



Request for Proposal

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TITLE: Network Equipment and Services

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State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date and at the location indicated in the Notice. Late proposals will not be considered.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Email: _____

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order-2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

_____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this _____ **day of** _____ **20** _____

 Procurement Officer

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A. Purpose

The State of Arizona, its agencies, boards and commissions (State) as well as participating members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various Products and Services as described herein. The purpose of the Solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract or contracts from which the State and its Cooperative members may acquire these Products and Services.

B. Background

Previously, the State had multiple contracts for multiple products that serviced the State of Arizona. Commonly known as local and wide area network equipment, internet firewall and URL filtering software, small telephone systems and certain unlicensed fixed wireless systems and related services. Each of these Contracts established a minimum set of product-specific, standards-based technology requirements and specifications for manufacturer's equipment to be included under a Contract award.

C. Objectives

Products and Services

The State desires to establish a Contract set for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services. Equipment shall be primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

The objective of this RFP is to contract with network equipment and security related equipment Contractors to provide a full range of equipment, maintenance, training and services.

D. Technology

The State of Arizona is very aware of the changing networking/telecommunications industry, the evolution and improvement of network-based, network-embedded products and services, the expanding importance of networks and connectivity relative to the effective and efficient delivery of government services, and the State's goal of convergence. The State has adopted industry-wide, open standards and best practices where possible as well as moving towards Internet Protocol (IP) standards, services, and convergence. These standards have been incorporated into Statewide Policies, Standards and technology roadmaps.

E. Scope of Products and Services:

The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints.

This scope does not include the single purchase of products and services primarily designed to store or process (compute) data, such as midrange or mainframe computer systems, or consumer electronic hardware, component parts and accessories.

1. The Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract include:



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- 1.1 The products and or services, including all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, integration, and implementation, including engineering analysis, design and configuration, of the manufacturer's product or service;
 - 1.2 The software and/or hardware maintenance and support of the manufacturer's product or service; and
 - 1.3 Ancillary services in conjunction with the implementation, or installation of a manufacturer's product.
2. The following Data, Voice, and Multimedia Network-based, Network-embedded Products and Services, are specifically included in this Contract are:
- 2.1 Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices, network servers, concentrators, network-embedded security solutions, caching and content management devices;
 - 2.2 Network firewalls, filtering software, and security solutions;
 - 2.3 Network Management Products such as management, monitoring, testing, analyzing, and traffic-simulating equipment;
 - 2.4 Wireless Products such as IEEE 802.11x (Wireless Local Area Network (WLAN)), IEEE 802.15 (Wireless Personal Area Network (WPAN)), IEEE 802.16 (Wireless Metropolitan Area Network (WMAN)), and Fixed Wireless Equipment and related services, such as access points, transfer points, and controllers;
 - 2.5 Video and Audio conferencing equipment, other than audio and visual presentation and composing equipment including consumer electronics, designed to transmit multimedia data;
 - 2.6 Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), accounting, and the associated end-user telephone devices, **other than** two-way radios;
 - 2.7 Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment; and
 - 2.8 Services used in conjunction with the design and analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network-embedded products and services.
3. The following items specifically are not included in this Contract:
- 3.1 Building Wiring Systems (BWS) and structured cabling systems;
 - 3.2 Microcomputer Hardware, PC Software and Related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services;
 - 3.3 Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling, antennas, towers, power, frequency coordination, licensing, designed to receive/transmit data;
 - 3.4 General purpose UNIX Workstations & Servers;
 - 3.5 Disaster Recovery Services;



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- 3.6 Value-Added-Software not specifically designed to support and secure the transport of data (as defined above);
- way 3.7 Radio related Products and Services, including Public Safety Communication Equipment, 2-radios, 900MHz Digital Microwave Radio Systems, and Digital Microwave Radio Equipment;
- 3.8 Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network;
- 3.9 General Information Technology Research & Advisory Service and IT Consultant Services;
- 3.10 Video and Audio Products, such as audio and visual presentation and composing equipment, cameras, monitors, VCRs and consumer electronics; and
- 3.11 Carrier Services, both regulated and unregulated.

F. Product/Service Percent of List Price

The Contractor shall make available a complete family or product line at a “single percentage-of-list-price.” The Contractor shall also make available a similar “single percentage-of-list-price” for maintenance within a complete family or product line. The Contractor may offer promotional or volume discounts at any time during the Contract such that the price is at or below the percent of list price within the Contract.

G. Technical Support

The Contractor shall provide and maintain a toll-free technical support telephone line, website or other communication mechanisms. The support shall be accessible to all Customers who wish to obtain competent technical assistance regarding the operation of Products supplied by the Contractor.

If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. These services shall be in addition to the maintenance and support mechanism referenced in Item H. The Contractor shall provide these services as an hourly expense, or if available as a value added component of any maintenance and support program (Item H), costs shall be incorporated into that Program’s expense.

H. Maintenance

The Contractor shall offer a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.

I. Service Pricing

Any services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections, urban and rural, illustrated in “Illustration I: Service Area Map”. The Contractor may establish a single price for Rural areas and a single price for Urban areas. All cities specified as Rural shall consider the entire city as Rural regardless if any portion of the city is beyond the specified radius. The four urban areas are;

- 1. Flagstaff with a 20 mile radius from City Center,
- 2. Yuma with a 20 mile radius from City Center,
- 3. Tucson with a 25 mile radius from City Center, and
- 4. Phoenix with a 30 mile radius from City Center that includes the following outlying Cities;
 - 4.1 Avondale,



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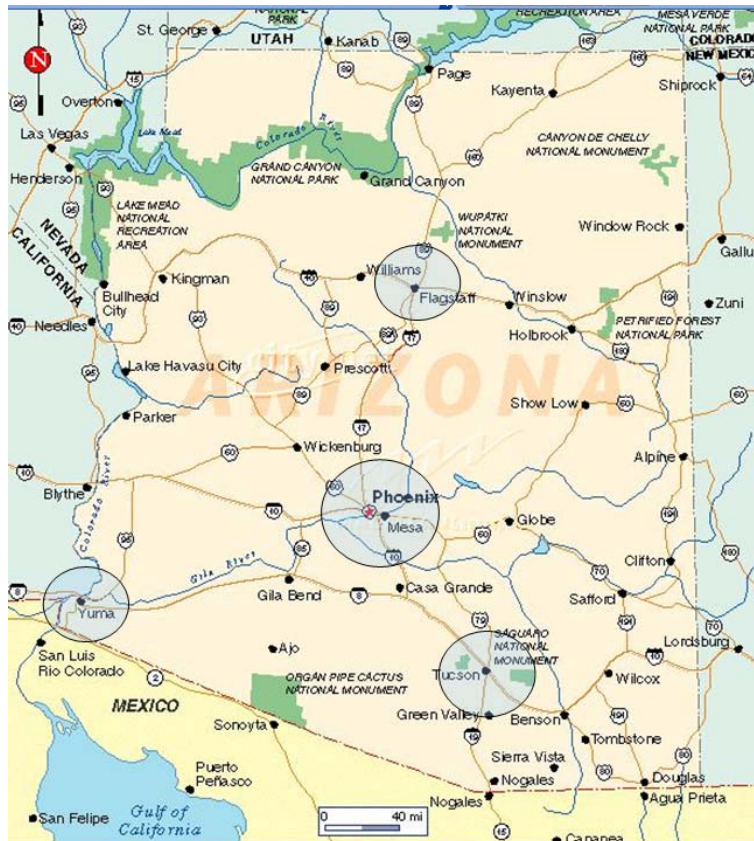
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- 4.2 Chandler,
- 4.3 El Mirage,
- 4.4 Glendale,
- 4.5 Goodyear,
- 4.6 Litchfield Park,
- 4.7 Mesa,
- 4.8 Peoria,
- 4.9 Scottsdale,
- 4.10 Tempe, and
- 4.11 Tolleson

Illustration I: Service Area Map (next page)



<http://www.seds.org/~spider/spider/az/arizona.jpg>

J. E-Rate Compliant



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All Contractors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contractor.

K. Online Catalog and Electronic Ordering System (Punch-Out)

Within six (6) months of award, the Contractor shall make available an online catalog to allow Authorized Purchasers to make equipment purchases from this Contract through the State's eProcurement System (ProcureAZ). The Contractor shall have a secured website for placing online orders. The features and functions of the online ordering catalog that is created for use by the State under this Contract shall include, but shall not be limited to the following:

1. Access by standard web browsers;
2. Product information such as unit of measure, item status, price description and photos;
3. Item status inquiry functionality that provides stock availability;
4. Order tracking;
5. Help functionality;
6. Reflect current catalog and or price list and contract pricing;
7. Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract; and
8. Shall not include any items that are specifically excluded from this Contract.

In the interim, the Contractor shall provide an electronic version of all contracted catalog/price lists for posting in ProcureAZ. The versions shall be in either; PDF, Excel, CSV or other agreed to formats.



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1. PRE-OFFER CONFERENCE:

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2. INQUIRIES:

Any question related to this Request For Proposal shall be directed to Terri Johnson at terri.johnson@azdoa.gov. The Offeror shall not contact or ask questions of the Department for which the requirement is being procured. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. PREPARATION OF PROPOSAL:

- a. **ELECTRONIC DOCUMENTS:** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offerors, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.
- b. **ATTACHMENT FORMATS:** All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.
- c. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.
- d. **CONTRACT PAYMENT TERMS:** Offerors must indicate the prompt payment terms that they will offer to the State (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.
- e. **SUBCONTRACTORS:** Supplemental to the Subcontractor provision in the Uniform Instructions, Offerors shall include with their list of proposed subcontractors, their contact information, certifications required for the performance of the Contract, as well as, the Subcontractor's proposed responsibilities under the Offeror's proposal.

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4. SUBMISSION OF PROPOSAL:

- a. OFFER SUBMISSION, DUE DATE AND TIME: With regards to Uniform Instructions, Section D "Submission of Offer", Item 1 "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, **ProcureAZ (<https://procure.az.gov>)**. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside ProcureAZ, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600).
- b. RESPONSIBILITY, RESPONSIVENESS AND ACCEPTABILITY: In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-330 and R2-7-354, State shall consider the following in determining offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- c. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.
- d. PROPOSAL CONTENT: The Offeror must make a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the scope of work portion of this document and information relevant to the designated evaluation criteria as stated herein. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

5. EVALUATION: In accordance with the Arizona Procurement code 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Method of Approach (Methodology);
- b. Capacity of Offeror;
- c. Cost; and
- d. Compliance to Terms, Conditions and Instructions.

6. OPENING: Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. Proposals will not be subject to public inspection until after contract award.

7. CLARIFICATIONS: Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.



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8. **DISCUSSIONS:** In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the State may conduct discussions with those offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.
9. **FINAL PROPOSAL REVISIONS:** If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of Final Proposal Revisions. Final Proposal Revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions.
10. **CONTRACT AWARD:** The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible Offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and sub-factors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchanges with Offerors after receipt of a proposal do not constitute a rejection of counteroffer by the State.
11. **PUBLIC RECORD:** All Proposals submitted in response to this Request For Proposal shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.

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UNIFORM INSTRUCTIONS TO OFFERORS

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified



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as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.



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5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
14. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during



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the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.

15. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.



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4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract for the materials or services as listed herein in service to the State.

B. Term of Contract

The term of any resultant Contract shall commence on date of award and shall continue for a period until July 1, 2012, thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The Contract term is for the stated period subject to additional successive periods of twelve (12) months, or any portions thereof, per extension with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type

Fixed Price
 Cost Reimbursement

E. Eligible Agencies (Statewide)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.



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I. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The State will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

J. Price Reduction

Price reductions may be submitted to the state for consideration at any time during the Contract period. The Contractor shall offer the State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The Contractor shall request, in writing, a price reduction. The Contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

L. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

M. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.



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N. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

O. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

P. Product Returns

Any Agency utilizing any resulting Contract may return any or all unused product(s), in the original container or package, to the Contractor for exchange, refund or credit at the current Contract price within thirty (30) days of initial delivery during the term of this Contract with no restocking fee. Proof of purchase will be attempted but shall not be required. A credit may be issued only if there is an existing sale pending. Credit to any Agency account will not be accepted after Contract expiration. Special order items may be returned with a restocking fee.

Q. Shipping Charges

All product shall be shipped FOB Destination and the Contractor shall retain title and control of all goods until they are delivered. Any shipping costs shall be quoted and billed as a separate line item and shall not be bundled in the product unit costs. Quotes shall show shipping costs as an estimate, if exact costs are not known at time of quotation. The State reserves the right to utilize other shipping carriers if the estimated costs for shipping are deemed to be excessive.

R. Secure Location Deliveries

The Contractor will be responsible for contacting the secure location (such as Arizona Department of Corrections) for security clearance, hours of operation, dress code, and other related rules when scheduling a delivery or service call. Lack of familiarity with the locations or policies will not relieve a Contractor of their responsibilities in fulfillment of the delivery, installation, maintenance/service agreement, and contract requirements.

S. Current Production

All materials bid must be in current production and parts must be available for a minimum of three (3) years from bid date.

T. Product Revision Requests

Contractors must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

The Contractor agrees to delete obsolete and discontinued products from contract price lists in a timely manner. Major product model changes shall be incorporated into the Contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.



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U. Warranty

All equipment supplied under this specification shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specification, shall be fully corrected by the Contractor (including parts and labor) without cost to the State. The written warranty shall be included with the delivered products.

V. Product Discontinuance

In the event that a product or groups of products are discontinued by a manufacturer, the State at its sole discretion may allow the Contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the Contract. The request may be submitted at any time during the Contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

A formal announcement from the Manufacturer stating that the product(s) have been discontinued.

Documentation from the Manufacturer that cites the effected products by item number and description.

Documentation from the Manufacturer that names the replacement product(s).

Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;

Documentation confirming that the price for the replacement product(s) is the same as or less than the discontinued item.

Approval shall be in the form of a Contract Amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State.

W. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

X. Acceptance

Determination of the acceptability of services and or product shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance for services or product will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%), which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

Y. Authorization for Equipment and Services

Authorization for purchase of equipment and services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The



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State shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless a) the Purchase Order is changed or modified with an official Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

Z. Usage

This Contract includes Data, Voice, and Multimedia Network-based, Network-embedded Products and Services, defined herein, may be used by State government and all Political Subdivisions (including the State's Universities, Community Colleges, K-12 School Districts, Counties, Cities, libraries, etc). State government entities (Mandatory Customers) are required to purchase Data, Voice, and Multimedia Network-based, Network-embedded Products and Services via the resulting Contract(s). All other entities (Permissive Customers) may but are not required to purchase their Data, Voice, and Multimedia Network-based, Network-embedded Products and Services needs via the resulting Contract(s).

AA. Administrative Fee

Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total Contract sales. The Administrative Fee is calculated based on all sales transacted under the Contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the Customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the Contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all Contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee.

At its option, the State may limit the applicability of the Administrative Fee to Contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the Contract's requirements may result in the State exercising any recourse available under the Contract including a third party audit of all Contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the Contract's estimated annual value, whichever is higher.

BB. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

CC. Indemnification

The Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or



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in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Vendor from and against any and all claims. It is agreed that Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contract Broker for the State of Arizona.

This indemnity shall not apply if the Vendor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

DD. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability***



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arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



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VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

EE. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

FF. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

GG. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group,



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Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

HH. American Recovery and Reinvestment Act (ARRA) Requirements

The Contractor shall comply with all American Recovery and Reinvestment Act (ARRA) funding provisions if applicable. The State will inform the Contractor of such provisions as they are identified and when applicable to this Contract. Requirements may include but are not limited to; reporting responsibilities, declaration on internal purchase orders or other mechanisms, regarding the utilization of ARRA funding.



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UNIFORM TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 "Contractor" means any person who has a Contract with the State.
 - 1.5 "Days" means calendar days unless otherwise specified.
 - 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.



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2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.



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- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property
Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.
- 3.10 E-Verify Requirements In accordance with A.R.S 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. 23-214, Subsection A.
- 3.11 Scrutinized Businesses In accordance with A.R.S. 35-391 and A.R.S. 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4 Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.



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4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the, contractor

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.



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6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties



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- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2 Fit for the intended purposes for which the materials are used;
 - 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8 State's Contractual Remedies**
- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to



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minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default



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- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007.

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Offerors shall endeavor to utilize these Attachments in response to the criteria requirements as stated in the Special Instructions to Offerors of this Request for Proposal.

Method Of Approach

- A. Offerors must describe their ability to provide the equipment including related products and support services. The response to this requirement should, at a minimum include information, what Manufacturer's are represented, the type/category of equipment offered, the number and type of support personnel or other value added resources that may be employed.
- B. Offerors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.
- C. Offerors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.
- D. Offerors must thoroughly describe their ability to provide value added technical services including design services, installation, training or directly related optional services and the geographic area where the services may be provided.
- E. Offerors must describe any energy efficiency program (s) by identifying the Products that meet Energy Star or other recognized programs for energy efficiency. Examples or case scenarios of potential savings to be experienced should be provided. Modularity, tiered management support, minimal power consumption, security enhancements and limitations in throughput should be clearly identified in supporting documentation.
- F. Offerors should submit detailed information on how technical support is handled and controlled. Also include what time frame can be expected for this service and all other additional pertinent or important information relating to this program.
- G. Offerors must provide a detailed narrative of their maintenance programs including but not limited to the processes, locations sites, any maintenance agreement forms, coterminous alternatives, pricing. etc. A detailed narrative concerning any warranty dependencies shall also be provided.
- H. Offerors must thoroughly describe how product catalog information, including pricing shall be communicated, maintained and updated. Information shall include whether a designated website shall be utilized, and if so, a description of the website and its features including screen prints if available.

Capacity of Offeror

- A. The following bulleted information shall be provided:
 - Full legal company name.
 - Year business started
 - State of incorporation or headquarters
 - Are you a United States corporation?
 - Tax identification number
 - Brief company history
 - Does another company own you? If so, provide the corporate structure
 - Do you own other companies? If so, provide the corporate structure
 - Location of company headquarters
 - Current number of people employed
 - Current number of sales locations
 - Current number of service locations
 - Are you a public or private corporation?



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- Stock symbol, if publicly traded
- Is your Company currently involved in any litigation in which an adverse decision might result in a material change in the Company's financial position or future viability?
- Capacity and potential company growth or development.

B. Current Customer Base


- Total number of current Customers who are using the specific equipment being proposed for this RFP. Information shall include the Name of the Customer, specific equipment that was deployed including quantities, and description of any services provided. Information should not be older than five (5) years old.
- Information about any Manufacturer Programs sponsored by and attended by your Company and Staff.

C. Business and Market focus

- What is your business focus? What percentage of revenue comes from this focus versus other products or services?
- In which vertical markets do you specialize?
- In which vertical market do you have the most customers?
- In which national or international standards committees do you participate?
- In which national or international industry consortiums do you participate?
- Offeror must provide certificate(s), or letters from the Original Equipment Manufacturers (OEM) to prove they are an authorized Channel Partner of that OEM. Offeror's shall provide evidence from each OEM line they propose. Any information provided must be current, not expired or temporary in status.

D. Financial Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the equipment and services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted in the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

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Cost

Price Proposal and Level Discounts –

- A. Offerors must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, **by type, category and Manufacturer** of products and services. The response to this specification must be in the form of a percentage discount from a published or base line price listing.
- B. Offerors must describe the base line pricing and provide information where the baseline pricing may be accessed and verified.
- C. Offerors shall provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating both per transaction and cumulative volume discounts that may be achieved as well as programs that allow for deeper discounts for proposed standardized configurations.
 1. Per Transaction Multiple Unit Discount

Offeror's should propose a discount on each item purchased from the current Published Price List. This discount should extend through all like items or categories and should correlate with those discounts input into ProcureAZ, where you are pricing out equipment.
 2. Cumulative Discount

Offeror's should propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Offeror's may propose an increase in price discounts from the baseline pricing for cumulative volumes grater than "X" million dollars.
- D. The following categories of Equipment shall be utilized as Contract pricing. **Offeror shall input applicable discounts for each category as shown and required in ProcureAZ.**

Routing Devices - Network devices capable of:

1. Interfacing with both traditional and modern carrier services offerings;
2. Layer 3 packet inspection and decision making; and
3. Compliant with applicable regulatory and industry requirements.

Switching Devices based on Layer 2 forwarding (Switches) - Network devices capable of:

1. May interface with traditional and modern carrier service offerings;
2. IT environments include: MAN/WAN Optical, Storage Networking, Ethernet, Wireless, and other environments where information must be transmitted between attached devices;
3. Physical layer (Non Disruptive) switches for patching, testing, and monitoring purposes;
4. Ethernet Switches with the abilities to make decisions and manipulate data at Layers 3 or higher, including: Load Balancing, Bandwidth Optimization, Health and Alert Monitoring, & Security Features; and
5. Technologies employed include but not limited to: Ethernet, SONET, WDM, and ATM.



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Wireless Ethernet - Typically Layer 2 and/or Layer 3 devices capable of wireless transmission and reception of data packets:

1. Access Points capable of providing local device accessibility;
2. Point-to-point or Bridged;
3. Meshed configuration; and
4. Licensed or unlicensed spectrum use.

Security Equipment and Solutions - May include devices operating at any layer in the OSI model.

1. Packet inspection/rule enforcement (ACL, Firewall, IDS, etc.);
2. Real time interpretation and response (Application Firewalls, IPS, etc.);
3. Content Filtering and/or Rate Limiting;
4. RAS solutions (VPN, SSL acceleration, etc.); and
5. Centralized monitoring, trend analysis, health and alerting systems.

