiness
 - Confirm Client has validated site is ready for deployment
- Site Rollout
 - Deliver required hardware to the site
 - Follow Client-approved site checklist
 - Provide inventory information for the old equipment (which was replaced), as well as for the newly installed equipment (e.g., server, switches, printer)
 - Asset tag equipment as directed
 - Leave the site according to Client's requirements (to be confirmed via electronic pictures)
 - Place any removed equipment in a designated secure storage area on Client premises for processing by Client or the disposal vendor
 - Finalize site checklist and obtain signature by authorized site personnel
 - Initiate Client feedback survey

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- Project Close
 - Obtain formal acceptance of outputs according to procedures established in the project acceptance criteria
 - Conduct “Lessons Learned” and update knowledge base

C. Insight’s Responsibilities: Insight will provide the applicable and necessary labor, supervision, consultation, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, “Deliverables” means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

D. Client’s Responsibilities: The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these responsibilities not be performed when agreed to by both parties, additional fees and expenses may apply and will be submitted via a SOW change order.

Client is responsible for the following:

Integration Lab - Client Responsibilities

- Client agrees to a Proof of Concept (POC) to be performed for each system type in order to drive quality into the orders. Lab coordinates with the client and configures one unit of each make/model ordered by the client. Once complete, unit is sent to the Client for approval. After the Client approves the build, work instructions and processes developed during the POC phase are implemented on subsequent orders.
- If deploying via Insight’s existing infrastructure, Client must provide image(s) in ready-to-deploy format(s) as appropriate to the device type. For this engagement, Insight’s Standards Automation team will provide a completed base image to Client for use in device imaging using Client’s SCCM Distribution Point located in Insight’s Integration Labs. Insight supports the following standard image deployment methodologies:
 - Windows Deployment Services (WDS) – uses the WIM file type
 - Microsoft Deployment Toolkit (MDT) – uses the WIM file type
 - Microsoft ImageX – deploys the WIM file from the WinPE command line
 - Symantec Ghost – deploys the GHO file from the WinPE command line
 - *Note:* A future state server-based deployment methodology can be supported via installation of a Client-supplied server and router in Insight’s lab-dedicated data center.

Deployment - Client Responsibilities

- Client is responsible to perform a site survey and/or validate the site is ready prior to Insight deploying devices to the site. If the Insight technician arrives onsite and site readiness criteria has not been met to perform the work described, then a Change Request may be executed to obtain readiness or to modify the project timeline until the site is ready.
- Client will confirm the list of computers to be refurbished and redeployed.

General Client Responsibilities

- Client is responsible for all licensing requirements to be compliant per their own agreements.
- Client will be responsible for providing adequate and secure onsite storage for all deliveries.
- Client will be responsible for: (a) Back-up data using the USB drive procedures two working days prior to on-site technician performing installation and migration of existing data; (b) Computer system and network designs; (c) Component selection as it relates to the performance of the computer system and/or the network; and (d) Providing the drivers for the twelve different endpoint models.
- Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.
- Client will provide Insight the necessary access to internal experts, location(s), all critical systems, applications, workspace and equipment required at each field location to complete the project.
- Client will provide the necessary hardware, software, and tools required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
- Client will provide a list of hardware and software to be installed at each location.
- Client will coordinate and facilitate communications with supporting carriers and Internet service providers (ISPs), if applicable
- Client must approve Pilot Phase prior to start of full deployment.
- Client will assist with the primary coordination and scheduling of internal department/Insight meetings with Client support and management personnel.
- Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
- Client will provide copies of technical manuals, if needed.
- Client will be responsible for providing adequate power, ventilation, cabling and rack space for the new equipment within the required project timelines unless Insight is re-cabling that location.
- Client will provide adequate staging facilities to store the project equipment.
- Client will be responsible for disposal or recycling of the cardboard, pallet, and other waste from the shipments and installation. Insight technicians will move such waste to a Client-defined location on the premises.
- Client will ensure a stable image and scripts are completed and distributed to Insight prior to the project's start date. Should any image or script changes occur, or other changes to the Client's environment, that have direct impact on the scope and duration of the project, change management will be

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employed promptly and Insight will present the adjusted pricing for that change.

- Client will provide a Letter of Authorization (LOA) for every technician, if applicable.

E. Deliverables:

Insight will provide the following Deliverables:

Project Management

- Scope of Work
- Project Contact List
- Project Escalation List
- Communications Plan
- Schedule Management Plan/Schedule
- Risk Management Plan
- Quality Management Plan
- Meeting Minutes and Agendas
- Project Bill of Materials
- Laptop Inventory
- Server Inventory

ClientTrack Application

- Requirements Document
- Design Document
 - Hardware Setup/Configuration
 - Backup and replication of data
 - Application
- Design Approvals
- Final Application Customization Deliverable
- Administration Training Guide
- End User Training Manual
- Application Support Escalation Support Document

F. Resource Team:

Project Sponsor, Client
 Project Contact, Client
 Services Account Executive, Insight
 Account Executive, Insight
 Deployment Services Director / Manager, Insight
 IMS/Labs Services Director / Manager, Insight
SOW Prepared by, Insight

G. Change of Scope Procedure: If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is five (5) days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

III. SCHEDULE: The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of twenty (20) business days from the date of SOW signature may be required for scheduling purposes.

Deployment Services

Insight estimates that the Services described herein will be completed within 18 weeks after the start of the project, defined as deploying the fifty (50) Client laptops up to ten (10) Client locations.

Estimated Start Date: _____

Estimated End Date: _____

IV. PRICING/INVOICING:

A. Pricing Baseline

The associated fees presented in this SOW are based on the following baselines and the Schedule outlined in Section IV. Should any elements of the schedule and/or baseline change during the execution of the Services, additional time, associated fees, and expenses may be required and will be documented via the change request form.

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Description	Quantity	MSRP Unit Price	USC Discount	USC Max Unit Price	USC Max Extended Price
Dell PowerEdge T630 - Xeon E5-2430V3 2.6 GHz - 8 GB - 300 GB	4			\$ 3,024.02	\$ 12,096.08
Dell ProSupport with Mission Critical - extended service agreement - 3 years - on-site	4			\$ 1,504.87	\$ 6,019.48
Dell Latitude 3450 - 14" - Core i5 5200U - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - 4 GB RAM - 500 GB HDD	50			\$ 597.75	\$ 29,887.50
Dell Next Day Business Day On-Site Service - extended service agreement - 2 years - on-site	50			\$ 209.11	\$ 10,455.50
APC Smart-UPS 1500VA LCD RM - UPS - 1000 Watt - 1440 VA	2			\$ 643.38	\$ 1,286.76
APC Extended Warranty Service Pack - technical support - 3 years	2			\$ 191.75	\$ 383.50
ClientTrack 15 - server licenses	4			\$ 6,800.00	\$ 27,200.00
ClientTrack 15 - Client CALs and 1-year maintenance	70			\$ 700.00	\$ 49,000.00
Integration Labs Service Category: Image load on servers	1	\$ 3,000.00	1%	\$ 2,970.00	\$ 2,970.00
Deployment Projects Service Category: (includes ClientTrack Customization, Training, Laptop Deployment, Project Management, Onsite Server Installation)	1	\$ 664,017.16	15%	564,414.96	\$564,414.96
Total Hardware / Services including 1st Year of ClientTrack to include 1 year cloud					\$ 703,713.78
Year 2 ClientTrack 15 Server and CALS Subscription includes all Cloud services and server license maintenance / upgrades	74			\$ 425.00	\$ 31,450.00