Monitoring and Management Solutions - May include software or appliances operating at any layer in the OSI model:

1. Solutions should accomplish the centralization and interpretation of data acquired from networked devices;
2. Solutions should be developed around commonly accepted methodologies and should make use of SNMP and/or TL1;
3. Solutions must enhance security, manageability, and accountability;
4. Solutions interface should be an intuitive GUI, with possible built in CLI and manual configuration abilities; and
5. Reporting and analysis tools must include canned reports for regulatory compliance with HIPAA, etc.

Other Network Centric Solutions – Will include many of the required network elements not listed above:

1. DNS, NAT/PAT, DHCP, and other IP Address management solutions;
2. Mobility and session persistence solutions;
3. Authentication solutions;
4. SIP and other centralized communications and messaging solutions; and
5. Transceivers

Telephony

Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call accounting, and the associated end-user telephone devices.

Multi-Function Solutions

Industry movement indicates that multi-function networking appliances are becoming the way of the future. List and describe any product lines that are merging into multi-function platforms. This may include technology areas that are not covered in areas 1 to 7 above. Each such product should be listed with a note including the areas that are included and a short description of any other technological advantages gained through the aggregation of these technologies.

(i.e. Blade server chassis may house a built in Ethernet switch – Routers may be capable of Firewall, IDS, and other abilities – Network storage may include an Ethernet and/or a fiber channel switch – etc.)



December 6, 2011

Terri Johnson
State of Arizona
Procurement Group
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

Dear Ms. Johnson:

Insight Public Sector, Inc. (IPS) is pleased to respond the State of Arizona's Network Equipment and Services Request for Proposal #ADSP012-00001223. Based on the scope of the requirements, IPS has prepared a response that represents a comprehensive effort at meeting the State's needs.

For the past five years, Insight has enjoyed the opportunity of serving the State of Arizona as a contract holder of both the AZ Networking contract and the AZ UPS contract. By working closely with the State and our manufacturers over the past several years, Insight has become intimately aware of the State's infrastructure and IT roadmap, allowing transition to a new contract to be a seamless one.

We bring over 20 years of experience in the IT industry, solid vendor relationships, and highly trained and certified technical experts. Having relationships with over 1,500 manufacturers, Insight can provide a solution that is custom-tailored to meet the unique requirements of the County.

The attached proposal contains the details of the IPS commitment to provide the State of Arizona with the multiple benefits of partnering with us for your technology needs. Insight will demonstrate our ability to deliver your products on schedule by utilizing our state-of-the-art procurement, configuration, staging and delivery systems.

We have entered our best discount levels for each category in ProcureAZ, and have provided a detailed pricing narrative of our complete offering to the State, including multiple manufacturers in multiple categories.

To compliment Insight's responses to certain requirements, we have also provided additional information from a few of the major manufacturers we are offering to the State.

The documents included in Insight's proposal include the Offer and Acceptance Form, indicating our intent to be bound by terms and conditions in the Solicitation, Solicitation Amendment One, and our responses to the requirements in Attachment One (1), followed by Additional Information and Manufacturer Letters of Authorization.

Insight acknowledges receipt of the following amendments issued by the State for this RFP: Amendment 1 issued 11/15/11 and Amendment 2 issued 11/17/11.

Why Insight? Times are challenging – businesses are looking to reduce costs, reduce risk, and increase value. We are committed to being your IT partner today and going forward. We intend to work better than anyone else at providing solutions that match your requirements as outlined in your bid through our knowledgeable people, our wide variety of IT products and services, and our leading-edge technology. We appreciate your business and look forward to expanding our work with you to fulfill your software and information technology needs.

Should you have any questions or concerns regarding this proposal or require any further information, please do not hesitate to contact either your local Account Executive, Seth Swerdlow, at 480-212-7367, seth.swerdlow@insight.com, or Pam Potter, Proposal Manager, at 800-321-2437 x6810, pam.potter@insight.com.

We appreciate the opportunity to again win your business.

Sincerely,



Brian Hicks
Senior Vice President – Profitability



Solicitation Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201

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Solicitation No.: ADSP012-00001223

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Network Equipment and Services

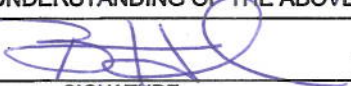
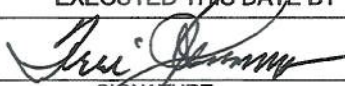
AMENDMENT NO.: ONE (1)

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Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. The Closing date for the above referenced Solicitation has been changed from November 30, 2011 at 3:00 p.m. MST, to **December 7, 2011**. The time and place for submittal has not been changed.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
	12/2/11		11/15/11
SIGNATURE	DATE	SIGNATURE	DATE
Brian Hicks, Senior Vice President, Profitability PRINTED/TYPED NAME AND TITLE		Terri Johnson, Senior Procurement Specialist TYPED NAME AND TITLE	



Offer and Acceptance

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OFFFEROR:

OF
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Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

07-675462-U

Federal Employer Identification No.:

36- 3949000

Email: seth.swerdlow@insight.com

Phone: 480-212-7367

Fax: 480-760-6682

Insight Public Sector, Inc.

Company Name

Signature of Person Authorized to Sign Offer

6820 S. Harl Avenue

Address

Brian Hicks

Printed Name

Tempe, Arizona 85283

City State Zip

Senior Vice President, Profitability

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order-2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____.


_____ The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this

day of

20

Procurement Officer

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Offerors shall endeavor to utilize these Attachments in response to the criteria requirements as stated in the Special Instructions to Offerors of this Request for Proposal.

Method Of Approach

- A. Offerors must describe their ability to provide the equipment including related products and support services. The response to this requirement should, at a minimum include information, what Manufacturer's are represented, the type/category of equipment offered, the number and type of support personnel or other value added resources that may be employed.

Insight Public Sector, Inc. is offering network equipment from three of the top networking manufacturers in the US - Cisco, HP, and Juniper; along with two leaders in their industries - Tipping Point for Intrusion Detection and SynApps for Unified Communications applications. A detailed breakdown of the associated categories for each manufacturer being offered has been provided in our pricing narrative under the Cost section of this Attachment One (1) response.

Sales

We utilize a sales model with both field and inside representatives. Insight has assembled an experienced sales team, led by a seasoned Account Executive and Client Solutions Executives. This team also includes an inside sales team, order processing team, service sales/solutions team, technical services team, networking specialists, manufacturer representatives, a Business Development Manager and a Contracts Manager. The Account Executive develops sales strategies and programs unique to each client to ensure that communication with Insight and the delivery of products and services meet your expectations. Your Account Executive can meet frequently with State entities, IT staff and end-users and will serve as a single point of contact for any issues. The team expects to be highly proactive in gaining business from State Agencies and the cooperative members. We have shown success in doing so with our current contracts. We currently hold Contracts EPS060043-28-A5 and EPS060043-7-A3, Networks, Equipment and Services, and EPS070086-2-A3, Uninterruptible Power Supply for new equipment, service and maintenance.

The State will also have access to a dedicated inside sales team that serves as a central resource for daily account activities. They understand the nuances of your account and have key relationships with partners to facilitate communication and best-buy advice for you. Your inside sales team works together to process orders, estimate delivery dates, and answer inquiries regarding product pricing, and availability. The following is a list of Insight staff that regularly works with the State of Arizona. Additional resources can be dedicated to the State in order to maintain the highest levels of satisfaction.

Field Sales:

*Seth Swerdlow, Account Executive – 480-212-7367, seth.swerdlow@insight.com
 Jennifer Bucich, Client Solutions Executive – 800-467-4448 x5315, jennifer.bucich@insight.com
 John Briggs, Client Solutions Executive – 800-467-4448 x5190, john.briggs@insight.com*

Inside Sales:

*Ubilvia (Billie) Fields, Design Engineer Associate – 512-382-4450, ubilia.fields@insight.com
 Teresa Fredericks, Client Solutions Representative – 800-467-4448 x5856, teresa.fredericks@insight.com*

Additional Resources:

*Brian Louderback, Manager – Field Sales Market
 David Deppisch – Manager – Inside Sales
 Vanessa Karman – Manager – Sales Support
 Erica Falchetti – Contract Manager*

Insight maintains strong relationships with the industry's leading manufacturers including Cisco, Hewlett-Packard, Juniper, IBM, Lenovo, Microsoft, Oracle, Sony and Toshiba as well as all of the major distributors including Ingram Micro, TechData, and Synnex. With over 40 buyers in Insight's purchasing organization, there is virtually no information technology product that we cannot source.

Insight's facilities include 440,000 square feet of distribution and warehouse space, as well as ISO 9001:2008 certified configuration, advanced integration labs, and fourteen branch offices around the country. Typically,



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Insight has over \$100 million of inventory on hand for fast availability, in addition to our unparalleled ability to source hard-to find technology products.

Insight's clients purchase products and services using different methods. We have clients that simply purchase products through our website. We have clients that work with their local account team to design, configure, and order everything from simple product purchases to highly complex solutions. We also have clients that utilize both methods. Historically, State of Arizona agencies and the cooperatives that use the current contracts held by Insight take advantage of the purchasing blend, using the website to price and obtain known items, and also working with the local account teams to provide additional quotes and information.

While our website will fill the need for usual commodity purchases, one of Insight's key value adds and differentiators is our local dedicated Presales Engineers. The primary purpose of these highly trained engineers is to assist clients in making the best purchasing decisions. We offer multiple levels of support to assist in the design of our clients' networking solutions. These services are pre-sales and free to our current and potential clients.

Insight also has many Presales Field Engineers who are highly qualified, seasoned and certified for the solutions we offer in this proposal. These engineers will visit the client on site, evaluate the environment and business needs, and offer a proposal for the best solution.

Inside Product Support (411): Our account executives can utilize Insight's "411" presales support group for configuration of simple equipment requirements. Typically this is done via conference call with the Account Executive, the client and the 411 resources. This assures proper sizing, configuration and consideration for the client's actual business needs.

Insight provides these free presales resources so we can provide proper solutions for our clients. This leads to fewer issues, decreased returns, and increased customer satisfaction.

Central to Insight's continued growth and success is our focus on offering a comprehensive menu of service solutions. There are more than 1,000 Insight employees in our Technical Services division. These include field engineers, systems engineers, consultants, repair lab and configuration lab technicians, technical support, administration, sales and an implementation team. Our technical service company supports clients nationwide.

Insight has a national reach operating in more than 30 markets throughout the United States. Our Network Infrastructure, Collaboration and Security solutions and services have been developed, tested and proven successful for a multitude of clients across thousands of networks in North America and the United Kingdom. All solutions are delivered through Insight's defined methodology – Review, Plan, Design, Implement and Operate – a repeatable process that we use for all project deliveries.

Insight Networking's core competency is architecting and deploying infrastructures that are real-time, reliable, pervasive and interoperable. We understand what it takes to successfully plan, design and implement complex and secure networks. Most internal network teams face a steep learning curve as they begin to deploy advanced network technologies. Insight's network consultants are 100% focused on designing and implementing client centric networks.

- We have worked on hundreds of networks and bring extensive infrastructure experience*
- We lead the industry with deployment expertise for advanced network technologies*
- We employ strong project management and service delivery methodologies to ensure a successful outcome*

Whether your project depends on network design engineers, implementation experts, professional consultants or project management, your qualified account manager can assemble a team of Insight experts and partner resources to serve you. The result is technological credentials and consultative expertise that combine to deliver solutions and services with exceptional breadth and depth. Our experience, strategic partnerships, 600+ technical certifications, global and nationwide reach, supreme customer satisfaction and industry expertise provide you with strategic solutions to meet or exceed your networking needs.



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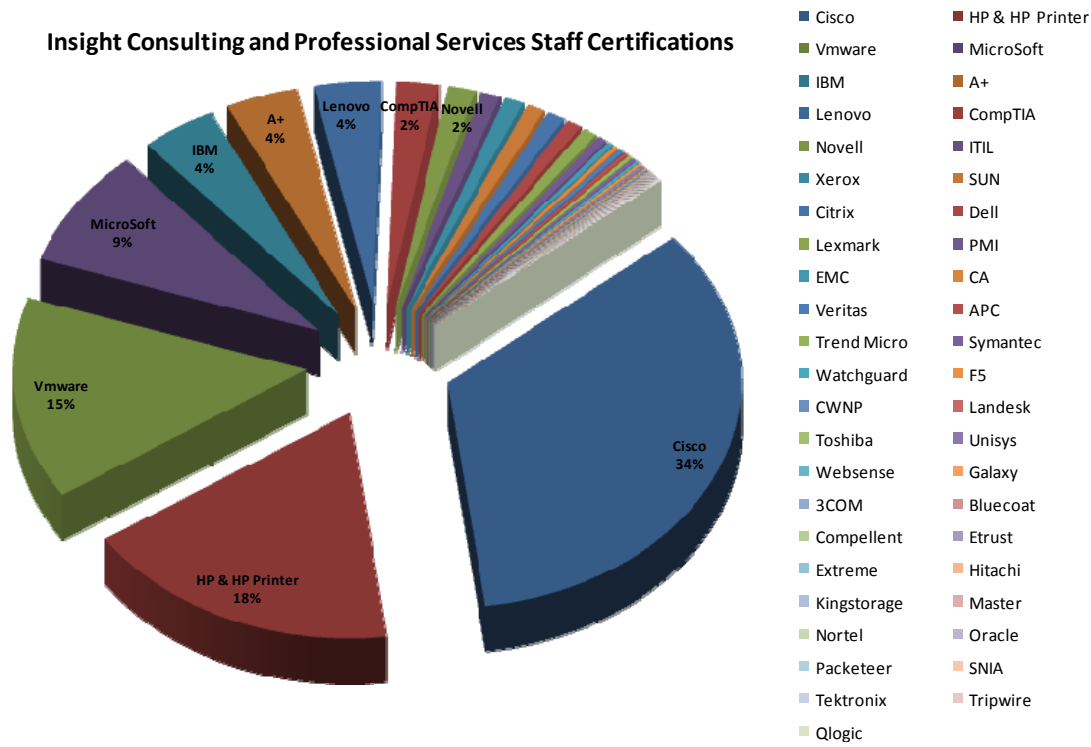
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Insight Consulting and Professional Services Staff Certifications



- B. Offerors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

By investing in the account coverage model described in our response to Section A, Insight strives to have its clients experience zero or at least very limited customer service issues. We believe that most potential problems can be eliminated at the presales stage, which is why we have made a substantial investment in presales quality training and coverage.

A dedicated sales team specially trained to handle the vast requirements of the State and eligible agencies will be assigned to this contract, and we will make every effort to ensure complete customer satisfaction. The Account Executive and Client Solutions Executives will assist initially with any issues or inquiries. He or she can provide product information, track a delivery, assist with returns or product switches, and, if needed, direct customers to the proper contacts within Help Desk Services. Technical concerns will be addressed by certified technical representatives. If the problem or concern cannot be resolved within two hours of the initial call, the appropriate sales manager, Brian Louderback, Field Sales Manager or Vanessa Karman, Inside Sales Manager, will be notified and will monitor the progress until the problem has been resolved. Every effort will be made to assure complete problem resolution within 8 – 12 hours of the initial call. The State of Arizona is strategic to the overall success of IPS. With our worldwide corporate headquarters located in Tempe, Arizona, we are dedicated to ensuring client satisfaction, involving higher management if necessary to provide problem resolution.

- C. Offerors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Client service is monitored by our management team to ensure ongoing client satisfaction and to quickly and effectively correct any issues that may arise. Quality control functions within different departments measure critical client service factors and recognize individuals and teams based on stringent quality and client service measurements.



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Using our Electronic Direct Mail system, customer satisfaction surveys are sent to “buying clients” and a slightly modified version of the survey is sent to “non-buying clients”. The buying account contacts we target are clients that have placed an order during the prior month but had not received the survey for at least three months. Insight improves policies, procedures and services based on intelligence derived from these surveys.

In addition, your account management team can conduct periodic onsite performance reviews with you. These meetings give us the opportunity to discuss your relationship with Insight, resolve any outstanding issues, and rate our performance relative to established goals. They may also include reviews of purchasing options, acquisition trends, and new industry developments.

To compliment Insight’s response to this requirement, we have also provided customer satisfaction information from a few of the major manufacturers we are offering to the State of Arizona below.

CISCO

Customer satisfaction is a core value at Cisco. Since 1992, we have been conducting an Annual Customer Satisfaction Survey. Using the valuable input we receive from our customers, we establish the principal objectives for each of our functional areas. In addition, hiring and resource allocation decisions are based on consolidated customer feedback scores. Cisco believes so strongly in customer satisfaction that a corporate-wide bonus is tied to our results.

Every year we set goals to increase customer satisfaction. The information we gather measures our high-level relationships with customers and spotlights areas where we need to focus more attention. At times, the survey leads to the development of focus groups and follow-up surveys, which help dig more deeply into customer issues. Such initiatives, when coupled with data from transactional measurements, provide a rich source of direction from our customers.

Cisco’s key business processes impacting customer satisfaction include design, development, manufacturing operations, support, and service. Supporting processes include sales, marketing, data storage and backup, and employee development and management. (See **Figure 1.**)

For more information, see:

http://www.cisco.com/web/about/ac50/ac208/about_cisco_approach_to_quality_customer_sat_survey.html

Cisco’s History of Customer Satisfaction

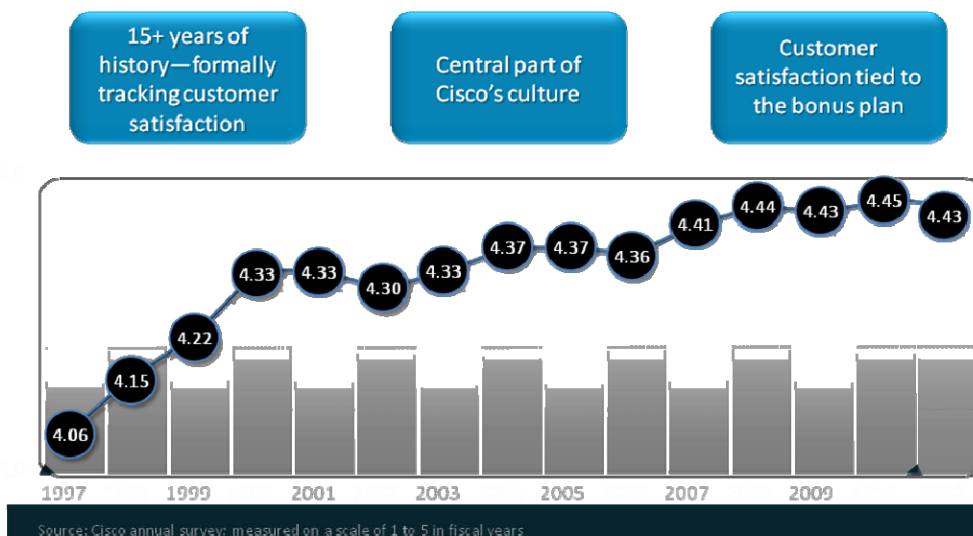


Figure 1. Cisco’s Customer Satisfaction Results from 1997 to Present



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HEWLETT-PACKARD

HP Customer Feedback

Hewlett-Packard believes that customers define quality based on their expectations and how well those expectations are met through their total experience with the company. HP employs a number of formal customer feedback vehicles to assess total customer experience (TCE). These vehicles include surveys, customer programs and panels and a clearly defined escalation process for handling dissatisfaction.

HP Customer Feedback Vehicles

Additionally, informal customer feedback is continually gathered by HP management, sales and support personnel in their daily business interactions with customers. The focus on understanding customers starts with HP senior management. Top company executives frequently meet with customers to solicit feedback on how well HP products and services are meeting their critical business needs.

Customer Experience Research

HP funds four types of TCE research and measurement instruments. Our objectives with these instruments are to measure what matters most to customers, to evaluate progress and to set improvement goals that move HP ahead of the competition

Level 1: End-to-End Customer Experience Surveys

The Level 1 customer satisfaction survey is a blind, semi-annual worldwide survey intended primarily to measure HP performance against our competitors. Key metrics from this survey provide an overall end-to-end TCE score. Because customer satisfaction is viewed as such an important metric, the results of this survey are linked to HP employee compensation.

Level 2: Lifecycle Phase / Category Surveys

Level 2 surveys are conducted to provide details that can be used to perform a high-level diagnosis of TCE problems in one or more subsets of the customer experience. For example, Level 2 surveys typically provide more information about a product or service category such as Business Critical Servers or Customer Support. They may also be used to provide insight into HP relationships with specific customer segments such as corporate accounts or channel partners. Finally, they may be designed to provide details about a specific aspect of the TCE lifecycle; for example, consumer experience in the first 90 days of receiving a product.

Level 3: Transaction / Touchpoint Surveys

Touchpoint surveys are triggered by an event or transaction. Their purpose is twofold: rapid problem resolution and diagnosis of potential systemic problems that can be addressed by operational improvements. Examples of Level 3 Touchpoint surveys include rating the purchase experience after an online or retail shopping experience or rating the support experience after a help desk call.

Level 4: Operational Metrics

Level 4 TCE research involves tracking of ongoing metrics for key internal processes that impact the customer experience. Examples include the percentage of out-of-stock repair parts or the percentage of missed customer commitments. Level 4 measures are often early warning signals of issues that may escalate to become customer dissatisfaction problems. Attention to these measures can ensure corrective action of small problems before they become large.

Within the worldwide HP TCE and Quality function, a TCE Research team is responsible for the overall research and measurement architecture. This team is also responsible for executing Level 1 and Level 2 research.

Level 3 and 4 measurement is conducted within the Business Groups and their corresponding Global Business Units and geographies. Selected Level 3 and Level 4 metrics from the business groups are also compiled at a company-wide level to provide an overall operational picture of the total customer experience.