B. General

- Pricing is valid for thirty (30) days from the date of this SOW.
- A minimum of thirty (30) business days will be required to cancel/reschedule the project. If less notification is given, a cancellation/rescheduling fee equal to time expended and applicable travel expenses will be incurred, and Insight will have thirty (30) business days to reschedule the project if required.
- All pricing is based upon the agreed upon pricing baselines as listed above.
- All sites outside of the Continental U.S. that are within a reasonable proximity of one another will need to be completed within one trip (i.e. Hawaii). Client will be invoiced for actual travel costs for any additional trips to these sites.
- Site rollouts will be grouped by contiguous geographic locations within a reasonable proximity of each other. Insight reserves the right to review and update pricing in the event of Client changes and/or site rollouts not deployed by contiguous geographic location.
- Insight and Client will agree on the final schedule prior to project kick off. Once the schedule is set, any changes must be requested using the Change of Scope procedures detailed in this SOW. If additional costs are incurred to accommodate the Client change, Insight will submit a change request to the Client per the terms of this SOW to establish the adjusted pricing for that change.
- Should a scheduled site rollout under this SOW be delayed due to any Client, site, and/or equipment issues, Client will be invoiced a "Wait Time" fee of \$150.00 per hour, up to a maximum of two (2) hours of Wait Time. If two hours of Wait Time are incurred, the site will then be considered a "Site Not Ready" (see below) and will be re-scheduled. Only Wait Time OR Site Not Ready charges may apply to a single onsite visit.
- Should a scheduled site rollout under this SOW be canceled or re-scheduled by Client after the Technician has arrived at the agreed-upon date and time, or with

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less than 24 hours' notice, Client will be invoiced an additional "Site Not Ready" fee of \$400.00 per occurrence.

C. Invoicing:

Insight will invoice Client the estimated project price listed in the Fees Summary Table upon execution of the SOW and receipt of the PO. Insight will obtain written approval from Client for any additional fees, if required.

V. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS:

- A. **Project Kickoff:** A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).
- B. **Travel Expenses:** Travel-related expenses will be billed at actual cost; customary expenses include, but are not limited to airfare, taxi, hotel, car rental, daily food allowance, and miscellaneous transportation costs (gasoline, parking, tolls, etc.).
- C. **Project Specific Assumptions:** The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

General Assumptions

1. All parties agree that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise. If out of scope request is made, Client employee will be referred to the Client Support Desk.
2. Project estimates assume that Client will provide the Insight team with the information needed to complete the review and planning phase at the start of the project (e.g., current network and inventory documentation).
3. Project estimates assume the network is stable and no immediate triage/remediation efforts are required prior to the integration of the new infrastructure.
4. Project estimates assume that Client's personnel can answer questions related to facilities including rack space, power, cable plant and air conditioning.
5. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, telecommunications, shipping and/or other provider services. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
6. Any applicable Client shared portal access or project documents will be available for sixty (60) days after project closure.
7. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested

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- by Client, such services may be performed by Insight only to the extent permitted by applicable law.
8. Insight will remove all trash/disposal items from the Client site to a trash container/dumpster supplied either by Client or local property management. The trash container/dumpster must be located on building property and be accessible to Insight.
 9. This engagement does not include:
 - a. Formal user training
 - b. Electrical or cabling services
- D. Constraints:** Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight and Client prior to commencement through the Change Request process.
- E. Case Study:** Upon successful completion of the engagement, Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Client), in conjunction with Client's name.

Labor Category	Functional Roles	Job Description	Typical Job Assignments
A	Business Analyst I	Develop effective and efficient business processes. Provide analysis and reporting on departmental/group revenue, expense, and strategic projects. Drive profits and cut costs.	Gathering and documenting business requirements, use cases, story boards, swim lane diagrams.
A	Project Coordinator (Technical)	Coordinate all aspects of a Technical Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Technical Services resources and other project staff.	Refresh/deployment project.
A	Service Technician	Install, modify, repair, test and/or service systems and communications equipment, including, but not limited to: hardware and peripherals; software configuration; voice, video and data cabling systems; and networks. Service both internal Insight teammates, as well as clients on site.	Multisite deployment.
B	Business Analyst II	Develop effective and efficient business processes. Provide analysis and reporting on departmental/group revenue, expense, and strategic projects. Drive profits and cut costs. Mentor and train Business Analyst I incumbents.	Owner of requirements, gathering and documentation of business requirements, use cases, story boards, swim lane diagrams.
B	Service Technician Sr.	Install, modify, repair, test and/or service systems and communications equipment, including, but not limited to: hardware and peripherals; software configuration; voice, video and data cabling systems; and networks. Service both internal Insight teammates, as well as clients on site while focused on the highest level of client satisfaction.	Multisite deployment lead.
C	Supervisor Services	Oversee all execution of contracted service solutions to support the client's business. This includes but is not limited to: specific service desk support, quality assurance in the custom configuration lab, managing technicians and material handlers, and development and execution of day-to-day business practices as related to all quoting, vendor warranty, vendor trade-in, order management, and other related activities.	Assist in developing new service partnerships and emerging technologies.
C	Project Coordinator Sr. (Technical)	Coordinate all aspects of a Technical Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Technical Services resources and other project staff. The Senior Project Coordinator may be assigned to coordinate project delivery independent of an assigned Project Manager under specific conditions.	Phone refresh project, multi site deployment (working with a PM).
C	Business Analyst Sr.	Develop effective and efficient business processes. Provide analysis and reporting on departmental/group revenue, expense, and strategic projects. Drive profits and cut costs. Provide leadership and technical support to other Business Analysts.	Business process reengineering, owner of requirements, gathering and documentation of business requirements, use cases, story boards, swim lane diagrams.
D	Engineer	Plan and design solutions to meet client needs. Accountable for defining processes for technical platforms, developing system specifications, and creating system interfaces and business applications.	Inventory assessment.
E	Project Manager (Technical)	Manage, direct and oversee the operations and administration of assigned technical projects and programs. The PM provides visible leadership, accountability and authority over high profile technical projects and programs delivered to Insight clients or internal leadership. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended technical solutions.	Multisite deployment/refresh project.
F	Consultant I	Identify client needs and develop a plan and proposal for delivery of services. Has a strong ability to develop solutions based upon discovery and needs.	Windows 8 migration, Microsoft Office 365 migration.

Labor Category	Functional Roles	Job Description	Typical Job Assignments
G	Engineer Sr.	Plan and design solutions to meet client needs. Accountable for defining processes for technical platforms, developing system specifications, and creating system interfaces and business applications. Responsible for coordination of a project team and all Insight teammates involved in a particular project.	Data center rack and stack, PLANAR matrix video wall installation.
H	Project Manager Sr. (Technical)	Manage, direct and oversee the operations and administration of assigned technical projects and programs. This includes coordinating activities of Project Managers & Coordinators, department leaders, technical service engineers, and other project staff. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended technical solutions. The SPM provides visible leadership, accountability and authority over high profile technical projects and programs delivered to Insight clients or internal leadership.	Multisite deployment/refresh project.
H	Manager Services	Manage delivery, development and implementation of technology solutions for clients. Functions include resource management, service operations management and/or scope management of the project or client engagement, quality and performance metrics of the engagement and/or team, resource management of both technical and non-technical resources associated with the engagement or team, including risk, communication plans, change management, financial performance and overall client satisfaction. Offer supervision of technical and administrative employees, supervisors/coordinators and onsite/field service personnel to ensure technical solution expectations are met for Insight's internal and external customers.	Manage the development of client statements of work (SOW's) and associated change control process.
I	Project Coordinator (Consulting)	Coordinate all aspects of a Consulting Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Consulting Services resources and other project staff.	Deployment planning services engagement.
I	Consultant II	Identify client needs and develop a plan and proposal for delivery of services. Has a strong ability to develop solutions based upon discovery and needs. Mentor and train Consultant I incumbents.	Microsoft Quickstart.
I	Consultant I (Contact Center)	Identify client needs and develop a plan and proposal for delivery of unified communication and collaboration (UC&C) services. Has a strong ability to develop UC&C solutions based upon discovery and needs.	Assist with implementation/upgrade of Cisco Unified Contact Center, installation of VMs, OS, and applications, initial configurations, troubleshooting (manage logs, backup, TAC escalation, tools, etc.).
J	Consultant Sr.	Identify client needs and develop a plan and proposal for delivery of services. Has a strong ability to develop solutions based upon discovery and needs and assumes the role of a licensing expert. Lead a team of Engineers as it relates to client solutions deployment. Provide leadership and support to other Consultants.	SharePoint taxonomy and governance & build support, UCS implementation, UC LAN/WAN refresh.
J	Consultant II (Contact Center)	Identify client needs and develop a plan and proposal for delivery of unified communication and collaboration (UC&C) services. Has a strong ability to develop UC&C solutions based upon discovery and needs. Mentor and train Consultant I (Contact Center) incumbents.	Assist with Cisco Unified Contact Center design/development (scripting), custom reports, dashboard, call flow, business logic, micro applications, administration of scripts, etc.