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- D. Offerors must thoroughly describe their ability to provide value added technical services including design services, installation, training or directly related optional services and the geographic area where the services may be provided.

Combining the technologies, expertise and services necessary for your individual needs, Insight designs and deploys secure network infrastructures built with long-term goals in mind. From assessments to strategy and implementation to management, Insight delivers a methodology that has been proven on hundreds of networks for clients across the U.S.

Insight's network professional services team is your go-to networking resource, offering a full range of services from network design and implementation to trouble-shooting and maintenance. Our highly-trained and certified experts support you with in-depth knowledge of networking hardware, software, systems and protocols. This deep pool of technical competency ensures that we provide the right networking solution that aligns to your specific business requirements.

Regardless of your network's size or geographical scope, we have the technical skill set and vendor partnerships to support your complete networking strategy. Whether you need a simple local-area network or a complex statewide infrastructure, our networking professionals will create a solution that meets requirements for security, performance, capacity and functionality. Insight's Network Solutions staff includes Certified Networking Associates (CNAs), Cisco Certified Networking Professionals (CNP's) and Cisco Certified International Experts (CCIEs).

Assess Network Strengths and Opportunities - Network Assessment

Using industry best practices, best-in-class tools and a proven methodology, assessments provide a holistic review of your current architecture, stability and overall performance, identifying gaps and opportunities for improvement.

Set the Stage with Strategy - Network Strategy

Gain a comprehensive vision for your data, security and telephony infrastructure. It ensures that the network of your future is positioned to support the business, and provides a roadmap to guide investments in people, operations and technology.

Future-Minded Design - Network Infrastructure Design

With industry certifications across the networking spectrum, Insight's network consultants are 100% focused on designing client-centric infrastructures, engaging the technologies that align to your business, technical and financial goals.

Services to Simplify Deployment - Network Deployment

Insight's state-of-the-art Integration Labs and on-site Implementation Services provide experienced, expert resources and cost-effective options for managing the deployment of an optimized network.

Proactive Monitoring and Management - Remote Network Management

Proactive monitoring and management keeps you in control. Insight's U.S.-based engineers and technicians in the Network Operations Center hold over 500 industry certifications around security, event response and remote management of critical network infrastructures.

Core Network Solutions

Core Routing and Switching



- General LAN/WAN Design and Implementation
- Campus Networking
- Data Center Specific Networking



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Wireless LAN/WAN



- Site Surveys
- WLAN-Specific Architecture
- Design & Implementation
- Strategic Partnerships

Advanced Network Solutions



- Enterprise DNS/DHCP
- Network Resource Load Balancing
- Content Delivery
- MPLS
- IP Quality of Service (QoS)
- IP Multicast
- Advanced Routing Technologies

- E. Offerors must describe any energy efficiency program (s) by identifying the Products that meet Energy Star or other recognized programs for energy efficiency. Examples or case scenarios of potential savings to be experienced should be provided. Modularity, tiered management support, minimal power consumption, security enhancements and limitations in throughput should be clearly identified in supporting documentation.

Initiatives/Programs Available through Insight to move toward Greener IT

Insight has witnessed an increase in clients' environmental awareness and desire to partner with responsible suppliers. As a result, Insight has strengthened its 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.

• Green IT Products

With EPEAT, Energy Star and Bulk Purchasing, you 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 for 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*

• Energy Optimization - Go Green with Virtualization

The explosive 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; you 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.



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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, you 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 you need to ensure projects are delivered right. In addition, our close ties with virtualization leaders like VMware, HP, IBM and Sun mean you 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 your data center costs and your carbon footprint.

- **Electronic Software Distribution (ESD)**

Insight works with both our clients and our publishers to create and support licensing program and media delivery that reduces the technology carbon footprint. Insight has invested in eProcurement services that we deliver 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 its 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. By reducing cost and improving turnaround times, these processes provide highly reliable alternatives for manual business transactions.

- **EPA Compliant Asset Disposition and Recycling Program**

Insight has a customized asset disposition program that gives you the greatest economic return and cost efficiencies to help mitigate your asset disposition challenges. The Insight team offers clients an easy and comprehensive asset disposition program that not only gives you the greatest value for your 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 for 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 compliance with disposal regulations. Detailed reports listing equipment and serial numbers simplify management and reporting. We will erase all data from your equipment and provide Certificates of Erasure as required.



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Minimizing e-waste in Landfills - Disposal and Recycling

The Environmental Protection Agency reports that 80 to 85 percent of all e-waste ends up in landfills. This is especially troubling considering that the agency regards many IT assets 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. All computer equipment contains some form of hazardous waste. We make sure those wastes are dealt with in accordance with EPA disposal requirements. Our practice is to ensure 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. 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.

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.

Redeploying IT assets is a 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 you're ready to redeploy.

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.

Insight has been awarded the IDC Green Recycling and Asset Disposal for the Enterprise (G.R.A.D.E.) certification for a second consecutive year. For more than 10 years, Insight has offered U.S.-based clients Asset Disposition and Remarketing services through its best-in-class Lifecycle practice.

Through the recertification process, IDC found that Insight has expanded its on-site drive crushing operation and on-site data erasure capabilities, streamlined its vendor line up and tightened management of logistics and carrier partners.

"Despite the challenges presented by a difficult economy over the last year, Insight remained focused on enhancing the quality and efficiency of its ITAD operation," said David Daoud, research manager, Personal Systems at IDC. "The company continued to invest in its logistics and data security capabilities while also improving its customer engagement capabilities. These investments should serve the company well as enterprises move into a new refresh cycle, spurred by improving economic conditions."



The G.R.A.D.E. certification process is based on 34 IT Asset Disposal (ITAD)-related functions and tasks and uses a multi-dimensional weighting system that incorporates the broad offerings of remote applications, onsite services, logistics, in-plant processing, and post treatment. IDC G.R.A.D.E. certification is currently focused on the U.S. market with a view on compliance, sustainability, environmental stewardship, business continuity, and ROI.

Asset disposition represents a critical component of the IT lifecycle and highlights Insight's commitment towards environmental sustainability. In 2010, our ITAD practice eliminated over 225,000 assets, which equated to over 2,300 tons of e-waste from landfills. Asset Disposition has long been a core component of our Lifecycle Services supporting a wide range of clients – from small business to Fortune 500 enterprises.



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As Insight is offering products from several manufacturers in each category, the additional information has been provided by the following manufacturers.

CISCO

In response to energy costs, environmental concerns, and government directives, there is an increased need for sustainable and "green" business IT operations. Methods to measure power consumption and control energy output are now the focus of businesses worldwide, with all customers looking for consolidated energy management across different device and communications media.

Cisco EnergyWise is a new energy management architecture that will allow IT operations and facilities to measure and fine-tune power usage to realize significant cost savings. Cisco EnergyWise focuses on reducing power utilization on all devices connected to a Cisco network ranging from Power over Ethernet (PoE) devices such as IP phones and wireless access points to IP-enabled building and lighting controllers. It uses an intelligent network-based approach, allowing IT and building facilities operations to understand, optimize, and control power across an entire corporate infrastructure, potentially affecting any powered device. See http://www.cisco.com/en/US/prod/switches/ps5718/ps10195/white_paper_c11-514539.pdf or http://www.cisco.com/en/US/prod/switches/ps5718/ps10195/white_paper_c11-514539.html for further information on EnergyWise and Cisco program to conserve resources.

Cisco has been investigating energy efficiency for all aspects of networking for a number of years. Over time, the efficiency of the network has improved significantly (in terms of bits carried per Joule used) through improvements in architectures, designs, and underlying technology. However, to maintain or improve this rate of progress, it is important to use objective methodologies and metrics that ensure generational improvements in all aspects of the network. For this reason, Cisco strongly supports the work of the Energy Star program, as well as other energy conservation programs.

In order to foster improvements in individual network components that most benefit the overall efficiency of the network, the methodology must take into account the critical requirements of the network; it must examine the architectural impact of the component functions and features; and it must evaluate the component performance in conditions that match the real world usage.

HEWLETT-PACKARD

In March 2011, HP was awarded the Miercom Certified Green Certification. This recognizes the large number of HP's Energy Efficient switches that have been tested by Miercom.

Miercom is an independent testing lab that rates networking equipment based on several criteria – such as power efficiency, heat dissipation, cooling requirements, energy efficiency and overall product efficiency. To meet Miercom's stringent Certified Green criteria, HP Networking products had to be in the top 30 percent of the industry for energy efficiency and pass a thorough audit of "green" best practices.



The Miercom certification emulates real-world applications, testing several application profiles to determine benchmarks related to performance and power. Tests involved measuring the power consumption of products at different packet sizes, under various loading conditions, and with or without Power over Ethernet (PoE).

This validates the work that HP has been doing reducing the environmental footprint and operational costs through continued development work and leadership in the standardization organizations. In December 2010, it was announced that HP was the first to ship switches with the new IEEE Energy Efficient Ethernet standard. This standard (IEEE 802.3az) reduces power consumption of IT devices by automatically adjusting energy use based on actual network traffic between switches and other networked devices in real time.

The new HP E-Series zl modules are the first IEEE Energy Efficient Ethernet-enabled switches to automatically enter "sleep mode" as will connected EEE-devices, when no traffic is being transmitted. During low activity, Energy Efficient Ethernet-enabled products enter a "sleep mode" that uses less energy than idling at full power, but allows the connected devices to instantly re-engage when data transmission occurs. This



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enables significant power savings over traditional switches, which offer limited correlation between energy consumption and actual traffic flow.

Did you know:

- ABI research has rated HP as the #1 IT company in environmental awareness
- HP modular switches enable up to 45 percent cost savings and our fixed-port switches enable up to 38 percent savings compared to industry averages (Source: Miercom)
- Using our management software, you can remotely schedule shutdown of idle PoE devices such as VoIP phones during the off hours – saving up to 73 percent in energy costs.

Specifically, the following HP switches have achieved the Miercom Certified Green Award:

HP Switch	Max Power Consumption
HP A12508 Switch Chassis (JF431B)	4750.0 W
HP A7506 Switch Chassis (JD239B)	895.0 W
HP E8212 zI Switch with Premium Software (J9641A)	3252.3 W
HP E5406 zI Switch with Premium Software (J9642A)	1084.1 W
HP E6600-24G-4XG Switch (J9264A)	204.3 W
HP E6600-24XG Switch (J9265A)	405.4 W
HP A5820X-24XG-SFP+ Switch (JC102A)	184.8 W
HP A5800-48G-PoE+ Switch with 1 Interface Slot (JC104A)	972.3 W
HP A5800-24G-PoE+ Switch (JC099A)	869.3 W
HP A5800-48G Switch with 1 Interface Slot (JC105A)	163.1 W
HP E3500-48G-PoE yI Switch (J8693A)	705.0 W
HP 2910-48G aI Switch (J9147A)	105.0 W
HP A5120-48G SI Switch (JE072A)	55.4 W
HP E4800-48G Switch (JD010A)	114.0 W
HP E4800-24G Switch (JD007A)	67.0 W
HP E2520-24G-PoE Switch (J9299A)	260.4 W
HP E2520-8G-PoE Switch (J9298A)	86.2 W
HP E2520-24-PoE Switch (J9138A)	257 W
HP E2520-8-PoE Switch (J9137A)	85.5 W
HP E2510-48G Switch (J9280A)	99.9 W
HP E2610-48 Switch (J9088A)	66.0 W
HP E2620-48-PoE+ Switch (J9627A)	448 W
HP E2620-24-PoE+ Switch (J9625A)	428.0 W
HP E2620-24-PPoE+ Switch (J9624A)	165.8 W
HP E2620-48 Switch (J9626A)	34.4 W
HP E2620-24 Switch (J9623A)	22.1 W
HP V1910-48G Switch (JE009A)	55.4 W



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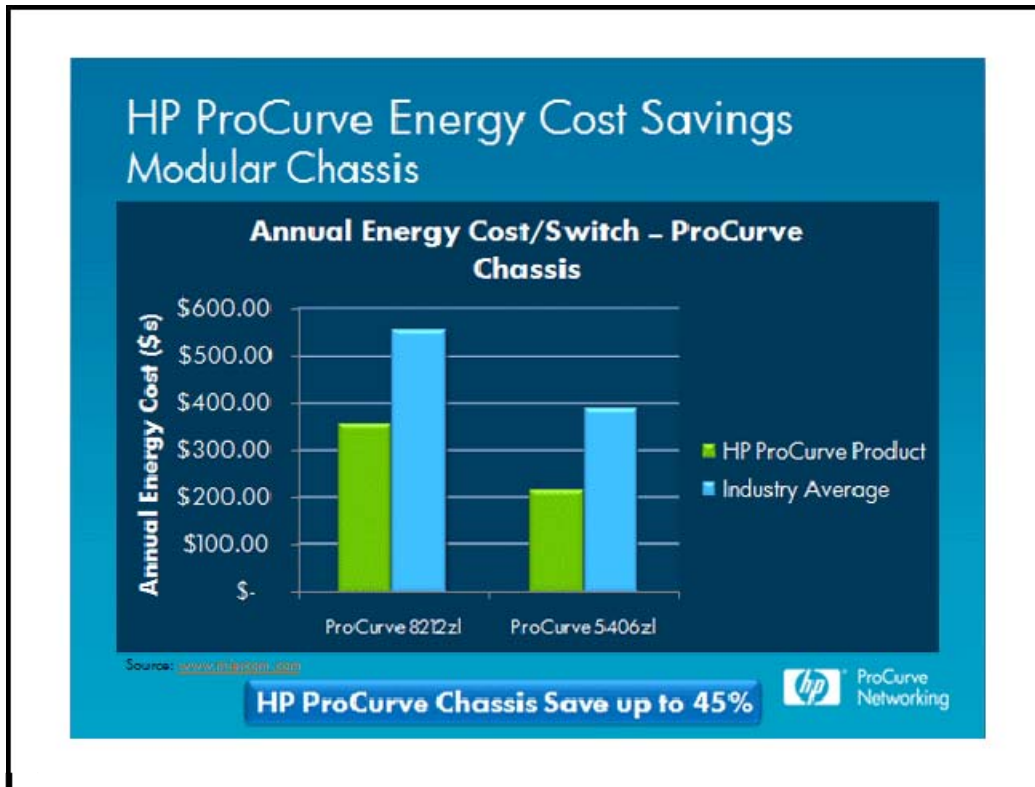
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Note: Maximum power is the worst-case theoretical maximum numbers provided for planning the infrastructure with fully loaded PoE (if equipped), 100% traffic, all ports plugged in, and all modules populated.

Additionally, the following switches support IEEE 802.3az Energy Efficient Ethernet. This standard lowers power consumption in periods of low link usage.

- HP E8200 zl Switch Series (Supported on v2 zl 10/100/1000 & 10/100 modules)
- HP E5400 zl Switch Series (Supported on v2 zl 10/100/1000 & 10/100 modules)
- HP E3800 Switch Series
- HP V1410-16 Switch (J9662A)
- HP V1410-24 Switch (J9663A)

Supporting document can be found at: <http://www.miercom.com/tag/hp/> and <http://h20195.www2.hp.com/v2/doctype.aspx?doctype=Data+sheet&lc=en&cc=us&prodtype=12883&resultsperpage=all>





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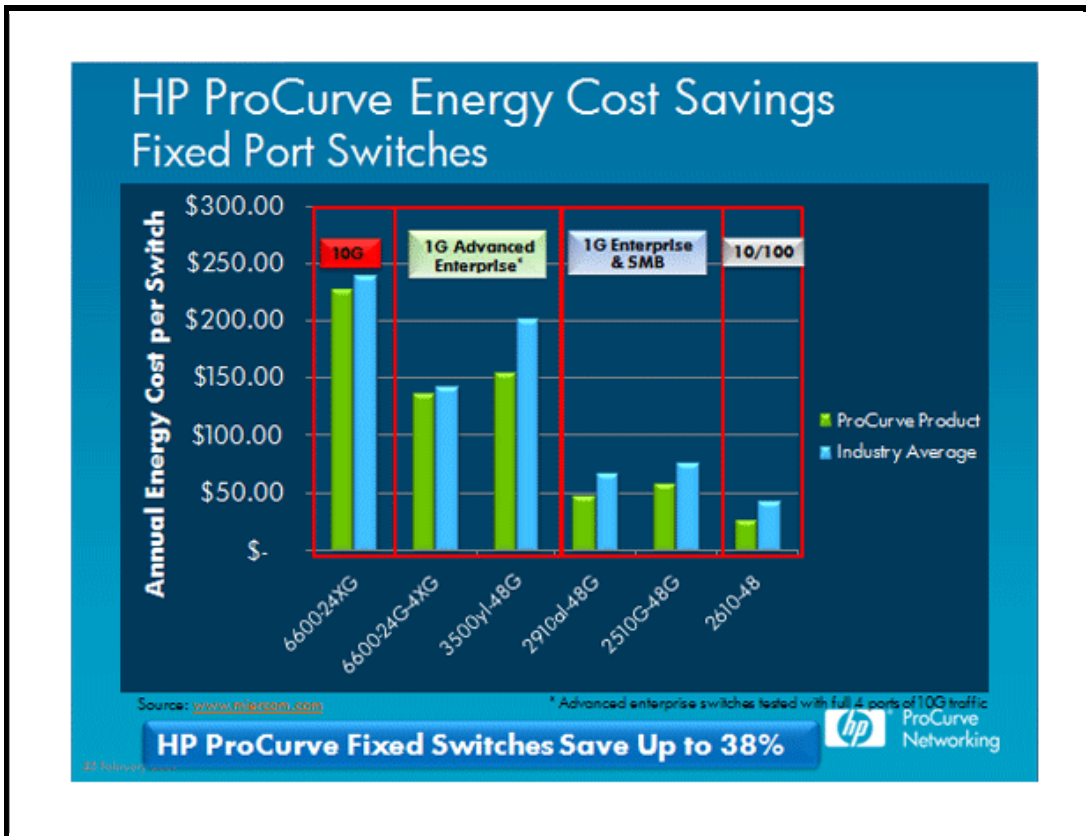
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Source: www.miercom.com

JUNIPER

One of the most important ways we contribute to a more sustainable future is through our products. The New Network enables smarter energy grids, reduced travel needs (with Web, video and 3-D conferencing), improved resource allocation (such as that delivered by cloud computing), automated building management controls, and much more. All the connections and real-time data delivered by the New Network allow us to tackle hard problems, make better decisions, and create sustainable change.

As our reliance on the New Network grows, we have a responsibility to ensure that the energy used to power the New Network does not. Currently, information and communications technologies (ICT) are responsible for 2% of the world's carbon emissions. While the New Network enables other industries to achieve efficiencies and emissions reductions that far offset its own energy consumption, no industry gets a free pass on energy efficiency. Juniper is focused on ensuring the New Network is as efficient, as it is fast, reliable, and secure.

Sustainable Networking

Juniper believes environmental considerations and energy efficiency must be part of every product's design criteria. We are committed to sustainable networking; developing solutions that use energy more efficiently and minimize heat generation, without compromising on the security, performance or agility of the New Network. From the inception of any product, we look at the entire lifecycle to identify ways to reduce environmental impacts. We explore:

- **Design** – The design of each solution, from the materials and components to the features and functionality, can impact its energy efficiency. Our goal is to continue to bring to market the highest-capacity, highest-density solutions that provide customers the performance, scale, and security they need, while consuming the least amount of space, power, and cooling per unit of bandwidth.



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- **Architecture** – *Simplicity in the overall network architecture can significantly reduce waste and maximize utility. We look at ways to collapse layers and reduce physical devices to create long-term power, space, and cooling savings capable of efficiently supporting the exponential growth and demand on the New Network.*

- **Product Lifecycle** – *Changes throughout the product lifecycle, from concept to delivery, can make a big difference in the product's overall environmental impact. We look at every stage, from where materials are sourced and suppliers are located to how the products are packaged and transported to the customer, with the goal of identifying opportunities to reduce the impact of our solutions.*

The following are just a few highlights from 2010 that describe some of the ways in which we advanced sustainable networking to accelerate the benefits of the New Network.

Sustainable Design

Juniper looks at every aspect of the design of our solutions to identify ways we can reduce environmental impacts. We not only offer inherent energy efficiencies, but also enable customers to future-proof their network, which allows them to extend the life of their infrastructure and reduce waste associated with equipment replacement.

Sustainable Architecture

We look at ways to simplify and streamline the architectural design of the network to reduce the number of devices customers need to deploy. Fewer devices typically equates to a smaller footprint and a reduction in power and cooling requirements, which reduces the overall environmental impact.

Energy Efficiency Standards

We are committed to creating standards, so customers can understand the energy efficiency implications of their networking solutions and make informed, sustainable decisions around their infrastructure. Juniper jointly developed the Energy Consumption Rating (ECR) with Lawrence Berkeley Labs and IXIA . We then worked within international standards bodies, such as the International Telecommunication Union (ITU), to drive consensus around energy efficiency measurements for networking equipment. In 2010, the Alliance for Telecommunications Industry Solutions (ATIS) developed a comparable energy efficiency standard, called TEER, for different classes of networking equipment and adopted the ECR test methodology for measuring TEER. Juniper also joined Climate Savers Computing Initiative (CSCI) as a board member to help drive the Environmental Protection Agency (EPA) agenda for meaningful metrics for networking equipment that customers can use to understand and make buying decisions around the energy efficiency of network equipment.

- F. Offerors should submit detailed information on how technical support is handled and controlled. Also include what time frame can be expected for this service and all other additional pertinent or important information relating to this program.