Labor Category	Functional Roles	Job Description	Typical Job Assignments
K	Project Coordinator Sr. (Consulting)	Coordinate all aspects of a Consulting Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Consulting Services resources and other project staff. The Senior Project Coordinator may be assigned to coordinate project delivery independent of an assigned Project Manager under specific conditions.	Deployment planning services engagement, Microsoft Office 365 migration.
K	Sr. Manager Services	Lead delivery, development and implementation of technology solutions for clients. Functions include resource management, service operations management and/or scope management of the project or client engagement, quality and performance metrics of the engagement and/or team, resource management of both technical and non-technical resources associated with the engagement or team, including risk, communication plans, change management, financial performance and overall client satisfaction. Offer supervision of technical and administrative employees, supervisors/coordinators and onsite/field service personnel to ensure technical solution expectations are met for Insight's internal and external customers.	Manage the day-to-day operations of the team, responsible for employee maintenance (forecasting, operational efficiencies, etc.).
L	Architect I	Assess and design complex solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client opportunities.	Data center QA & test plan design, infrastructure assessment, white board sessions.
L	Manager Programs	Oversee the day-to-day operations and team members to fulfill lifecycle services at the client site. Demonstrate strong leadership and act as a positive stakeholder in all situations.	Liaison between client and Insight team members (i.e., AI Lab, Call Management Center, Disposal, Service Sales Rep, Consulting Services, etc.).
L	Project Manager (Consulting)	Manage, direct and oversee the operations and administration of assigned consulting projects and programs. The PM provides visible leadership, accountability and authority over high profile consulting projects and programs delivered to Insight clients or internal leadership. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended consulting solutions.	WLAN site survey, telepresence installation.
M	Architect II	Assess and design complex solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client opportunities. Mentor and train Architect I incumbents.	Data center QA & test plan design, infrastructure assessment, white board sessions.
M	Project Manager Sr. (Consulting)	Manage, direct and oversee the operations and administration of assigned consulting projects and programs. This includes coordinating activities of Project Managers & Coordinators, department leaders, consulting engineers, and other project staff. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended consulting solutions. The SPM provides visible leadership, accountability and authority over high profile consulting projects and programs delivered to Insight clients or internal leadership.	APAC ISE wired support, SCCM design and implementation, Active Directory design, build and migration.
N	Architect Sr.	Assess and design complex solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client opportunities. Provide leadership and support to other Architects.	Infrastructure assessments, technical oversight and quality assurance management/best practices, scoping solutions.

Labor Category	Functional Roles	Job Description	Typical Job Assignments
N	Architect I (Contact Center)	Assess and design complex unified communication and collaboration (UC&C) solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client UC&C opportunities.	Architecture/design of Cisco Unified Contact Center, gather business requirements, make recommendations, develop strategy, complete SARD, etc.
O	Architect II (Contact Center)	Assess and design complex unified communication and collaboration (UC&C) solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client UC&C opportunities. Mentor and train Architect I (Contact Center) incumbents.	Cisco Unified Contact Center assessment, complete evaluation of current Contact Center environment, make recommendations based on client need, prepare/deliver findings presentation, etc.
P	Sr. Architect (Contact Center)	Assess and design complex unified communication and collaboration (UC&C) solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client UC&C opportunities. Provide leadership and support to other Architects (Contact Center).	Technical oversight and quality assurance/management of all Cisco Unified Contact Center projects.
Q	Specialty	Develop and deliver detailed IT solutions through consulting project activities. Resource has achieved multiple certifications in one or more technologies.	Code programs of high complexity using high level specifications or logical processes.