Insight will assign a dedicated sales team specially trained to handle the vast requirements of the State and eligible agencies to this contract, and we will make every effort to ensure complete customer satisfaction. The Account Executive and Client Solutions Executives will assist initially with any inquiries and evaluate the client's issues. This is the first step prior to engaging the manufacturer's technical support operations center or local personnel and increases accuracy in relaying issues to internal or manufacturer technical support personnel. As needed, he or she can provide product information, assist with product returns, or engage the proper internal certified technical representative or manufacturer technical support personnel. If the problem or concern cannot be resolved within two hours of the initial call, the appropriate sales manager, Brian Louderback, Field Sales Manager or Vanessa Karman, Inside Sales Manager, will be notified and will monitor the progress until the problem has been resolved. We will make every effort to assure complete problem resolution within 8 – 12 hours of the initial call.



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- G. Offerors must provide a detailed narrative of their maintenance programs including but not limited to the processes, locations sites, any maintenance agreement forms, coterminous alternatives, pricing, etc. A detailed narrative concerning any warranty dependencies shall also be provided.

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 you choose the level of service you need so you can gain the most value and financial return from your 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 you need it

Trade-In & Remarketing Programs

Insight gives you options for managing your IT lifecycle more efficiently. Trade-in and remarketing programs allow you to use the value of existing assets to make new technology acquisitions more affordable. Insight can also help you safely and responsibly dispose of the systems that promise no economic return. Insight also offers refurbishment and redeployment services that provide cost-effective options for meeting growing user populations without buying new systems. Insight's "partnership strategy" allows you to generate revenue from your obsolete equipment. If there is any value in your retired computer equipment, Insight provides all the logistics to ensure that the retrieval process minimizes your costs. We will provide you with trade-in numbers and a remarketing approach for your 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 you the greatest economic return and cost efficiencies to your asset disposition challenges. The Insight team offers your company an easy and comprehensive asset disposition program that not only gives you the greatest value for your 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 your data from your equipment and provide Certificates of Erasure as required.

CISCO

Cisco SMARTnet is an industry leading warranty support program, offering some of the best TAC services in the industry, and depot locations around the globe to provide local parts replacement. Cisco SMARTnet may be ordered at the point of sale or during the life of the product. Contract terms are offered for one, two, three, four, and five years. Cisco also offers a payment plan option through its lending partner, Key Government Finance. To utilize the payment plan option, a simple agreement is put in place between the customer and Key Government Finance.

Please refer to Cisco's End User License Agreement (EULA) for a full description of warranty terms.

Cisco maintains service depot locations in the following sites to serve the State of Arizona.

- Flagstaff, AZ



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- Tempe, AZ
- Tucson, AZ
- Yuma, AZ
- Las Vegas, NV
- San Diego, CA

HEWLETT-PACKARD

HP Networking Product Warranty

HP networking products set the standards for quality and reliability, and come with warranties you would expect from HP. From industry-leading lifetime warranties (for as long as you own the product) through competitive one-year warranties, HP networking product warranties have been developed to complement a broad portfolio of HP services to effectively meet your needs.

HP networking product warranty policy details are at www.hp.com/networking/warranty.

Onsite response time specifies the period of time that begins when the initial service request is received and logged with HP and ends when the HP authorized representative arrives at the State's site. Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. All response times apply only to sites located within 100 miles or 160km of an HP designated support hub. Travel to U.S. sites located within 200 miles (320 km) of an HP designated support hub is provided at no additional charge. If the site is located more than 200 miles (320 km) from the HP designated support hub, response times will be adjusted and additional travel charges may apply.

HP offers the support options listed in the table below for the proposed products. These support options are available through Care Packs that can be purchased at the time of product purchase that provide support for up to 5 years, or as annualized service agreements.

HP Networking Products - Hardware Service Levels

Option	Delivery Specifications
Next Business Day Exchange	HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. The State must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental
Next-day response, standard business hours (9x5)	An HP authorized representative will arrive at the State's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
4-hour response, extended business hours (13x5)	An HP authorized representative will arrive at the State's site during the coverage window between 8:00 am and 9:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service within 4 hours of



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Option	Delivery Specifications
	the initial service request being logged. The 4-hour response time is measured during the coverage window only. For calls received after 5:00 pm local time, the response time may be carried over to the next HP business day.
4-hour response, 24x7	An HP authorized representative will arrive at the State's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
6-hour "Call to Repair"	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office an eight-hour hardware call-to-repair time commitment is provided.

HP Networking Products: Hardware and Software Service Level Options

Option	Delivery Specifications
Support Plus and Support Plus 24	<p>This package includes: on-site HW support with a 4-hour response time and a delivery window of 13 hours during standard office days (Support Plus) and 24 hours (Support Plus 24). Software Support with a service window of 13 hours a day standard business day (Support Plus) and 24 hours (Support Plus 24). Software Information, License to Use new versions of software and distribution of software updates.</p> <p>Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.</p>
Proactive 24	<p>HP Proactive 24 Service (P24) is an integrated hardware and software support solution designed to help you get more from your IT investment. HP Proactive 24 Service combines industry-leading technical assistance with proactive account services to cover the entire IT infrastructure, and to improve the IT environment's stability, availability, and operational effectiveness.</p> <p>HP Proactive 24 Service enables you to leverage HP best practices by providing access to HP's global technical expertise. An assigned Account Support Consultant will serve as your primary contact for proactive services within the HP support organization and will coordinate additional, specialized resources as necessary. Your Account Support Consultant begins by forming a close working relationship with you to understand your IT infrastructure and goals to assist you in identifying gaps in supportability. Your assigned Account Support Consultant will meet with you twice a year to ensure ongoing goal alignment and fulfillment of your support needs.</p> <p>Although problem avoidance through proactive measures is the goal, the HP Proactive 24 Service includes comprehensive assistance if hardware and software problems do occur. To ensure that your problems are resolved quickly, HP Proactive 24 Service includes 24x7</p>



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Option	Delivery Specifications
	<p>support, with a two-hour response time for software issues, and a four hour on-site response commitment for hardware issues. In addition, HP is equipped with leading-edge remote technologies and tools to proactively monitor operations to reduce downtime and resolve problems in a timely manner.</p>
<p>Critical Advantage</p>	<p>Critical Advantage provides an assigned account team that knows your environment and business requirements and works with you collaboratively as an extension of your team. The Account Support Manager (ASM), Remote Support Account Advocate (RSAA), and Mission Critical Hardware Specialist (MCHS - available for customers choosing 6 hour call to repair reactive support level) provide best practices, knowledge transfer and act as advocates and technical advisors to help you meet your business/IT objectives.</p> <p>You can choose from a variety of hardware support options (6 Hour Call to Repair, 24x7 4 hour onsite response, or 13x5 4 hour onsite response). Incident response is managed through HP's Global Mission Critical Solution Center (GMSCC), providing mission-critical levels of rapid reactive support. Whichever hardware service level you choose, Critical Advantage software support includes 24x7 coverage, 2 hour standard response, and expedited response from the GMSCC for critical calls. Your named RSAA acts as your advocate, overseeing any escalations needed to resolve complex or interdependent issues.</p> <p>Your HP ASM works with you to develop your Account Support Plan. Your ASM will conduct annual support reviews, annual virtual/physical technology reviews, firmware and related driver analysis, patch analysis for OS and hypervisors, and facilitate HP remote tool setup. Your ASM acts as a single point of accountability, but leverages HP resources to facilitate best practices and knowledge sharing, and provides the proactive services needed to continuously improve performance and availability.</p> <p>You accumulate flexible credits depending upon the amount of Critical Advantage purchased and you may also purchase additional credits as needed. These credits can be used to address issues specific to your environment, such as performance tuning and capacity planning for virtualized environments, availability optimization, or mission-critical application migration to virtualized environments. Flexible credits can also be used for any Proactive Select service or for custom activities, as needed. Your ASM works with you to select and manage delivery of the services that meet your specific requirements.</p>
<p>Critical Service</p>	<p>HP Critical Service (CS) is a comprehensive support solution designed for businesses running mission critical applications which cannot tolerate downtime without significant business impact. HP Critical Service provides the right combination of proactive and reactive services designed to maximize availability and performance across your IT infrastructure. With fewer interruptions and less downtime, you will lower costs and gain competitive advantages in the marketplace.</p> <p>HP Critical Service maximizes your infrastructure's availability and performance through an ITIL-based (IT Infrastructure Library) framework of proven, integrated processes and best practices. HP assigns a support team of HP certified specialists knowledgeable in complex computing environments. This team begins by conducting an assessment of your infrastructure. The assessment's results are used to design a strategy to align your IT commitments and business goals.</p> <p>Your support team meets with you quarterly to discuss progress and ongoing alignment</p>



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Option	Delivery Specifications
	<p>with your goals. Working closely with your IT staff and management, your HP Account Support Consultant—the leader of your assigned team—will further assist you by identifying and managing the delivery of state-of-the-art Technical Services for improvements in areas such as high availability, capacity management, change planning, and security.</p> <p>In the event that a critical problem occurs, HP Critical Service implements accelerated recovery and restoration processes. You receive a direct connection to HP’s specialists who take action to resolve the problem. In addition, HP commits to resolve your hardware problem within a maximum of 6 hours from the time of call receipt. Your team of HP certified specialists is equipped with leading-edge remote technologies and tools. These tools (with a range of capabilities including remote monitoring of your environment’s stability) help to minimize downtime, increase productivity, and yield a higher return on your IT investment.</p> <p>In order to meet your individual needs, the service is both modular and scalable. Different technology modules (server, storage, storage area networks (SAN) and networks) are purchased as applicable. The features contained in the different technology modules are delivered by teams who specialize in the appropriate technology areas. Integrating HP Critical Service into your mission critical computing environment enables HP to support your IT infrastructure end-to-end. HP joins you in your IT endeavors, allowing you to focus on your business and profitability.</p>

Please refer to the “Additional Information” following the responses to Attachment One for maintenance program information for the following manufacturers: HP, HP TippingPoint, Juniper, Syn-Apps.

- H. Offerors must thoroughly describe how product catalog information, including pricing shall be communicated, maintained and updated. Information shall include whether a designated website shall be utilized, and if so, a description of the website and its features including screen prints if available.

Insight eProcurement

Insight provides a total eProcurement solution for conducting product search and purchase. In addition, we offer best in class tools that will streamline the way the State of Arizona and other eligible purchasers manage procurement activity throughout the system.

The following are highlights of what we can offer to the State, but this is not exhaustive. We would welcome the opportunity to present a demonstration of our system, showing how it could be tailored to your users’ requirements.

▼ Search Tools

- **Keyword Search**— With Keyword Search, end-users will have the ability to type product description, title, part number, model, category and Boolean based searches. (ex: “Microsoft,” “Licenses,” “MS Office,” “269,” or “269-02512A”)



Solutions Services Products Why Insight

Search Our Product Catalog



Advanced Search

Federal

State

Local

K-12 Education

Higher Education

Public Safety



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- **Advanced Search** – With advanced search, users will have the ability to drill-down by keyword, spare parts only, price range, category, sub-category, partial/full mfr. part number and in-stock/out-of-stock. (Ex: Software > Applications > Microsoft)

Try a Different Search

Keyword(s): (ie. Mfr Part. # or Description)	<input type="text"/>
Price Range:	From \$ <input type="text"/> to <input type="text"/>
Category:	All <input type="button" value="v"/>
Sub-Category:	Select A Category First
Manufacturer:	All <input type="button" value="v"/>

- **Product Menu** – Using our Product Menu, users will have the ability to select a category, and drill-down to a sub-category. (Ex: Networking > Bridges/Routers).

Insight Solutions Services **Products** Why Insight

Search Our Product Catalog

Notebooks	Desktops	Servers	Printers	Printer Consumables	Memory	Power Management
Netbooks	PC-Intel Processor	Blade Servers	Multifunction Printers	Toner Cartridges	RAM	UPS
Ultra Light Weight	PC-AMD Processor	Rack Servers	Laser Printers	Print Cartridges	Flash Memory	Surge Suppressor
Tablet	Workstations	Tower Servers	Ink-jet Printers	Solid Inks	Insight Memory Selector	Power Distribution Strip
High Performance	Thin Clients		Scanners	Print Ribbons		Power Adapter
Carrying Cases	Media Centers		Thermal Printers	Ink Tanks		Power Supply
Notebook Batteries	POS Systems		Printer Consumables	Drum Kits		
Docking Stations	Keyboards		Printer Accessories	Printheads		
	Pointing Devices			Fuser Kits		
	Desktop Accessories			Maintenance Kits		
Networking	Storage	Accessories	Cables	Monitors	Warranties	Software
Hubs/Switches	Hard Drives	Desktop Accessories	Computer Cables	LCD Monitors	Standard Warranties	Business Applications
Network Adapters	Removable Media	Printer Accessories	Networking Cables	Large Format	Complex Warranties	Creativity Applications
Bridges/Routers	Optical Drives	Monitor Accessories	Input Cables	Projectors		Security Applications
Networking Accessories	Network Storage	Projector Accessories	Storage Cables	Projection Accessories		Networking Applications
Wireless Products	Adapters/Controllers	Storage Accessories	Printer Cables	Televisions		Operating Systems
	Tape Drives/Libraries			Monitor Accessories		Software Licenses
	Storage Accessories					
	Storage Cabinets					
	Storage Cables					

U.S.

Categories Brands Deals

- **Narrow By** – With Narrow By, users will have the ability to filter search results using product attributes, manufacturer, price, approved products, keyword and in-stock/out-of-stock. The options selected act dynamically and reduce the number of results each time a user selects additional attributes.



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Example:

User Action: User searches for product using Bridges/Routers category

Search Response: Search results shows products relative to keyword "bridge"

Narrow By Response: Narrow By provides user ability to filter using Narrow By specification attributes such as "Stock Status," "Manufacturer," "List Price Range," "Networking Type" and "Networking/Data Transfer Rate."

Narrow Your Results

Narrow By Keyword

SEARCH

Stock Status

In-stock Only

List Price Range

\$25 - \$50 (2)
\$50 - \$100 (23)
\$100 - \$250 (42)
\$250 - \$500 (54)
\$500 - \$750 (40)

More Choices...

Networking / Type

Router (462)
Wireless router (83)
Modular expansion base (27)
Bridge (3)
Network stacking module (1)

Networking / Data Transfer Rate

10 - 20 megabits/sec (10)
50 - 60 megabits/sec (8)
70 - 80 megabits/sec (1)
100 - 200 megabits/sec (40)
300 - 400 megabits/sec (12)

More Choices...

Networking / Switching Protocol

Ethernet (123)
Token Ring (5)
X.25 (2)
Frame Relay (1)

Networking / Data Link Protocol

Gigabit Ethernet (190)
Fast Ethernet (148)
IEEE 802.11g (89)
10 Gigabit Ethernet (10)

Displaying 631 results for:

[Bridges / Routers](#) ✕ > [CISCO SYSTEMS](#) ✕ > "bridge" ✕

Sorted By: Manufacturer ▾

[Cisco router](#) Call for Availability

- Type: Router
- Data Link Protocol: Gigabit Ethernet
- Mfr Part #: CISCO2921K9-P1

USD \$5,049.99

ADD TO ORDER

[Compare Similar](#)

[Cisco 871 ECT - Dual Ethernet Security Router - router - desktop](#) Call for Availability

- Type: Router
- Data Link Protocol: Fast Ethernet
- Mfr Part #: CISCO871-K9-ECT

USD \$958.99

ADD TO ORDER

[Compare Similar](#)

[Cisco 803 - router - ISDN/Mdm - desktop - refurbished](#) Call for Availability

- Type: Router
- Data Link Protocol: X.25
- Data Transfer Rate: 10 megabits/sec
- 1 year warranty
- Mfr Part #: CISCO803-RF

USD \$156.99

ADD TO ORDER


[Compare Similar](#)

- **Dynamic Breadcrumb Trail** – With Dynamic Breadcrumb Trail, users will take advantage of a highly functional trail that can remove search options and/or change them via a one-click action. (Ex: All > Applications > Microsoft)

Narrow Your Results

Displaying 4 results for:

[Bridges / Routers](#) ✕ > [CISCO SYSTEMS](#) ✕ > [\\$500 - \\$750](#) ✕ > [512 MB](#) ✕ > "bridge" ✕

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- **Compare Similar** – With Compare Similar, users will be able to search for similar products with one click. Compare similar will provide matches at an individual product level.

[HP Compaq Business Notebook 6730b - Core 2 Duo P8600 2.4 GHz - 15.4" TFT](#) 41 In-stock



- Intel Core 2 Duo 2.4 GHz processor; 2 GB DDR2 SDRAM
- 250 GB hard drive; DVD±RW (+R DL) / DVD-RAM; 15.4 in display; IEEE 802.11g
- Microsoft Windows Vista Business / XP Professional downgrade
- 3 years warranty
- EPEAT Silver

Mfr Part #: KS180UT#ABA

[Compare Similar](#)

Lowest Price:
\$978.11

U.S. COMMUNITIE...
[More Prices available](#)

ADD TO ORDER

- **Sort By** – Sort By offers the ability to filter search results using price, product name, manufacturer and best sellers.

 [Add to Compare List](#)

 [Compare Selected Items](#)

Sorted By

Best Sellers

Manufacturer

Product Name

Price Low to High

Price High to Low

Best Sellers

[HP Compaq Business Notebook 6730b - Core 2 Duo P8600 2.4 GHz - 15.4" TFT](#)



- Intel Core 2 Duo 2.4 GHz processor; 2 GB DDR2 SDRAM
- 250 GB hard drive; DVD±RW (+R DL) / DVD-RAM; 15.4 in display; IEEE 802.11g
- Microsoft Windows Vista Business / XP Professional downgrade
- 3 years warranty
- EPEAT Silver

Mfr Part #: KS180UT#ABA

[Compare Similar](#)

U.S. COMMUNITIE...
[More Prices available](#)

ADD TO ORDER

Available Product Information

- **Real-Time Data Feeds** – We can provide the State with the following real-time data feeds:

Stock Availability	Software License Information
Product Catalogs	Product Information (description, product number and more)
Reports	Order Tracking Information
Shipping Locations	Billing Locations
Invoices	Price (contract/cost/mark-up)
Customer Inventory	Quotes



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- **Product Information (Search Results)** – We can provide eligible users the following product information and search tools on search result pages:

Stock Availability	Product Title	Compare Similar
Full Specifications	Product Image	Narrow By
Quick Specifications	Add to Cart	Bread Crumb Trail
Real-time Stock	Product Compare	Sort By
Price (contract/cost/mark-up)	Customer Inventory	Matched Categories
Product Highlights	Approve Item Flag	Insight Suggests
Mfr/Publisher Part Number	Product Evaluation	Add To Order

- **Product Information (Product Presentation Page)** – We can provide University users the following product information and search tools on product presentation pages:

Price (contract/cost/mark-up)	Technical Specs	Search for Similar
Product Title	Accessories	Compare to Similar
Product Information	Product Image	View Printable Page Tool
Mfr/Publisher Part Number	Real-Time Stock	Email This Page Tool
Product's UNSPSC Code	Customer Inventory	Bread Crumb Trail
Product Highlights	Approve Item Flag	Add To Order
Product Disclaimer Information	Product Evaluation	

▼ Order and Invoice Management

- **Order Tracking/History** – With Order Tracking/History, eligible users will view and retrieve real-time data feeds ranging from order status, summary and detail to shipment information, tracking number and item detail.

We can turn “on” or “off” Order Tracking/History to individual users if the State wishes to impose restrictions or extend the functionality.

The following Order Tracking/History search tools will be available to those with access:

Search Methods	Filter Capability	Sort By
Web Reference No.	All Orders	Order Date
Order Number	Open Orders	Order Number
Purchase Order	Invoiced Orders	City
Date Range	My Orders (per account user)	Purchase Order No.
		Ship Date

The following Order Tracking/History information will be available to those with access:

All Orders Page	Order Summary Page	Item Detail Page
Order Number	Order Number	Account Number
Purchase Order No.	Account Number	Date Ordered
Web Reference No.	Date Entered	Order Number
Order Type	Purchase Order Number	Date Shipped
Date Shipped	Order Status	Purchase Order Number
Date Entered	Payment Type	Item Delivery Status
Shipped To	Credit Status	Item Status
Export to Excel	Online Check-out Fields	Shipping Carrier
Print Order Tool	Order Delivery Status	Item Rejection Status
Track Order Tool	Ship To	Purchase Order No.



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	<i>Bill To</i>	<i>Billed To</i>
	<i>Item Part Number</i>	<i>Shipped To</i>
	<i>Item Description</i>	<i>Item Part Number</i>
	<i>Item Quantity Ordered</i>	<i>Item Description</i>
	<i>Item Quantity Shipped</i>	<i>Item Quantity</i>
	<i>Item Unit Price</i>	<i>Item Unit Price</i>
	<i>Item Total Price</i>	<i>Item Total Price</i>
	<i>Order Shipping Price</i>	<i>Invoice Number(s)</i>
	<i>Order Tax Price</i>	<i>Serial Number(s)</i>
	<i>Order Subtotal Price</i>	<i>Carrier/Tracking No</i>
	<i>Order Total Price</i>	<i>Track Shipment (real-time)</i>
	<i>Track Shipment (real-time)</i>	<i>Email Tracking Information</i>
	<i>Item Detail Page link</i>	

- **Invoice History** – With Invoice History, eligible users will view and retrieve real-time invoice status, summary and detail

We can turn “on” or “off” Invoice History to individual users if the State wishes to impose restrictions or extend the functionality.