Geographic Market Tiers – Updated 12/10/15

Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA	Albuquerque, NM	Baltimore, MD	New York, NY
Austin, TX	Arlington, TX	Boston, MA	Oakland, CA
Charlotte, NC	Bakersfield, CA	Chicago, IL	San Francisco, CA
Columbus, OH	Cleveland, OH	Fresno, CA	San Jose, CA
Dallas, TX	Colorado Springs, CO	Long Beach, CA	
El Paso, TX	Denver, CO	Los Angeles, CA	
Fort Worth, TX	Detroit, MI	Minneapolis, MN	
Houston, TX	Kansas City, MO	Philadelphia, PA	
Indianapolis, IN	Las Vegas, NV	Portland, OR	
Jacksonville, FL	Miami, FL	Sacramento, CA	
Louisville, KY	Milwaukee, WI	San Diego, CA	
Memphis, TN	New Orleans, LA	Seattle, WA	
Nashville, TN	Phoenix, AZ	Virginia Beach, VA	
Oklahoma City, OK	Raleigh, NC	Washington, DC	
Omaha, NE	Tucson, AZ		
San Antonio, TX			
St. Louis, MO			
Tampa, FL			
Tulsa, OK			
Wichita, KS			



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

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

Attention: Erica Falchetti

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
- c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
- d. The Geographic Market Tiers dated 12/10/2015;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Insight is awarded a contract for the following sections of the RFP:
 - 3.1.1 Technology Products
 - 3.1.2 Technology Services and Solutions
 - 3.1.3 Cisco Products, Services and Solutions
 - 3.1.4 HP Products, Services and Solutions
 - 3.1.5 Dell Products, Services and Solutions
 - 3.1.6 Panasonic Products, Services and Solutions
 - 3.1.7 EMC² Products, Services and Solutions
 - 3.1.8 CommVault Products, Services and Solutions
 - 3.1.9 Symantec Products, Services and Solutions
 - 3.1.10 Veritas Products, Services and Solutions
 - 3.1.11 VMWare Products, Services and Solutions
 - 3.1.12 Apple Products, Services and Solutions
 - 3.1.15 Microsoft Products, Services and Solutions
 - 3.1.16 Citrix Products, Services and Solutions
 - 3.1.17 NetApp Products, Services and Solutions
 - 3.1.18 Related Products, Services and Solutions
2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.
3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

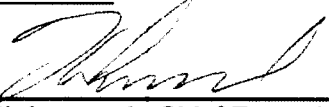
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

4. Any discounts are minimum discounts and any rates are not-to-exceed rates.
5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:



Kenneth Lamneck, Chief Executive Officer
Insight Public Sector, Inc.

2/9/16

Date



Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16

Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave., Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Product, Services and Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligor the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.

The terms and conditions in documents posted to the aforementioned URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obliging the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

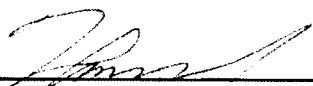
38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Insight Public Sector, Inc.

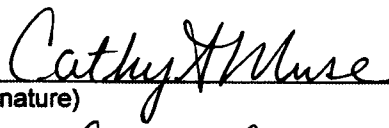
By: 
(Signature)

Name: Kenneth Lamneck
(Print)

Title: Chief Executive Officer

Date: 2/8/2016

Fairfax County

By: 
(Signature)

Name: Cathy A. Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

SIGNATURE: _____



TITLE: VP- GM

DATE: 12/31/2018

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Insight Public Sector, Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> David Cristal - VP GM	<i>Date Executed</i> 12/31/2018

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>