The following Invoice History search tools will be available to those with access:

Search Methods	Filter Capability
<i>Web Reference Number</i>	<i>Invoice Number</i>
<i>Order Number</i>	<i>Invoice Date</i>
<i>Purchase Order</i>	<i>Invoice Status</i>
<i>Date Range</i>	
<i>Invoice Number</i>	

The following Invoice History information will be available to those with access:

All Invoices Page	Invoice Summary Page
<i>Invoice Number</i>	<i>Invoice Number</i>
<i>Invoice Date</i>	<i>Invoice Date</i>
<i>Payer</i>	<i>Order Number</i>
<i>Total Invoice Amount</i>	<i>Purchase Order Number</i>
<i>Invoice Status</i>	<i>Account Number</i>
<i>Order Number</i>	<i>Payment Terms:</i>
<i>Purchase Order Number</i>	<i>Sales Representative Name</i>
<i>Print Invoice</i>	<i>Sales Representative Phone Number</i>
<i>Track Shipment</i>	<i>Technical Support Number</i>
	<i>Ship To Location</i>
	<i>Bill To Location</i>
	<i>Print Invoice</i>
	<i>Track Order Shipment</i>
	<i>Item Part Number</i>
	<i>Item Description</i>
	<i>Item Quantity Shipped</i>
	<i>Item Unit Price</i>
	<i>Item Total Price</i>
	<i>Order Subtotal Price</i>
	<i>Order Tax Price</i>
	<i>Order Total Price</i>
	<i>Track Shipment (real-time)</i>



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Customer Reports

- Customer Reports**– With Customer Reports, users will have the ability to generate and download ad hoc, open order, invoiced order, overall sales (purchase) status and customer-owned inventory reports

We can turn “on” or “off” Customer Reports to users if managers wish to impose restrictions or extend the functionality.

Below is an overview of Insight’s Customer Reports tool:

Open Order Report - this report provides information regarding all open orders. Prior to generating open order report, users will have the ability to filter using various criteria. Once the Customer Report tool generates an open order report, users can then download the data into Excel for further manipulation.

Full Search

Type of Information to Search: [Orders](#) | [Purchase Orders](#)

Note: Maximum order search range is 1 year.

Limit Searches to: All Orders Open Orders Invoiced Orders My Orders

Limit Searches by Account: My Current Account All My Accounts All Accounts This Account [Select Account](#)

Limit Searches by Web Grp: My Current Web Grp All My Web Grps All Web Grps

Date Range

Sort/Limit Results By: Ascending Descending Rows

SEARCH

Invoiced Order Report - this report provides information regarding all invoiced orders. Prior to generating invoice order report, users will have the ability to filter using various criteria. Once the Customer Report tool generates an invoiced report, users can then download the data into excel for further manipulation.

Full Search

Type of Information to Search: [Orders](#) | [Purchase Orders](#)

Note: Maximum order search range is 1 year.

Limit Searches to: All Orders Open Orders Invoiced Orders My Orders


Limit Searches by Account: My Current Account All My Accounts All Accounts This Account [Select Account](#)

Limit Searches by Web Grp: My Current Web Grp All My Web Grps All Web Grps

Date Range

Sort/Limit Results By: Ascending Descending Rows

SEARCH

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Overall Sales (Purchase) Status Report - This report provides a combination of open/invoiced order detail. Prior to generating overall sales (purchase) status report, users will have the ability to filter using various criteria. Once the Customer Report tool generates an overall sales (purchase) status report, users can then download the data into excel for further manipulation.

Full Search

Type of Information to Search: [Orders](#) | [Purchase Orders](#)

Note: Maximum order search range is 1 year.

Limit Searches to: All Orders Open Orders Invoiced Orders My Orders

Limit Searches by Account: My Current Account All My Accounts All Accounts This Account [Select Account](#)

Limit Searches by Web Grp: My Current Web Grp All My Web Grps All Web Grps

Date Range To

Sort/Limit Results By: Ascending Descending Rows

SEARCH

Customer Owned Inventory – this report provides information regarding “customer-owned” inventory. Users can download the report using a comma delimited or excel format.

Client Reporting

Software Summary Reporting

- [Top Manufacturer Summary](#)
- [Purchase Summary by Manufacturer](#)
- [Purchase Summary by Item Purchased](#)
- [Purchase Summary by Shipping Location](#)
- [Purchase Summary by Billing Location](#)
- [Totals by Year and Month](#)
- [Product Type Summary by Manufacturer](#)
- [Purchase Activity Detail Report](#)
- [Product Total Sales by Quantity](#)
- [Product Total Sales By Manufacturer](#)
- [Order Confirmation Detail Report by Purchase Order](#)
- [Open Purchase Order Report](#)
- [Detail Data File](#)
- [Detail by Client PO](#)

Ad Hoc – With Ad Hoc, users will have the ability to create reports using various sets of criteria. In, addition, ad hoc will provide the ability to download standard report templates created by Insight. Each report and template can then be downloaded into excel for further manipulation.



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Ad Hoc – Report Templates

Customer Reports: Ad Hoc Report Templates

[Create New Template](#)

Template Name	Load Template	Edit Template	Delete
There are no Ad Hoc Report Templates to display. Create a Template			

Note: You cannot Edit or Delete Templates you have not created.

[\[Back\]](#)

Ad Hoc – Generate A Report

Customer Reports: Ad Hoc Reporting

Default Filters

Select: Order Date -OR- Invoice Date

Date Range: 03/16/2005 to 04/15/2005
Note: Maximum date range is 31 days.

Order Type: All

Capital Budget Code:

Location Code:

Account Code:

Custom Filters

Cost Center:

Department Code:

Additional Reporting Fields

Note: By default, the above fields in Default/Custom Filters will be returned in results.

Available Fields:

- Asset Tag
- Bill to Account Number
- Bill to Company
- Carrier
- Category
- Country
- Customer SKU
- Delivery Priority
- Extended Price
- Freight Charge From Invoic

Selected Fields to Return:

(Double click selections to move)

Template Name: [Save as Template](#)
(Template Name required only when saving as template.)

[Reset](#) .XLS File .CSV File [Download](#)

[\[Back\]](#) **Note:** Downloading reports may take a few minutes.



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▼ Customer Documents


- **Customer Documents** – With customer documents, users will view various kinds of reports such as product matrix, purchase activity, announcements and much more. In addition, users can utilize customer documents to post different types of contract or specific reports.


We can turn “on” or “off” viewing of customer documents to individual users if the State wishes to impose restrictions or extend the functionality.


Customer Documents


Below are your downloadable files.


-  [Check-out Help for Buyers](#)
Download this PDF to learn more about your website's check-out feature


-  [Product Help \(Guide to finding product details\)](#)
Select this presentation to learn how you can search and locate an item's product detail page.


-  [Standards Help](#)
Select this presentation to learn how to search and buy your agency's technology standards online.

-  [Order Tracking/History Overview](#)
Select this powerpoint presentation to learn more about your agency's order tracking/history tool

-  [PC & TP Descriptions](#)

-  [PC Optical Drive Descriptions](#)
Click for definitions

-  [Saving Items to Cart](#)
Click here to download your tutorial



▼ Automated Report Delivery (Email/EDI/FTP)

- **Automated Report Delivery** – We can deliver specific reports via FTP, EDI and email. The reports can include multiple data sets and combination.

An example client-specific report may include:

Sold to (Account Number)	Unit Price	Ship Name
Bureau Code (Cost Center)	Total Price	Ship Street
Login ID (Contact Partner)	Asset Number	SHIP_CITY
Order No	Class Description	Ship_to_Region (State)
Order Date	Line Item Number	Ship_to_ZIP
Invoice No	Quantity	PC Received Date
Invoice Date	Purchase Order Number	LAB Completion Date
Material Number	Vendor Name	Vendor Ship Date



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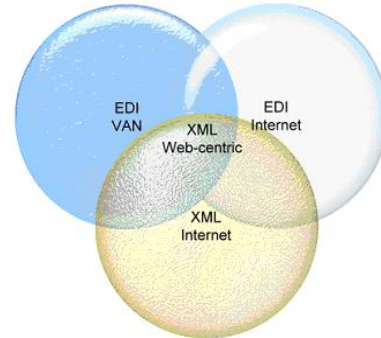
B2B Implementation and EDI Capabilities

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. We have a dedicated EDI team who will work closely with each individual client to meet their electronic commerce needs.

Insight is currently partnered with the following third party services:



- ⇒ Ariba
- ⇒ Perfect Commerce
- ⇒ Oracle Exchange
- ⇒ GXH
- ⇒ Enterprise Buyer Professional (SAP)
- ⇒ XIGN
- ⇒ And many others...



We can integrate directly with any procurement tool that utilizes an XML, xCBL, cXML format. Shopping is done through a secure portal that is accessible via PunchOut, Roundtrip, Tapout, etc. Insight also supports a static catalog option as well. In addition to the above, Insight can receive and send standard EDI transmissions via: HTTP, HTTPS, GXS VAN, AS2, PGP, FTP, and SFTP.

Below is a list of the standard ANSI X.12 transactions Insight currently supports:

850: Inbound/Outbound POs

855: Inbound/Outbound PO Confirmations

870: Inbound Purchase Order Status

832: Inbound/Outbound Price Catalogs

834: Outbound Benefits File

824: Inbound/Outbound Application Advice

820: Inbound Remittance Advice

810: Inbound/Outbound Invoice

867: Outbound Sales

846: Inbound/Outbound Inventory

856: Advanced Shipping Notification

860: Inbound Purchase Order Change

214: Inbound Proof of Delivery

215: Motor Carrier Pick-up Manifest

180: Returned Goods Authorization



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Capacity of Offeror

A. The following bulleted information shall be provided:

- Full legal company name.
Insight Public Sector, Inc.
- Year business started
Insight Public Sector, Inc. was incorporated in 1994.
- State of incorporation or headquarters
Insight Public Sector, Inc. is incorporated in Illinois and is a wholly-owned subsidiary of Insight Enterprises, Inc., headquartered in Tempe, Arizona.
- Are you a United States corporation?
Yes
- Tax identification number
36-3949000
- Brief company history
Insight Enterprises Inc. (Insight), one of the nation's premier providers of information technology products, software and advanced IT services, was founded in 1988 and became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Our business is to provide technology solutions, products and services to Fortune 500 corporations, small and medium businesses, valued-added resellers, government, education, non-profit agencies and other major organizations. As a single source solutions provider we also deliver a full range of advanced services and have the expertise to help businesses, the public sector, and non-profit organizations make the most of their technology investments. Insight offers vendor-neutral IT product choices with the broadest selection available in the industry, complemented by advanced service and custom configuration capabilities, all through a single point of contact.

The combined Insight companies and their subsidiaries represent a \$4.8 billion global enterprise and are the largest single source solution provider of computer technology and services in the USA, as well as a leading provider in Canada and the United Kingdom. Currently, Insight is ranked number 471 on Fortune Magazine's 2011 "Fortune 500" list. It is interesting to note, 416 of the global Fortune 500 companies are Insight clients.

Additional Insight Achievements include:

- *At the 2010 Cisco Partner Summit, Insight was the recipient of four awards: National Technology Excellence Partner of the Year - Advanced Technologies; Public Sector Higher Education Partner of the Year; Collaboration Partner of the Year - South; and Cisco Capital Partner of the Year - West.*
- *HP Networking: DRC Elite Partner for HPN
Avnet's HPN Partner of the Year - 2010*
- *At the inaugural CRN Tech Elite 250, Insight was recognized as a best-of-breed integrator who has invested in technical know-how and earned premier certifications in the areas of data center and infrastructure for North American customers. The Tech Elite 250 serves as the industry's definitive list of VARs with both deep technical expertise and premier certifications.*
- *Insight was named a VIP Premier partner of the Virtual Computing Environment (VCE) coalition, formed jointly by Cisco and EMC with VMware. This certification authorizes Insight to augment, resell and deliver the Vblock™ Infrastructure Package.*



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- *At the SAP Pinnacle Awards Insight was awarded as the top 2010 Volume Business Unit for Distribution Partners. SAP Pinnacle Awards is SAP's global partner award program which recognize SAP partners who have excelled in developing their partnership with SAP and our mutual business by providing quality products, solutions, and services to our customers.*
- *Insight is ranked No. 10 on the 2011 VAR500 ranking of the largest solutions providers*
- *CRN TechElite 250 listing of solutions providers with highest number of top-level certifications*
- *IDC G.R.A.D.E. (Green Recycling and Asset Disposal for the Enterprise) certified IT Asset Disposal Services*
- *Insight is positioned in leading analyst's firms Magic Quadrant for Communication Outsourcing and Professional Services (COPS) North America*
- *We are ranked the No. 1 Computer Retailer in the 2010 Ranking Arizona, and the Phoenix Business Journal Book of Lists 2009*

Insight Public Sector, Inc. (Insight), a subsidiary of Insight Enterprises, was incorporated in 1994 and has become one of the nation's leading computer resellers and trusted technology partners of educational institutions and of federal, state, and local governments by providing quality products, competitive pricing and comprehensive service and support.

Insight offers the benefits of working with an industry leader along with the personalized services that builds lasting partnerships. Insight Public Sector holds over 180 federal, state, local, education and non-profit contracts, including contracts with the General Services Administration. In addition, our participation in many state contracts gives us a solid market share of government technology sales. We are currently listed on statewide agreements in 25 states. Insight also holds local government and education contracts for computer equipment and services in 33 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.

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 you manage your changing technology needs.

- **Does another company own you? If so, provide the corporate structure**
Insight Public Sector, Inc. is a wholly-owned subsidiary of Insight Enterprises, Inc.
- **Do you own other companies? If so, provide the corporate structure**
No
- **Location of company headquarters**
Insight North America - Tempe, Arizona
Insight Public Sector, Inc. – Bloomingdale, Illinois
- **Current number of people employed**
The Insight companies currently employ 5,000+ personnel worldwide. IPS has over 130 SLED sales and sales support staff located throughout the United States.
- **Current number of sales locations**
Insight has 44 office locations and over 30 home-based offices, with three office locations in Arizona, including the Insight North America headquarters and Networking Operations Center in Tempe. Additionally, we support our clients with a national services team of 530 staff members, for a combined total of 660 sales and technical resources at your disposal.



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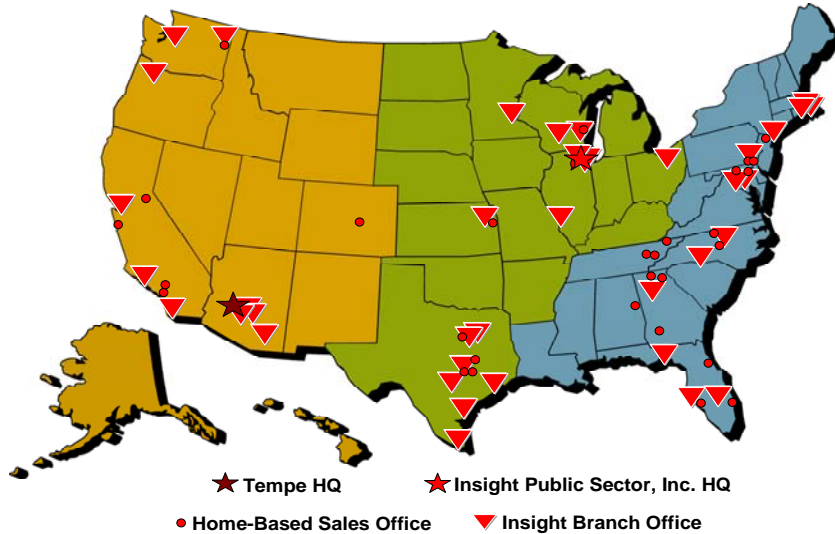
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- Current number of service locations
Insight has multiple service locations throughout the United States. As it pertains to this RFP, our corporate headquarters is located in Tempe, Arizona and we have several local offices.
6820 S. Harl Avenue, Tempe, AZ
1305 West Auto Drive, Tempe, AZ
910 West Carver Road, Suite 110, Tempe, AZ
1620 West Fountainhead Pkwy., Suite 400, Tempe, AZ – Remote Network Operations Center

We will also work with proposed manufacturers to provide the best service to State of Arizona customers. For example, Cisco maintains service depot locations in the following sites to serve the State of Arizona.

- Flagstaff, AZ
- Tempe, AZ
- Tucson, AZ
- Yuma, AZ
- Las Vegas, NV
- San Diego, CA

- Are you a public or private corporation?
Insight is a publicly traded corporation.
- Stock symbol, if publicly traded
Insight Enterprises, Inc.'s Common Stock is traded on the NASDAQ under the ticker symbol NSIT.
- Is your Company currently involved in any litigation in which an adverse decision might result in a material change in the Company's financial position or future viability?

As a publicly traded company, Insight Enterprises, Inc. and its wholly-owned subsidiaries, which includes Insight Public Sector, are required to disclose company information in accordance with rules of the Securities Exchange Commission. From time to time Insight is a party to various legal proceedings arising in the ordinary course of business. In the event Insight is a party to a legal proceeding that is material to Insight Enterprises, Inc., Insight discloses information about any such litigation its reports



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filed with the Securities Exchange Commission. Litigation is inherently unpredictable. However, it is management's belief that the Company has valid defenses with respect to material legal matters pending against us, as well as adequate provisions for any probable and estimable losses. It is possible, nevertheless, that the results of Insight Enterprises, Inc.'s operations or cash flows could be affected in any particular period by the resolution of a legal proceeding. Reports filed with the Securities Exchange Commission by Insight Enterprises, Inc. can be found on the Insight website at http://www.corporate-ir.net/ireye/ir_site.zhtml?ticker=NSIT&script=1901 or at <http://www.sec.gov>.

The information above is updated regularly and may have been updated in Insight Enterprises, Inc.'s more recent public filings, which can be located at either of the web sites mentioned above.

- Capacity and potential company growth or development.

Insight historically not been adversely affected by inflation, as technological advances and competition within the IT industry have generally caused the prices of the products we sell to decline and product life cycles tend to be short.

Our strategy may include the possible acquisition of or investments in other businesses to expand or complement our operations. The magnitude, timing and nature of any future acquisitions or investments will depend on a number of factors, including the availability of suitable candidates, the negotiation of acceptable terms, our financial capabilities and general economic and business conditions.

"Solid sales performance combined with significant operating leverage led to double digit earnings growth and operating margin expansion in the third quarter," stated Ken Lamneck, President and Chief Executive Officer. "We executed very well to optimize our sales performance and continued to tightly manage our costs during the quarter."

In North America, net sales for the third quarter of 2011 were up 5% from the third quarter of 2010. Net sales of hardware and services increased 7% and 15%, respectively, year over year, while net sales of software decreased 1% year to year. Gross profit was up 4% year over year.

The Company expects demand for hardware and services in the remainder of 2011 to be consistent with levels experienced in the third quarter. Additionally, the Company expects software sales to increase from the third quarter due to seasonality in that category.

B. Current Customer Base

- Total number of current Customers who are using the specific equipment being proposed for this RFP. Information shall include the Name of the Customer, specific equipment that was deployed including quantities, and description of any services provided. Information should not be older than five (5) years old.

Insight Public Sector has had over 2,000 clients who have purchased networking products and/or services during the last twelve months. 184 of those clients are Arizona entities, including state and local government agencies, as well as K-12 and higher education entities. Products purchased range from networking routers, bridges, hubs, switches, and accessories, and services include warranty services, advanced integration, asset management, custom configuration, deployment, help desk and implementation. Given our extensive client list, we have elected to provide the State a short list of clients located within Arizona as proof of our experience in providing network equipment and services. Should the State desire further confirmation of Insight's experience in this area, we would be happy to provide additional information upon request.



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Arizona Commerce Authority

333 North Central Avenue
Suite 1900
Phoenix, AZ 85004

We have deployed equipment and professional services for the entire routing and switching infrastructure, including assistance in review, plan, design, implementation, and annual warranty management. This encompassed the move to a new main office location and the set up of satellite office communication.

Arizona Department Of Administration

100 N 15th Ave, Suite 201
Phoenix, AZ 85007

We have provided equipment for their routing, switching, and firewalling infrastructure, including assistance in review, plan and design.

Arizona Health Care Cost Containment System

701 E. Jefferson Street MD
Phoenix, AZ 85034

We have worked with and provided networking equipment to AHCCCS for many years now using the existing State of Arizona Networking contract.

Arizona Department of Corrections

2500 E VAN BUREN ST
Phoenix, AZ 85008-6037

We have worked with and provided networking equipment to Arizona Department of Corrections for many years now using the existing State of Arizona Networking contract.

Additional references:

IPS respects and honors the wishes of our clients who act as references. Therefore, we respectfully request that you contact your account representative prior to contacting any client references so our representatives may properly maintain client relationships, and notify our clients from whom to expect contact. We appreciate your cooperation in this regard.

Pima County

Contact: Dan Hunt
Enterprise Communications Manager
Pima County Information Technology
33 N. Stone, 12th Floor
Tucson, AZ
Office: 520-243-7375 (Site Code 12)
Email: Dan.Hunt@pima.gov

We have assist the client with all Cisco routing and switching infrastructure for the past 6+ years. We have also been assisting with their Cisco Optical Sonet. We have monthly meetings with the client for planning and design and quarterly meetings with their warranty management.

City of Tucson

Contact: Chris Ferko
Network Operations Manager
Acting NS Administrator
Office (520) 837-6009
Cell (520) 349-3693
Email: Christopher.Ferko@tucsonaz.gov

We assist the client with all Cisco routing and switching infrastructure. We have also had an engineer onsite to assist with networking projects.



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Glendale Elementary USD #40

7301 North 58th Ave, Glendale, AZ 85301
Contact: Robert Werhanowicz, Director of Technology
Email: RobertW@gesd40.org
Phone: (623) 842-8116

Yavapai College

6955 Panther Path, Prescott, AZ 86314
Contact: Ed Schultz, Director of Technology
Email: Ed@YC.EDU
Phone: (928) 776-2168

- Information about any Manufacturer Programs sponsored by and attended by your Company and Staff.

CISCO

As a Cisco Gold Partner, Insight is a leading provider and partner in the implementation of Cisco's networking technologies. Insight has been recognized as one of Cisco's leading U.S. network integrators, providing a portfolio of services for the public sector, commercial, and enterprise markets.

Insight has earned prestigious Master Specializations in Unified Communications, Security and Managed Services from Cisco. With these Master Specializations, Cisco recognizes an elite group of channel partners who have the most in-depth technology skills and a track record of client success in selling, deploying and supporting sophisticated Cisco security solutions.

Due to our knowledge and skills in emerging technologies, Cisco has invited Insight to participate in several Authorized Technology Partner (ATP) certifications. The Cisco ATP designation enhances a partner's value and provides Insight the opportunity to enter new markets and develop the skills to deliver these solutions with high client satisfaction. Insight currently holds the following Cisco ATP designations: TelePresence, Unified Contact Center Enterprise, Rich Media Communications, Customer Voice Portal, Video Surveillance and Unified Computing Systems.

- 2011 National Technology Excellence Partner of the Year – Advanced Technologies; U.S./Canada
- 2011 Public Sector Higher Education Partner of the Year; U.S./Canada
- 2011 Collaboration Partner of the Year – South Region; U.S./Canada
- 2011 Cisco Capital Partner of the Year – West Region, U.S./Canada

Certification
<i>Master Security Specialization</i>
<i>Master UC Specialization</i>
<i>Master Managed Services</i>
<i>Advanced Data Center Networking Infrastructure</i>
<i>Advanced Routing & Switching</i>
<i>Advanced Security</i>
<i>Advanced Unified Communications</i>
<i>Advanced Wireless LAN</i>
<i>Cisco Authorized DMS Partner</i>
<i>Cisco Authorized Unified Meetingplace Partner</i>
<i>Small Business Specialization</i>



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HEWLETT-PACKARD

Insight is fully authorized for all of HP's product lines and has enjoyed a direct relationship with HP for over 19 years. Selling over \$500 million annually in HP products, Insight is one of the top two resellers in the United States. This status allows Insight to participate in the following exclusive programs:

- Insight is one of a select group of Prime Partners who holds a Volume Purchase Agreement allowing us to purchase most HP products directly at one of the deepest discounts available.
- Insight is a Platinum Partner, the highest status of channel partnership HP offers
- Insight is one of HP's largest US Resellers (top 2)
 - Dedicated HP Team – 10 people dedicated to Insight
 - 26 Insight-badged dedicated HP resources
 - Insight receives immediate product lifecycle updates, training, programs, etc.
 - Executive Sponsors within HP
 - Public Sector Elite
- Insight is a select partner in many of HP Partner Initiatives
 - Insight sits on the HP Operations Council, advising operational enhancements
 - Insight is a member of the Reseller Advisory Council
 - Insight is a Star Certified authorized repair center for Hewlett-Packard
- HP recognizes Insight's "best in class" Advanced Integration Services and uses us as a partner for Integration Services
- DRC Elite Partner for HPN
- Avnet's HPN Partner of the Year - 2010

The following is a list of our HP Certifications, HP Service Authorizations, and Insight teammate certifications that relate to HP products:

HP Certifications	HP Service Authorizations
HP Public Sector Elite	HP BCS National Authorization
HP PartnerOne Healthcare Elite	HP Integrity 2 & 4 way (all OS)
HP Blade Elite	HP 9000 PA-RISC Servers (HP-UX)
HP Storage Elite	HP Software Gold Partner
HP Services Elite	HP Enterprise Storage
HP ProCurve Elite	HP BTO Software
HP STAR-CSE	HP Printers Service
HP STAR-NTP	HP Desktop Service
HP STAR-NCP	HP Building Proactive Networks
HP STAR-TCP	HP Notebooks
HP Enterprise SAN Design & Integration	HP Authorized Service Provider
HP LaserJet 9000	HP Integrity 8-way and above
Insight Teammate Certifications	
6 HP Master SAN Architects	9 ProLiant ASE certified engineers
7 HP Blade ASE certified engineers	15 ProLiant AIS certified engineers
4 HP Software AIS certified engineers	9 UNIX certified engineers
15 UNIX certified representatives	18 VMware certified engineers (VSE)
600 VMware certified representatives	



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JUNIPER

Insight is a Global Elite partner with Juniper Networks. We are also one of the 30 approved VARs in North America permitted to participate in Juniper's Elite Operate Program where the Juniper partner is authorized to take first call for Juniper support.

Juniper is currently a Tier 1 partner with Insight, and we've experience year-over-year growth of over 100% for the past 3 years in our Juniper business.

Insight's team has pre-sales support capabilities to support Juniper solutions. Our pre-sales team consists of Network Sales Specialists, Collaboration Sales Specialists, and Data Center Sales Specialists with the expertise to support solution development consistent with Arizona's needs for Juniper equipment and services. Our Sales Specialists and account teams are also supported by sales engineers specializing in both Cisco and Juniper solutions. Insight is the leader in Juniper certifications among enterprise partners.

Insight's sales team is also supported by a team of 14 Design Associates who assist with the creation of Cisco and Juniper solution quotes. Our Design Associates are capable of quoting common solution sets from both Cisco and Juniper. Our Design Associates will leverage our manufacturer specific Service Engineers and technical staff for more complex solution development.

Certification
JNCIA-AC (Associate, Unified Access Control)
JNCIA-ER (Associate, Enterprise Routing)
JNCIA-EX (Associate, Enterprise Switching)
JNCIA-FWV (Associate, FWV)
JNCIA-IDP (Associate, IDP)
JNCIA-JUNOS (Associate, JUNOS)
JNCIA-SSL (Associate, SSL)
JNCIA-WX (Associate, WX)
JNCIS-ER (Specialist, Enterprise Routing)
JNCIS-SEC (Specialist, JUNOS Security)
JNCIS-SP (Specialist, Service Provider Routing & Switching)

C. Business and Market focus

- What is your business focus? What percentage of revenue comes from this focus versus other products or services?

IPS is one of the largest technology providers to public sector entities in the United States selling more than \$500 Million of products and services to Federal, state, local and educational clients annually. Since 1994, we have been fortunate enough to work with tens of thousands of different government and education clients throughout every state in the country. Specific to our SLED business, during the last 12 months, Insight has:

- ⇒ *More than five thousand active SLED public entities in the United States as clients*
- ⇒ *47 out of the 51 state governments, including the District of Columbia, as clients*
- ⇒ *Sold more than \$100M of technology products & services to state government entities alone*
- ⇒ *More than 180 public sector contracts across 33 different states*



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Approximately 62% of our current revenue comes from hardware sales, 29% from software sales and 9% from services. A more detailed breakdown of hardware sales by product category is provided below.

Systems (desktops, notebooks, accessories)	31.5%
Networking products	12%
Output devices (printers, monitors)	10%
Input devices (cameras, readers, etc)	4%
Storage products	3%
Miscellaneous	1.5%

- In which vertical markets do you specialize?

Insight Public Sector is solely focused on the needs of federal, state and local government including public safety agencies, educational institutions - K-12 and higher education, as well as certain nonprofit and healthcare organizations.

- In which vertical market do you have the most customers?

Insight Public Sector has had the most customers in the local government market during the last twelve-month period. We have had the greatest revenue in the state government market in the same period.

- In which national or international standards committees do you participate?
- In which national or international industry consortiums do you participate?

Corporate Trade Affiliations

Insight's executives are board members and participants of various technology councils or groups where they interact with industry leaders and provide feedback regarding industry and end-user dynamics. Insight actively participates in the Arizona Technology Council and the Tempe Chamber of Commerce.



- Chief Information Officer is on Arizona Tech Council's Board.
- Senior Vice President Sales is part of the HP Enterprise Partner Action Council
- Senior Vice President Product Marketing is part of the Microsoft Partner Engagement Board
- President of EMEA region is a member of the Microsoft Partner Engagement Board
- Germany Country Manager is on the HP Channel Advisory Board

In addition, Insight hosts a Global Software Roundtable quarterly with our top 25 software clients.

- Offeror must provide certificate(s), or letters from the Original Equipment Manufacturers (OEM) to prove they are an authorized Channel Partner of that OEM. Offeror's shall provide evidence from each OEM line they propose. Any information provided must be current, not expired or temporary in status.

Letters of Authorization from each of the proposed manufacturers have been provided in the section "Letters of Authorization" located at the end of our proposal.



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D. Financial Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the equipment and services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted in the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

The combined Insight companies and their subsidiaries represent a \$4.8 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.

As Insight is a publicly traded company, all financial information is available in our annual reports. The following link is available to you to view the Annual Reports on line:

http://www.ips.insight.com/site/static/investor_relations.cfm

To comply with the requirement above, we have provided Insight's 2010 Annual Report, 10-K Form, which includes financial data for both 2009 and 2010.



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Cost

Price Proposal and Level Discounts –

- A. Offerors must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, **by type, category and Manufacturer** of products and services. The response to this specification must be in the form of a percentage discount from a published or base line price listing.

Insight is proud to present our pricing offer to the State of Arizona. This narrative provides precise manufacturer and category pricing detail per the requirements of the RFP, reiterated at the Pre-Offer Conference. The pricing baselines are manufacturer published price lists, and priced as the percent OF the manufacturers published price lists and presented by manufacturer, then product category.

We are offering network equipment from three of the top networking manufacturers in the US - Cisco, HP, and Juniper; along with two leaders in their industries - Tipping Point for Intrusion Detection and SynApps for Unified Communications applications.

The balance of our proposal has provided detail about Insight's capabilities, which we believe directly aligns with the State of Arizona's desire to assist its agencies and cooperative institutions in easily purchasing networking equipment and services at highly competitive prices.

Below is our pricing by manufacturer, product, and percent of manufacturer list price, as required by the RFP and referenced at the Pre-Offer Conference. Whether clients order through our website or work with the field sales team, they will be provided manufacturer list price, discount level, and their cost on all quotes.

We have made our equipment pricing easy to work with, by providing like discounts for categories within a manufacturer's offering. This answers any discount questions for Multi Function units (as described by the RFP), as the number of these devices within each of our manufacturers is vast and would be difficult to list differently than non multifunction.

CISCO		
Item	Category	% of MSRP
1	Routing Devices	60.00%
2	Switching Devices (Switches)	60.00%
3	Wireless Ethernet	60.00%
4	Security Equipment	60.00%
5	Monitoring and Management Solutions	60.00%
6	Network Centric Solutions	60.00%
7	Maintenance and Support Year 1	FREE SMARTnet
8	Telephony Devices	60.00%
9	Multi Function Devices	60.00%
15	Maintenance and Support Year 2	80.50%*
16	Maintenance and Support Year 3	77.50%*
17	Maintenance and Support Year 4	75.00%*
18	Maintenance and Support Year 5	80.50%
19	Video Conferencing Eqmt, 2.5 of Scope	60.00%



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**Cisco is offering a free year of SMARTnet coverage. Pricing for maintenance above is based on discounts provided for purchase of multiple years of maintenance at initial purchase. If not purchased upfront, subsequent years will be priced at the Year 2 discount. First year SMARTnet will NOT alter a multiyear SMARTnet purchase, for example, a client can purchase three years of maintenance upfront, and get the first year free for a total of four years maintenance.*

HEWLETT PACKARD		
Item	Category	% of MSRP
1	Routing Devices	58.75%
2	Switching Devices (Switches)	58.75%
3	Wireless Ethernet	58.75%
4	Security Equipment	58.75%
5	Monitoring and Management Solutions	78.00%
6	Network Centric Solutions	58.75%
7	Maintenance and Support Year 1	80.00%
8	Telephony Devices	58.75%
9	Multi Function Devices	58.75%
15	Maintenance and Support Year 2	80.00%
16	Maintenance and Support Year 3	80.00%
17	Maintenance and Support Year 4	80.00%
18	Maintenance and Support Year 5	80.00%
19	Video Conferencing Eqmt, 2.5 of Scope	58.75%

JUNIPER		
Item	Category	% of MSRP
1	Routing Devices	49.75%
2	Switching Devices (Switches)	49.75%
3	Wireless Ethernet	49.75%
4	Security Equipment	49.75%
5	Monitoring and Management Solutions	49.75%
6	Network Centric Solutions	49.75%
7	Maintenance and Support Year 1	87.00%
8	Telephony Devices	N/A
9	Multi Function Devices	49.75%
15	Maintenance and Support Year 2	82.00%**
16	Maintenance and Support Year 3	79.00%**
17	Maintenance and Support Year 4	76.00%**
18	Maintenance and Support Year 5	74.00%**
19	Video Conferencing Eqmt, 2.5 of Scope	N/A



Attachment One (1)

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TITLE: Network Equipment and Services

OF
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State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

*** Pricing for Juniper maintenance above is based on discounts provided for purchase of multiple year(s) of maintenance at initial purchase. The years of purchase provides the discount. Five years purchased up front will result in a discount of 74% of MSRP for all five years. If not purchased upfront, subsequent years will be priced at the year one discount.*

SYN-APPS		
Item	Category	% of MSRP
1	Routing Devices	N/A
2	Switching Devices (Switches)	N/A
3	Wireless Ethernet	N/A
4	Security Equipment	N/A
5	Monitoring and Management Solutions	N/A
6	Network Centric Solutions	N/A
7	Maintenance and Support Year 1	85.00%
8	Telephony Devices	85.00%
9	Multi Function Devices	N/A
15	Maintenance and Support Year 2	85.00%
16	Maintenance and Support Year 3	85.00%
17	Maintenance and Support Year 4	85.00%
18	Maintenance and Support Year 5	85.00%
19	Video Conferencing Eqmt, 2.5 of Scope	N/A

TIPPING POINT		
Item	Category	% of MSRP
1	Routing Devices	N/A
2	Switching Devices (Switches)	N/A
3	Wireless Ethernet	N/A
4	Security Equipment	85.00%
5	Monitoring and Management Solutions	N/A
6	Network Centric Solutions	N/A
7	Maintenance and Support Year 1	85.00%
8	Telephony Devices	N/A
9	Multi Function Devices	N/A
15	Maintenance and Support Year 2	85.00%
16	Maintenance and Support Year 3	85.00%
17	Maintenance and Support Year 4	85.00%
18	Maintenance and Support Year 5	85.00%
19	Video Conferencing Eqmt, 2.5 of Scope	N/A



Attachment One (1)

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TITLE: Network Equipment and Services

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**State of Arizona
State Procurement Office**
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Insight is one of the largest technology professional services organizations in Arizona. The professional services requested in the RFP are a core deliverable for Insight. Our professional engineers perform lifecycle services, using a model of Review, Plan, Design, Implement and Operate under our lifecycle services organization. We have over two hundred engineers and project managers on staff. Our engineers and project managers are highly certified with multiple manufacturers and multiple disciplines - Route/Switch, Wireless and Security, etc.

We believe that a successful engagement starts with a successful scope of work. This maximizes the understanding between the client and Insight regarding the expectations of the project. Insight Account Executives (AE) are armed with a Services Sales Specialist (SSS), who assists with proper statement of work design. The parameters of the scope are determined between the client's project stakeholders, and Insight's AE, SSS, and a pre-sales engineer. During this meeting we discuss timelines, project requirements, and goals of the project.

Below is our services pricing based upon the titles and descriptions provided in the RFP.

AZ-Title	AZ-Description	Urban Rate	Rural Rate
Services - Labor - Engineer 1	Basic rack and stack experience with limited field experience	\$52.50***	\$77.50***
Services - Labor - Engineer 2	Working Engineer with field experience but limited unsupervised responsibility	73.50***	\$98.50***
Services - Labor - Engineer 3	Working Engineer with good field experience. Can do most tasks without supervision	115.50***	\$140.50***
Services - Labor - Engineer 4	Senior Engineer with multiple years experience. Can perform all tasks without direction or supervision	140.00***	\$165.00***
Services - Labor - Engineer 5	Principle Architect; Senior Engineer or Manager with 10+ years experience. Typically oversees project and is responsible for the more complex solutions.	178.50***	\$203.50***

****All pricing have a minimum of 8 hours per engagement.*

- B. Offerors must describe the base line pricing and provide information where the baseline pricing may be accessed and verified.

Insight Public Sector will host the manufacturer list pricing through our web site and internal system. This capability is a part of our web contract module functionality, and would be accomplished by uploading the manufacturers list pricing into the contract module. These data points would drive the sell price shown internally and on the web. If desired by the State, Insight can show both the list price and associated discount through output and the web site.

- C. Offerors shall provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating both per transaction and cumulative volume discounts that may be achieved as well as programs that allow for deeper discounts for proposed standardized configurations.



Attachment One (1)

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1. Per Transaction Multiple Unit Discount

Offeror's should propose a discount on each item purchased from the current Published Price List. This discount should extend through all like items or categories and should correlate with those discounts input into ProcureAZ, where you are pricing out equipment.

2. Cumulative Discount

Offeror's should propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Offeror's may propose an increase in price discounts from the baseline pricing for cumulative volumes greater than "X" million dollars.

Insight Public Sector would be willing to negotiate additional discounting on a case-by-case basis. The additional benefits Insight could offer eligible clients would depend on the quantity and type of products, as well as individual manufacturer cooperation.

D. The following categories of Equipment shall be utilized as Contract pricing. **Offeror shall input applicable discounts for each category as shown and required in ProcureAZ.**

Insight Public Sector, Inc. has submitted pricing as required in ProcureAZ for each category listed below.

Routing Devices - Network devices capable of:

1. Interfacing with both traditional and modern carrier services offerings;
2. Layer 3 packet inspection and decision making; and
3. Compliant with applicable regulatory and industry requirements.

Switching Devices based on Layer 2 forwarding (Switches) - Network devices capable of:

1. May interface with traditional and modern carrier service offerings;
2. IT environments include: MAN/WAN Optical, Storage Networking, Ethernet, Wireless, and other environments where information must be transmitted between attached devices;
3. Physical layer (Non Disruptive) switches for patching, testing, and monitoring purposes;
4. Ethernet Switches with the abilities to make decisions and manipulate data at Layers 3 or higher, including: Load Balancing, Bandwidth Optimization, Health and Alert Monitoring, & Security Features; and
5. Technologies employed include but not limited to: Ethernet, SONET, WDM, and ATM.

Wireless Ethernet - Typically Layer 2 and/or Layer 3 devices capable of wireless transmission and reception of data packets:

1. Access Points capable of providing local device accessibility;
2. Point-to-point or Bridged;
3. Meshed configuration; and
4. Licensed or unlicensed spectrum use.



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Security Equipment and Solutions - May include devices operating at any layer in the OSI model.

1. Packet inspection/rule enforcement (ACL, Firewall, IDS, etc.);
2. Real time interpretation and response (Application Firewalls, IPS, etc.);
3. Content Filtering and/or Rate Limiting;
4. RAS solutions (VPN, SSL acceleration, etc.); and
5. Centralized monitoring, trend analysis, health and alerting systems.

Monitoring and Management Solutions - May include software or appliances operating at any layer in the OSI model:

1. Solutions should accomplish the centralization and interpretation of data acquired from networked devices;
2. Solutions should be developed around commonly accepted methodologies and should make use of SNMP and/or TL1;
3. Solutions must enhance security, manageability, and accountability;
4. Solutions interface should be an intuitive GUI, with possible built in CLI and manual configuration abilities; and
5. Reporting and analysis tools must include canned reports for regulatory compliance with HIPAA, etc.

Other Network Centric Solutions – Will include many of the required network elements not listed above:

1. DNS, NAT/PAT, DHCP, and other IP Address management solutions;
2. Mobility and session persistence solutions;
3. Authentication solutions;
4. SIP and other centralized communications and messaging solutions; and
5. Transceivers

Telephony

Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call accounting, and the associated end-user telephone devices.

Multi-Function Solutions

Industry movement indicates that multi-function networking appliances are becoming the way of the future. List and describe any product lines that are merging into multi-function platforms. This may include technology areas that are not covered in areas 1 to 7 above. Each such product should be listed with a note including the areas that are included and a short description of any other technological advantages gained through the aggregation of these technologies. (i.e. Blade server chassis may house a built in Ethernet switch – Routers may be capable of Firewall, IDS, and other abilities – Network storage may include an Ethernet and/or a fiber channel switch – etc.)

**MANUFACTURER
LETTERS OF
AUTHORIZATION**



LETTER FOR CHANNEL PURCHASING

Date: December 1, 2011

To: State of Arizona
100 N 15th Ave
Suite 201
Phoenix, AZ 85007

**Bid Number
or Project
Name:** ADSPO12-00001223

Cisco Systems, Inc. ("Cisco") hereby confirms that, as of the date of this letter, INSIGHT DIRECT USA INC is a Gold certified Cisco channel partner and that Cisco and INSIGHT DIRECT USA INC have entered into an agreement for the purchase and resale of Cisco Products and/or Services ("Agreement").

This means that INSIGHT DIRECT USA INC has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in USA as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Furthermore, INSIGHT DIRECT USA INC is specialized in the following Cisco technologies:

- Advanced Data Center Networking Infrastructure;
- Advanced Data Center Storage Networking;
- Advanced Routing & Switching;
- Advanced Security;
- Advanced Unified Communications;
- Advanced Wireless LAN;
- Master Security Specialization;
- Master UC Specialization;
- ATP - Cisco TelePresence;
- ATP - Cisco TelePresence Video Master;
- ATP - Customer Voice Portal;

- ATP - Data Center Unified Computing;
- ATP - Outdoor Wireless Mesh;
- ATP - Substation Automation;
- ATP - Unified Contact Center Enterprise;
- ATP - Video Surveillance; and
- TANDBERG Migration Master

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate.

If you need any additional information, please do not hesitate to contact Michael Schettler at 602-778-2714.

 Brian Fukuhara, V.P., Finance
Cisco Systems, Inc.



Advanced Search

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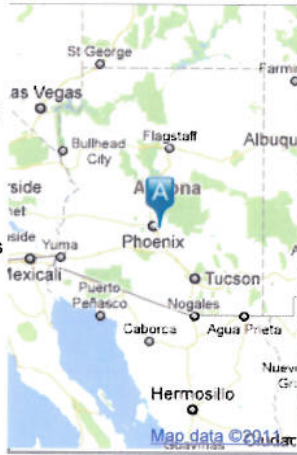
Partner Details

Company INSIGHT DIRECT USA INC

Certifications - Gold Certified Partner

Specializations

- Advanced Data Center Networking Infrastructure
- Advanced Data Center Storage Networking
- Advanced Routing & Switching
- Advanced Security
- Advanced Unified Communications
- Advanced Wireless LAN
- Master Security Specialization
- Master UC Specialization
- Small Business Specialization



Cloud Partner None

Managed Services

- Managed Services Master
- Cisco Powered Managed Unified Communications
- Cisco Powered Managed Security

Cisco Authorized Partners

- Cisco Authorized DMS Partner
- Cisco Authorized Unified Meetingplace Partner

Other Authorizations

- Registered Partner
- Cisco Capital Financing
- Cisco Smart Care Service
- GPN Certified Agent
- GPN Resale Host
- Global Resale Agent
- Healthcare Technology Developer
- Indirect Service Discount Promo
- IronPort Gold Certified
- Local Integrated Architectures Specialization
- Regular Try And Buy
- Retail Technology Developer
- TANDBERG Migration Master
- WebEx Commission Pilot Program
- ATP - Cisco TelePresence
- ATP - Cisco TelePresence Video Master
- ATP - Customer Voice Portal
- ATP - Data Center Unified Computing
- ATP - Outdoor Wireless Mesh
- ATP - Substation Automation
- ATP - Unified Contact Center Enterprise
- ATP - Video Surveillance

Industry Solutions

- Education
- Government
- Real Estate & Hospitality
- Retail

HQ Address 6820 SOUTH HARL AVENUE
Tempe
AZ 85283

Site Address 6820 SOUTH HARL AVENUE
Tempe
AZ 85283

Phone Number 800-467-4448

Fax

Country USA

Partner since 24-MAY-2004

www.insight.com

URL

Please note that partner supplied data is not verified by Cisco

Partner Description

Calence / Insight Networking Solutions is an esteemed Cisco Gold Partner since 1999 and a proven provider of Cisco networking solutions. Our product and service deployment strengths are aligned with Cisco focus areas including Unified Communications, Network Strategy & Infrastructure, Security and comprehensive Managed Services. As a result, Calence / Insight Networking Solutions is uniquely positioned to support Cisco field teams throughout the entire IT lifecycle from purchasing decision, design, implementation, deployment and operations. Calence / Insight Networking Solutions is a predominant network solutions partner for Cisco. Calence / Insight Networking Solutions Cisco-certified experts proactively help clients access, design, implement and operate secure data, wireless, voice and video communications and architectures. Our ISO 9001:2000-certified Advanced Integration and Custom Configuration labs enable us to pre-build, configure and test systems before they reach the end user. Calence / Insight Networking Solutions service and delivery organization has a long list of successful implementations in the areas of Unified Communications, Wireless, Security, Management Services and more. As a result of our partnership with Cisco, Calence / Insight Networking Solutions is able to deliver world-class networking services in most geographies. Calence / Insight Networking Solutions design and integration of the technology infrastructure for University of Phoenix Stadium, home of the NFL's Arizona Cardinals, was highlighted in the cover story of Cisco's IQ magazine.

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November 30, 2011

REFERENCE:

Insight Direct USA Inc/ dba Insight Direct
6820 S Harl Ave
Tempe, AZ 85283-4318

To whom it may concern:

Insight Direct USA Inc/ dba Insight Direct at 6820 S Harl Ave Tempe, AZ 85283-4318 has been an HP Authorized Reseller since 3/16/2004.

The Partner is authorized for the following:

- **Open Distribution** includes, but are not limited to, iPaks, personal printers, media Products and HP Networking Open Product Lines.
- **US Partner Agreement** which includes but not limited to imaging and printing, personal systems, industry standard servers, and business class storage products.
- **Agent Addendum**
- **Government Int'l Sales Addendum**
- **Source Volume Addendum**
- **Federal Government SLED Primary Partner Addendum**
- **ASSP**
- **Direct Response Addendum**
- **International Sales Addendum**

- **Internal Purchase Program Addendum**
- **Security Products Addendum**
- **Enterprise Storage - US: VAR: Avnet**
- **Storage P9000 - US: VAR: Avnet**
- **HP Business Critical Server HP Integrity Servers & Blades (UX, Windows & Linux, OpenVMS, 2 & 4 Socket), Superdome - US: VAR: Avnet**
- **UX Workstations Sales - Central & East: VAR: Avnet**
- **CCI Blade PC's - US: VAR: Avnet**
- **Qualified Software - US: VAR: Avnet**
- **HP Enterprise Networking - US: VAR: Arrow ECS, Avnet, Ingram, Synnex, Tech Data**
- **HP Network Security - US: VAR: Arrow ECS, Avnet, Computerlinks, Ingram, Synnex, Tech Data**
- **Software Security Products – ArcSight - US: VAR: Westcon**

Sincerely,



Garry Edwards M.
Hewlett-Packard Company
Americas Partner Contracts and Compliance



1194 N. Mathilda Ave.
Sunnyvale, CA 94089
tel: 408-936-5930

November 18, 2011

Terri Johnson
State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

RE: SOLICITATION NO.: ADSPO12-00001223

Dear Terri,

Juniper Networks (US), Inc. is pleased to confirm that Insight is at Elite level within Juniper Networks Partner Program and is authorized to resell Juniper's products, maintenance contracts and training to 'end-user' customers.

If you have any questions regarding our partnership, please contact Tanda Siragusa at 602.741.4444 and tandas@juniper.net.

Very truly yours,

A handwritten signature in cursive script that reads "Steve Pataky".

Steve Pataky
Vice President
Worldwide Channel Development and Programs



November 29, 2011

Letter of Authorization

To Whom It May Concern:

The purpose of this letter is to confirm that Insight has been an authorized Syn-Apps reseller since 2007. Insight is a valued partner and in good standing.

If you have questions, feel free to contact me at any time.

Best regards,

Shirryn Williams-Padilla

Director of Sales

Syn-Apps, LLC

P: 480-355-6825

C: 480-766-2650

F: 480-659-8999

Email: swilliams@syn-apps.com

Website: www.syn-apps.com

**ADDITIONAL
INFORMATION**

**MANUFACTURER
SUPPORT/WARRANTY**

HP Networking Product Warranty & Support Summary¹ (September 2011)

Products		Warranty duration ²	Advance replacement delivery ³	Technical Support (Phone/Email/Electronic Case)	Software/OS Maintenance Releases ⁴	Software/OS Upgrade Releases
A-Series	Fixed-port Switches (A581x, A580x, A55xx, A51xx, A36xx, A31xx)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁸	No
	Modular Switches (A125xx, A105xx, A95xx, A75xx, A582x)	1 year	10 days	1 year	As long as owned ⁸	No
	Routers (A88xx, A66xx, A-MSR9xx, A-MSR50, A-MSR30, A-MSR20)	1 year	30 days	1 year	As long as owned ⁸	No
	Wireless Access Controller (A-WXxxxx)					
	Wireless Switch (A30xx)					
	Wireless APs (A-WA2xxx, A95xx, A91xx, A87xx, A77xx)					
	Wireless Bridges					
	HP Security Appliances (F5000, F/S1000-A/E/S VPN Firewall, U200-A/C/M/S/CS UTM)	1 year	30 days	1 year	N/A	N/A
Power supplies (Axxxx, 88xx, switches, RPS 10xx/8xx/5xx)						
IMC Network Management	90 days	N/A	90 days	90 days(bug fix only)	No ⁹	
E-Series	Modular Switches (E82xxzl, E54xxzl, E42xxvl)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁷	As long as owned ⁷
	Fixed-port Switches (E66xx, E62xxyl, 3800, E3xx/yl, E291x/al, E281x, E26xx, E25xx/G)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁷	As long as owned ⁷
	HP AllianceONE Services/Advanced Services modules ⁶ and Sangoma Voice Cards	Lifetime ⁵	NBD	As long as owned ¹¹	As long as owned ¹¹	As long as owned ¹¹
	Fixed-port Switches (E55xx/G, E48xxG, E45xx/G, E42xx/G)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁸	No
	HP Threat Management & PCM+ Agent w/ONE Services zl Modules ⁶	Lifetime ⁵	NBD	1 year	As long as owned ⁸	No
	MultiService Controller (E-MSM765zl) ⁶	Lifetime ⁵	NBD	1 year	1 year (bug fix only)	No
	Indoor Wireless Access Points (E-MSM4xx, E-MSM3xx, E-M110)					
	Wireless Access Devices (E-MSM317)	1 year	NBD	1 year	1 year (bug fix only)	No
	MultiService Controllers (E-MSM760, E-MSM710)					
	HP RF Manager Controller					
	Wireless Client Bridge (E-M111)					
	Outdoor Access Points (E-MSM3xxR)					
VCX voice and communication products	1 year	30 days	90 days	90 days(bug fix only)	No	
IP phones (41xx, 35xx, 31xx)						
PCM+ Network Management (IDM, MM & NIM)(Purchased after February 1, 2009)	90 days	N/A	1 year	As long as owned ⁸ (bug fix only)	1 year ⁹	
PCM+Network Management (IDM, MM & NIM)(Purchased before February 1, 2009)	90 days	N/A	As long as owned ⁵	As long as owned ⁸	No ⁹	
V-Series	Smart Managed Switches (V1910, V181x, V17xx)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁷	As long as owned ⁷
	Wireless Access Points (V10ag)	Lifetime ⁵	NBD	As long as owned ⁵	N/A	N/A
	Unmanaged Switches (V21xx, V1410, V1400, V408)					
	Wireless Access Points (V-M2xx)	Lifetime ⁵	NBD	1 year	1 year (bug fix only)	No
	Smart Managed Switches (V190x, 9FX)	3 years	NBD	3 years	As long as owned ⁷	As long as owned ⁷
	Wireless Routers (V1xx)	3 years	NBD	3 years	As long as owned ⁸	No
	IntelliJack Switches					
Unmanaged Switches (V1405)	3 years	NBD	3 years	N/A	N/A	
S-Series	Security Appliances (S2xx-UTM, S10xx-VPN/FW)	1 year	30 days	1 year	As long as owned ⁸	No
	IPS Appliances (S51xxN, S25xxN, S14xxN, S660N, S5xxxE, S24xxE, S12xxE, S6xxE, S330, S210E, S110, S10, Core Controller)	1 year	30 days	1 year ¹⁰	No	No
	SSL Appliance (S15xx)					
	Security Management System Appliances	90 days	N/A	90 days	90 days(bug fix only)	No ⁹
Security Management Software (Firewall, UTM)						
Other	HP transceivers (X244, X242, X132, X131, X129, X122, X121, X119, X112, X111)	Lifetime ⁵	NBD	As long as owned ⁵	N/A	N/A
	HP transceivers (X240, X170, X160, X135, X130, X125, X124, X120, X115, X110)	1 year	30 days	1 year	N/A	N/A
	TippingPoint transceivers	1 year	30 days	1 year ¹⁰	N/A	N/A
	Premium License (When purchased separately for E82xx, E66xx, E54xx & E35xx switches)	N/A	N/A	1 year	As long as owned ⁸	1 year

- 1) Warranties listed apply to products purchased using HP product numbers.
- 2) Includes coverage of any built-in fans and power supplies for the entire warranty period. Upon transfer of product from bona fide end user to bona fide end user, warranty may be enforced by transferee. See product's Hewlett-Packard Limited Warranty Statement for details.
- 3) Response time is based on commercially reasonable effort and subject to a daily shipment cutoff time. In some countries and regions and under certain supplier constraints, response time may vary. Contact your local HP service organization for response time availability in your area. NBD = Next Business Day
- 4) Software maintenance releases include bug fixes and minor updates and do not change the licensed major version of the installed software or operating system.
- 5) For as long as you own the product. You may be required to provide proof of purchase or lease as a condition of receiving warranty service.
- 6) 5 year warranty on the disk drive in the HP Alliance One Advanced Services and Services zl Modules, HP Threat Management Services zl Module, HP AllianceOne Ext zl Mod w/Rvrbd Sthld, HP E-MSM765zl Mobility Controller and HP Surv Brch Com zl Mod pwrby Mstf Lync.
- 7) All software releases, when and if available, for as long as you own the product.
- 8) All software releases in licensed version, when and if available, for as long as you own the product.
- 9) Version upgrades for software may require purchase of a specific upgrade product.
- 10) Support provided only for warranty claims.
- 11) Technical support and all software releases provided for hardware and the ONE Service OS, when and if available, for as long as you own the product. Please see product specific documentation for application support.

HP Networking product warranty policy details are available at www.hp.com/networking/warranty
 Information on services for HP networking products can be found at www.hp.com/networking/services

The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.



HP Premium Support Service for HP TippingPoint Products

HP Services

Technical data



HP Premium Support Service for HP TippingPoint products consists of hardware and software services that enable you to increase the availability, reliability, and security of your network. HP TippingPoint technical resources work with your team to help you to resolve hardware and software problems with your HP TippingPoint products.

HP Premium Support Service offers advance hardware exchange for eligible HP TippingPoint products. When a hardware return is necessary, HP will ship a replacement product or part to your location free of freight charges. Replacement products or parts are new or equivalent to new in performance.

As they become available, HP Premium Support Service also provides you with software updates for eligible HP TippingPoint products to help optimize the security of your network. Software updates and technical documentation can be downloaded from HP TippingPoint's Threat Management Center (TMC).

In addition, HP Premium Support Service provides you with access—24 hours per day, 365 days per year—to technical support for both software and hardware to help you resolve incidents quickly and efficiently.

Finally, HP Premium Support Service provides you with Digital Vaccine (DV) filters that provide rapid inoculation against emerging threats to your network. These Digital Vaccines are delivered at least once a week—or whenever critical vulnerabilities and threats emerge—and can be deployed automatically with no user interaction required. Through the HP ThreatLinQ website, the HP DV Labs team provides information on every filter, as well as information on attack events occurring globally. You can use this information to fine-tune your configurations for more comprehensive protection.

Service benefits

- Help to protect your network against known and emerging security threats
- Help improve or maintain system uptime
- Access to HP technical resources for problem resolution
- May contribute to improved system performance and reduced downtime due to software defects
- Allows your IT resources to stay focused on their core tasks and priorities
- Reliable response times

Service feature highlights

- 24x7 coverage window
- Escalation management
- Access to electronic support information and services
- Remote access
- Remote problem diagnosis and support
- **Hardware:**
 - Hardware technical support
 - Advance exchange
- **Software:**
 - License to use software updates
 - Access to technical resources
 - Software product and documentation updates
 - Software support
 - Software electronic support
 - Installation advisory support
 - Problem analysis and resolution
 - Software features and operational support
- **Digital Vaccine:**
 - Weekly Digital Vaccine updates
 - Emergency Digital Vaccine updates

Specifications

Table 1. Service features

Feature	Delivery specifications
24x7 coverage window	The service coverage window specifies the time during which the Customer may call HP. Service is available 24 hours a day, Monday through Sunday including HP holidays. This coverage window is subject to local availability.
Escalation management	HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation, enlisting the skills of appropriate HP resources and/or selected third parties to assist with problem-solving.

Access to electronic support and services	<p>As part of this service, HP provides access to certain electronic and Web-based tools, including Threat Management Center (TMC). The Customer has access to:</p> <ul style="list-style-type: none"> • Certain capabilities made available to registered users, such as downloading selected HP software and firmware patches, subscribing to hardware-related proactive service notifications, and participating in support forums that enable problem solving and best practice sharing with other registered users • Expanded Web-based searches of technical documents to facilitate faster problem-solving • Use of certain HP proprietary services diagnostic tools with password access.
Remote access	<p>At the option of HP and with Customer approval, selected remote access tools may be used to facilitate problem-solving. The use of these tools allows HP to work interactively with the Customer and facilitates remote diagnosis of problems with the Customer's system.</p> <p>The Customer can choose to use any of these remote access tools to assist in the resolution of service requests. Only HP-approved tools are to be used as a part of this feature.</p>
Remote problem diagnosis and support	<p>When experiencing a problem, the Customer must use established communication channels to initiate a support request with HP. HP will provide basic telephone or email technical assistance with installation, product configuration, setup, and problem resolution. Prior to any remote or offsite assistance, HP may ask the Customer to provide relevant information, start diagnostic tools, and perform other supporting activities at the request of HP. HP will then work with the Customer remotely to isolate the hardware problem.</p>
Hardware	
Hardware technical support	<p>For assistance in hardware problem diagnosis and resolution on selected HP products, HP provides the Customer's technical assistance center (TAC) or certified technician with priority access to HP Level 2 technical specialists via telephone or electronic communication.</p>
Advance exchange	<p>HP will confirm, prior to the close of standard business hours, that the ordered part will be shipped in advance of HP's receipt of the defective part, within a specific period of time as determined by HP. The Customer must return the defective part within the time specified by HP, which must not be greater than 30 days from the shipment by HP of the replacement part. The replaced product becomes the property of HP. For a part not returned within the specified time period, the Customer will be billed at full country list price. HP will assume all risk of loss or damage to parts in transit to the Customer or parts being returned to HP. HP will pay the cost of shipping to and from the Customer's location, within the country of purchase.</p>
Software	
License to use software updates	<p>The Customer receives the license to use software updates to HP or HP-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HP or original manufacturer software license terms.</p> <p>The license terms shall be as described in the HP software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service.</p>
Access to technical resources	<p>For assistance in software problem diagnosis and resolution on selected HP products, HP provides the Customer's technical assistance center (TAC) or certified technician with priority access to HP Level 2 technical specialists via telephone, email, or electronic communication for assistance in resolving software implementation or operations problems.</p>

Software product and documentation updates	<p>As HP releases updates to HP software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HP will provide software updates as such updates are made available from the third party, or HP may provide instructions on how to obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when required to download, install, or run the latest software revision.</p> <p>For HP TippingPoint products, software updates and upgrades can be downloaded from the Threat Management Center website.</p> <p>For other HP-supported third-party software, the Customer may be required to download updates directly from the vendor's website.</p> <p>For certain products, HP will automatically deliver the software and documentation updates to the Customer on physical media and/or electronic media when new revisions are made commercially and generally available.</p>
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Software support	<p>Once a software problem is logged, an HP Solution Center engineer will respond to telephone calls within one (1) hour and to emails within two (2) hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help the Customer identify problems that are difficult to reproduce. In addition, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p>
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Software electronic support	<p>As part of this service, HP will provide access to certain software-related electronic and Web-based tools and services, as applicable.</p> <p>The Customer has access to certain capabilities made available to registered users, such as conducting searches of technical support documents and knowledge databases to facilitate faster problem-solving, downloading selected HP software and firmware patches, participating in support forums for solving problems and sharing best practices with other registered users, and using a Web-based tool to submit questions directly to HP.</p>
------------------------------------	---

Digital Vaccine

Weekly Digital Vaccine updates	<p>Digital Vaccine updates, which help to provide protection from new and emerging threats, will be provided at least once a week via the Threat Management Center (TMC). Digital Vaccine updates can be configured to update automatically or through manual intervention.</p>
---------------------------------------	---

Emergency Digital Vaccine updates	<p>Additional updates may be provided on a prioritized basis as critical vulnerabilities are identified.</p>
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Specifications

Table 2. Service-level options

Not all service-level options are available on all products. The service-level options the Customer has chosen will be specified in the Customer's contract documentation.

Option	Delivery specifications
24 hours, all days, including HP holidays	This service is available 24 hours per day, Monday through Sunday, including HP holidays.

Coverage

- Consumable items including, but not limited to, removable media, batteries and Tablet PC pens, maintenance kits, and other supplies, as well as user maintenance and non-HP devices, are not covered by this service.
- For components that are discontinued, an upgrade path may be required. HP will work with the Customer to recommend a replacement. Not all components will have available replacements in all countries due to local support capabilities.

Customer responsibilities

The Customer must ensure that the product is appropriately packaged and prepared for pickup or the chosen method of delivery or shipment to the HP designated repair center. HP may require the Customer to include a print-out of any previously conducted self-test results together with the defective product.

If required by HP, the Customer or HP Authorized Representative must register the hardware product to be supported within ten (10) days of purchase of this service, using the registration instructions within the Care Pack or the e-mail document provided by HP, or as otherwise directed by HP. In the event a covered product changes location, registration (or a proper adjustment to existing HP registration) is to occur within ten days of the change.

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates and patches, as well as Customer Self Repair parts and replacement products delivered to the Customer. In order to receive support and the highest level of security protection, the Customer must be on a currently supported version of all software and have the latest Digital Vaccine updates.

In addition, the Customer will:

- Be responsible for registering to use an HP or third-party hosted electronic facility in order to obtain software product information, download software patches, or download new software product revisions
- Take responsibility for acting upon any hard-copy or email notification the Customer may receive in order to download the software update or to request the new software update on media, where this option is available
- Use all software products in accordance with current HP software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service
- Retain, and provide to HP upon request, all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Be responsible for all data backup and restore operations
- Provide all information necessary for HP to deliver timely and professional remote support and to enable HP to determine the level of support eligibility
- Adhere to licensing terms and conditions regarding the use of any HP service tools used to facilitate the delivery of this service, if applicable
- Be responsible for registering to use HP's electronic facility in order to obtain software product information and to download HP software patches

In cases where Customer Self Repair parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by HP. In the event HP does not receive the defective part or product within the designated time period or if the part or product is physically damaged upon receipt, the Customer will be required to pay a fee for the defective part or product, as determined by HP.

It is the Customer's responsibility to remove all personal and/or confidential data from the defective product before it is returned to an HP designated location for repair or replacement; HP is not responsible for data stored on the returned product.

The Customer agrees to pay additional charges if the Customer requests that HP install customer-installable firmware updates or patches. Any additional charges to the Customer will be on a time-and-materials basis, unless otherwise previously agreed in writing by HP and the Customer.

Service limitations

At the discretion of HP, service will be provided using a combination of remote diagnosis and support, services delivered at an HP designated repair center, and other service delivery methods. Other service delivery methods may include the delivery, via a courier, of customer-replaceable parts such as a keyboard, a mouse, or an entire replacement unit. HP will determine the appropriate delivery method required to provide effective and timely Customer support.

For the Customer with multiple systems at the same location, HP may limit the number of physical media sets containing software product and documentation updates provided as part of this service.

The response time stated herein is provided as a typical initial response time to Customer technical support requests. The response time in no way creates a legal requirement or obligation for HP to always provide such response in the stated time.

Any services not clearly specified in this document or in an associated Statement of Work are excluded from this service.

Activities such as, but not limited to, the following are excluded from this service:

- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HP
- Services that, in the opinion of HP, are required due to unauthorized attempts by non-HP personnel to install, repair, maintain, or modify hardware, firmware, or software
- Backup, recovery, and support of the operating system, other software, and data
- Services that, in the opinion of HP, are required due to improper treatment or use of the product
- Services required due to failure of the Customer to take avoidance action previously advised by HP
- Operational testing of applications, or additional tests requested or required by the Customer

General provisions/Other exclusions

HP reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer.

HP's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data the Customer provides to HP.

Travel charges may apply in some geographic locations. Please contact a local HP representative for details.

Ordering information

HP Premium Support Service for HP TippingPoint Products may be ordered using HK697A* service product numbers as well as appropriate fixed Care Pack product numbers.

For more information

For more information on HP Services, contact any of our worldwide sales offices or visit our website at:

HP Networking TippingPoint products and support: www.hp.com/networking/tippingpoint

HP Care Pack services: www.hp.com/go/cpc

HP support services: www.hp.com/hps/support

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Juniper Networks J-Care



The network is your lifblood. It must be in constant good health to ensure reliable and efficient service for your customers. And with network architectures growing in size and complexity, it is becoming increasingly challenging to keep pace. As a result, access to timely, comprehensive technical information and skilled resources is critical. Juniper Networks works with you to protect the investments you make in equipment and applications and in the people who make it happen. Our support portfolio provides the backup support that you demand and lets you select from options that augment your in-house technical expertise. More than just a simple break-fix service, Juniper Networks Support Services also incorporates proactive features that will enhance the performance of your network and your team.

- Are you looking to maximize network availability?
- Do you have the internal resources to keep your Juniper gear operating at peak performance?
- Do you require technical support options that ensure predictable budgeting?
- Are you looking to minimize risk within your network and protect your investment?

Juniper Networks is expert in achieving carrier-class network availability levels. We help you meet the most aggressive network demands with operational support designed to ensure maximum uptime and optimize the utility of your network assets. You choose the service elements best suited to your network and your in-house capabilities and we do the rest.

J-Care delivers the peace of mind that only a comprehensive support solution offers. With our support portfolio, you benefit from the economy and simplicity of a single service solution to maintain your network's day-to-day operation. Key services include the delivery of around-the-clock technical assistance, online tools, software support, and options for parts delivery and onsite support. Both ways, you receive the support you need and the value you deserve.

Features	Benefits
Unlimited technical support whenever you need it	Allows your operations team to focus on more strategic activities and maximize the return on network investment
Access to all Juniper Networks software releases	Enables you to keep pace with technological advances without additional capital expenses
Flexible hardware and onsite support options	Allows you to select the right level of support to complement your resources and meet your budget requirements
Priority access to highly-skilled networking industry engineers	Provides fast access to proven experts and best practices engineers
Comprehensive Web-based services	Enables your staff to leverage Juniper Networks expertise with immediate access to vital information

Juniper Networks service and support

Juniper Networks has built a world-class support engineering organization with experts in IP and security technologies. Our support personnel deliver advanced technical assistance when you need it. The depth and breadth of experience and knowledge ensures long-lasting, productive support relationships and industry-leading customer satisfaction. Juniper's Support Services is a key component of our Operation Services.

The full range of service elements within the Juniper Networks Customer Services portfolio provides the flexibility to create your own, unique solution, allowing you to not just respond to market factors, but to anticipate them. Your Juniper Networks Customer Services portfolio is the key to transforming your network into value today and maintaining that value in the future.

J-Care service offerings

Juniper Networks offers six standard support offerings to complement your team and ensure maximum uptime. Each offering includes

24x7 access to the Juniper Networks Technical Assistance Center and Customer Support Center.

	Core	Core Plus	Next-Day	Next-Day Onsite	Same-Day	Same-Day Onsite
JTAC Access	•	•	•	•	•	•
Software Releases	•	•	•	•	•	•
Online Tools	•	•	•	•	•	•
Return-to- factory		•				
Next-Business Day Advanced Replacement			•	•		
Same-Day Advanced Replacement					•	•
Onsite Technician				•		•

JTAC Access

With JTAC support, you have unlimited access to JTAC engineers through by phone and online 24x7x365. As a single point of contact for all your support needs, our JTAC engineers have extensive experience in supporting large-scale networks and help you diagnose system problems, provide solutions and workarounds where necessary. To ensure that we respond as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues.

Software Releases

Juniper Networks will provide Customer with access to all new Software Releases Customer has licensed when they are made available for general public release

Online Tools

Access to post-sales online services which they will find sales and marketing tools, competitive information, and the Juniper.net Customer Support Center (CSC)

Return-to-factory

10 business day hardware repair or replacement. Customer returns product to Juniper and Juniper has to the option to repair or replace the defective part. The 10 business days begins upon receipt of the defective unit by Juniper at a Juniper repair facility.

Next-Day

Next business day is defined as 12 hours a day, 5 days a week delivery of advance Hardware replacements. "Next-day delivery" means that Juniper Networks will deliver advance replacements for defective Hardware on the next business day for replacement requests placed by 3:00 p.m. (local JTAC time), Monday through Friday, except Juniper Networks' holidays. For countries where Juniper Networks does not have an in-country depot and next business day delivery is unavailable, Juniper will ship the replacement part within 24 hours of the RMA origination. Actual delivery will be subject to local customs and importation restrictions and transportation delays.

Same-Day

Same-day delivery of advance Hardware replacements, 7 days per week, including holidays. "Same-day delivery" means that Juniper Networks will deliver advance replacements for defective Hardware, 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure by Juniper, to Sites located within 50 miles of an authorized Juniper Networks' parts depot.

Onsite

An on-site Juniper Networks trained service technician will arrive within 4 hours of final diagnosis of a part failure to Sites located within 50 miles of an authorized Juniper Networks' parts depot

*Juniper Networks may add, delete and modify support programs available for purchase at its discretion.

**Certain Juniper Networks antivirus products have special support offerings available only for such products. For a list of available antivirus support plans, please refer to the End-User Antivirus Addendum that is made available by Juniper Networks.

***Next-Day, Same-Day, and Same-Day Onsite services requires pre-approval by Juniper Networks prior to commitment of delivery of service.



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TOP
5

REASONS TO SWITCH

THE SWITCH TO JUNIPER PROGRAM

"We feel like
we're in control
of our network
rather than
the other
way around."

Larry Prine
Lead Systems
Administrator,
Amazingmail.com

Juniper Networks EX Series switches deliver unparalleled performance, simplicity and savings.

As part of the new network, the EX Series switches transform your network economics and experience.

1 Simpler.

The new network matches recent changes in application and server architectures, making your applications snap, your virtual servers mobile and your video crisp. The EX Series switches improve performance while reducing the complexity of your network. How? In the data center, Virtual Chassis technology enables you to get from server A to server B without unnecessary processing left over from network architectures designed for client-server applications. In a campus network, a single Virtual Chassis delivers up to 480 ports across multiple wiring closets while behaving like a single device. Fewer logical switches mean more time for other things.

2 Faster.

The new network is responsive to ever-changing needs. Virtual Chassis technology in the EX Series switches improve application performance, reduce latency in the data center and increase reliability. Virtual Chassis technology enables interconnection of access switches for up to ten racks of servers, resulting in better performance for live migration and enhanced disaster recovery. Our 10GbE switches are built to be 40GbE- and 100GbE-ready, so you will always be ahead of the next wave of applications.

3 Reduce acquisition costs.

Juniper can help you curtail overprovisioning the network. With a simplified architecture, you can do more with less. Because Virtual Chassis technology reduces the number of inter-switch connections, Juniper switch architectures require fewer components, reducing capital expense up to 35%. And with fewer boxes, the average data center saves up to 44% on power. The new network delivers a radical reduction in expenditures.

4 Reduce cost to manage.

With fewer components, fewer logical switches to manage and only one OS to learn, the EX Series switches lower training and operational expenses. Juniper Care programs offer award-winning service and support, including automated technical services for incident management and proactive analysis. The J-Net user community is active, knowledgeable and full of great ideas. And Junos software lets you configure and manage your EX Series switches as well as Juniper routing and security solutions—with unprecedented ease.

5 Open and flexible.

The new network is a vision of open standards. The EX Series is built with flexibility in mind, so it's easy to add the EX Series switches to improve your legacy network. With conversion tools, you get quick interoperability. And with Dell, IBM and other partners delivering Junos Ready software and appliances, you simply have more choice.

Stop waiting. Start switching.

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Juniper Care

Service Description Document

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1. Introduction

Juniper Care Services (“**Services**”) are described in this Services Description (“**SDD**”). The Services are rendered by Juniper directly to the end user of Juniper Networks products (the “**End User**”), which End User is identified by name and address in the order for the Services (whether placed by an authorized J-Partner or otherwise). The Services cover only those Juniper Networks products of End User purchased from Juniper Networks or an authorized Juniper Networks reseller and that are specified in the Purchase Order for the Services placed by End User or an Authorized Juniper Networks reseller, and, for each such product, only during the term of the Juniper Care Support Services contract. (Such Juniper Networks products of End User are herein referred to as the “**Supported Juniper Products**”)

The Services are subject to the terms of the Juniper Networks End User Support Agreement, a copy of which is posted at <http://www.juniper.net/support/guidelines.html> (or other written master services agreement signed by Juniper Networks and End User and covering within its scope the terms and conditions under which Juniper Networks will render support and maintenance services for End User’s Supported Juniper Products) (herein, the “**End User Services Agreement**” or “**EUSA**”). In addition, End User’s use of the Junos Space Service Now shall be subject to the terms of the Juniper Networks End User License Agreement as posted at <http://www.juniper.net/techpubs/software/software-license.html> as of the date that End User purchases the Service (“**EULA**”), with End User being treated under the EULA as the “Customer”.

In the event of any conflict between the terms of this SDD and those of the EUSA or EULA, the terms of the EUSA and EULA shall take precedence. Unless otherwise stated in this SDD, capitalized terms used in this SDD shall be as defined in the EUSA.

2. Eligibility and Purchasing

Juniper Care Support Services are available for purchase only by Juniper Networks-authorized resellers on behalf of an End User identified by name and address in the purchase order (or by certain qualified End Users), which End Users have one or more Juniper Networks products under Juniper Care Support Services contract and who register themselves and their Supported Juniper Products with the Juniper Networks Customer Service Center (“**CSC**”). The Services must be purchased for a term lasting at least 12 months. Any such purchased Juniper Networks commitment to provided Services to the End User is referred to herein as a “**Juniper Networks Service Contract**.”)

The Services cover only those Juniper Networks products (whether hardware (including any associated Embedded Software), standalone Software or Separately Licensable Features (as such capitalized terms are defined in the EULA)) that are identified as the supported product in the purchase order placed with and accepted by Juniper Networks and as to which products reseller or End User has identified to Juniper Networks in writing:

- the name and address of the principal place of business of the End User and
- the serial number of the product (if the product is serialized) and of the Juniper Networks hardware product on which it is installed, if applicable.

(Such Juniper Networks products so supported are herein referred to as the “**Supported Juniper Products**” but only as long as they are also covered under a current, valid Juniper Networks Service Contract)

A **Subscription License** (as defined in the EULA) purchased by End User shall be treated as a Juniper Networks Service Contract for purposes of this SDD.

3. Service Features and Deliverable Description

As part of the Services, Juniper Networks will use commercially reasonable efforts to provide End User with the following:

3.1 Technical Support

This feature provides End User access to Juniper technical support engineers, software releases, access to online tools and hardware replacement options.

There are seven (7) support options End User can choose based on their business needs including Core, Core Plus, Next-Day Delivery, Next-Day Ship, Next-Day Onsite, Same-Day, Same-Day Onsite. Please see table below for features included in each option.

	Core	Core Plus	Next-Day Delivery	Next-Day Ship	Next-Day Onsite	Same-Day	Same-Day Onsite
JTAC Access	•	•	•	•	•	•	•
Software Releases	•	•	•	•	•	•	•
Online Tools	•	•	•	•	•	•	•
Return-to-factory		•					
Next-Business Day Advanced Replacement Part Delivery			•		•		
Next-Business Day Advanced Replacement Part Shipment				•			
Same-Day Advanced Replacement Part Delivery						•	•
Onsite Technician					•		•

- **JTAC Access**

With JTAC support, End User will have unlimited access to JTAC engineers by phone and online 24/7/365. As a single point of contact for all support needs, JTAC engineers have extensive experience in supporting large-scale networks and will help diagnose system problems, configure, troubleshoot and, provide work-around solutions where necessary. To ensure that JTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues.

- **Software Releases**

During the term of the Juniper Networks Service Contract, Juniper Networks shall make available the Supported Updates (as defined below) to End User solely for support of the End User's Supported Juniper Product, subject to the terms and conditions set forth below:

- i) *Rights in Supported Updates.* For each Supported Update with regard to the Software (as defined in the EULA) originally embedded in, delivered with or consisting of the End User's Supported Juniper Product, the End User's rights in any such Supported Update will be subject to
 - (1) the terms of the EULA,
 - (2) to any applicable Entitlement (as defined in the EULA) with respect to such original Software and
 - (3) to those same restrictions and conditions that apply to such original Software

May 17, 2011

ii) Definitions.

- (1) As used herein, “**Supported Updates**” (or “**Supported Release**”) as of a particular time means any Update (as defined in the EULA) of the Software consisting of or then available generally to End Users of the Juniper Networks Product, provided, however, that Supported Update excludes:
 - (a) any Chargeable Major Releases (defined below) (and any other Updates based on any such Chargeable Major Release) that are made available after the original Software licensed to the End User, unless End User has separately purchased a license to such Chargeable Major Release and such Chargeable Major Release is itself Juniper Networks Product;
 - (b) any Separately Licensable Feature (as defined in the EULA) embedded in or otherwise associated with the Software (and any Updates of any such Separately Licensable Feature) unless End User has separately purchased a license to such Separately Licensable Feature, and such Separately Licensable Feature is itself a Supported Juniper Product;
 - (c) any Update that, under then-applicable Juniper Networks standard End-of-Life/End-of-Support policies, is no longer eligible for support.

Note that availability of such release at any particular time is subject to then-current software end of life and end of support policies posted at <http://www.juniper.net/support/eol/#software> under the title, “EOL and EOS Notification Policy and Procedures”),

- (2) “**Chargeable Major Release**” means a release of Software that, due to its enhancements in functionality or performance from prior releases, is made available by Juniper Networks only upon payment of a separate license fee specifically for that release.

• **Online Tools**

During the term of the Juniper Networks Service Contract, Juniper Networks provides End User with self-service access to Juniper Networks’ Customer Service Center (**CSC**) online portal, which provides information, answers, tools, and service options for End User’s use in supporting its Juniper Supported Product. Offerings include, but are not limited to, software downloads, technical alerts and bulletins, RMA requests, and the Juniper Networks Knowledge Base. Use of online tools is subject to the following:

End Users shall have personal, non-transferrable, non-sublicensable, non-exclusive access during the term of the EUSA to Juniper Networks’ online Customer Support Center (CSC) (currently at the URL: <http://www.juniper.net/support>) subject to limited use terms posted at such site, all solely for End User’s internal use in support of its Juniper Networks Product covered under Juniper Networks Services Contract.

Juniper Networks reserves the right in its discretion to limit or prohibit access by any End User if Juniper Networks believes that such access may give rise to violation of such export control laws or regulations or any other violation of Juniper Networks’ rules or the limited use terms identified above.

• **Hardware Repair/Replacement Options**

There are four (4) hardware replacement options that End User may select based on their business needs:

- Return-to-Factory
- Next-Day Delivery
- Next-Day Ship
- Same-Day

For all hardware replacement options, the parties shall follow Juniper’s then-current RMA Policy and Procedures as posted at <http://www.juniper.net/support/rma-procedure.html> and shall return the defective FRU to a Juniper Networks-specified RMA return location. Juniper Networks RMA return depot locations can be found at

May 17, 2011

<http://www.juniper.net/support/rma-locations.html>, which is subject to change. Replacements may be new or refurbished.

Actual delivery times may be affected by events beyond Juniper's reasonable control or by applicable export or import controls and licensing requirements or by local customs processes.

As used below:

- **"Business Day"** in connection with a particular JTAC facility, Service Manager or other Juniper Networks resource supporting Juniper Networks Services means Monday through Friday, 8:00 a.m. to 5:00 p.m., in the time zone where such resource is located, excluding local holidays.
- **"FRU"** means the hardware component or subassembly that Juniper determines is replaceable at the Ship-to Address.
- **"Ship-to Address"** means a warehouse or other manned operating facility within the applicable Service Availability Area and which is either (i) the installation site of affected Product or other facility of End User (or of the End User's agent or contractor) designated by the End User in its request for RMA, **but only if** the End User also designates therein in writing the name and office address (including country name) of that End User **and** of such End User agent or contractor, as applicable; or (ii) otherwise, the End User's facility.
- **"Service Availability Area"** means with respect to any Juniper Networks Service Contract or renewal, the city and zip/postal code associated with the Support Availability Verification Number (as generated by Juniper's on-line Support Availability Tool) designated in the purchase order for such contract or renewal.

Below is the description of each hardware replacement option:

- **Return-to-Factory**

Juniper Networks will replace or repair the FRU identified in the Juniper-issued RMA and ship the replacement or repaired FRU, as applicable, to the Ship-to Address within 10 Business Days after Juniper's receipt of the defective FRU at the specified RMA return location. The repaired or replacement FRU may be shipped from a Juniper global distribution center.

- **Next-Day Delivery**

Juniper Networks will deliver FRU replacements at the Ship-To Address in advance of receiving returned defective hardware on the next Business Day if the RMA is issued by 3pm (local JTAC time) on a Business Day. If the RMA is issued after 3pm, then Juniper Networks will deliver on the Business Day following the next Business Day. "Next-Day Delivery" is subject to availability.

- **Next-Day Ship**

Juniper Networks will ship FRU replacements to the Ship-To Address in advance of receiving returned defective hardware on the next Business Day if the RMA is issued by 3pm (local JTAC time). If the RMA is issued after 3pm, then Juniper Networks will ship on the Business Day following the next Business Day. The replacement FRU will be shipped from a Juniper in-country depot.

"Next-Day Ship" is subject to availability, and is a limited offering that is only available where Next Day Delivery would otherwise be available but for the fact that no in-country depot is close enough to Ship-to Address to accommodate Next-Day Delivery.

- **Same-Day**

Juniper Networks will deliver FRU replacements to the Ship-To Address, 24 hours a day, 7 days a week, within 4 hours of issuance of RMA In advance of receipt of defective hardware. "Same Day" is subject to availability.

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Additional Limitations: The turnaround time commitments above shall not apply in cases where End User submits bulk RMA's (exceeding five (5) FRUs). In those cases, Juniper Networks will support the RMA subject to FRU availability.

- **Onsite**

Upon final diagnosis of a part failure and replacement authorization by Juniper Networks, a trained service technician is dispatched to the affected site. Once there, the service technician coordinates with JTAC and End User's in-house contact for final resolution of the problem and End User will return the defective product to Juniper Networks. Juniper Networks Onsite support offerings do not provide assistance for software troubleshooting or configuration support.

3.2 Junos Space Service Now

The Junos Space Service Now network management software is offered under license as an additional feature of the Services. Service Now is a software application that runs on the Junos Space software platform and monitors Juniper Networks products running on an active, supported version of Junos software. Junos Space Service Now software provides service automation capabilities for detecting network issues and collecting diagnostic information on Junos-based devices.

As part of the Service, Juniper Networks will grant to End User a personal, non-exclusive, non-sublicensable, non-transferrable license, during the term of the Juniper Networks Services Contract, to install and use the Junos Space Service Now software for End User's for internal purposes only, subject to the terms of the EULA, to monitor Supported Juniper Product, Such license to last as to each Supported Juniper Product through the expiration of the term of the Juniper Networks Services Contract covering such product.

The following is a more detailed description of the Junos Space Service Now software application features:

- Automated Incident Management

This feature provides the user the capabilities to automatically detect, analyze, troubleshoot and report incidents on specific device events. Juniper Networks will provide the following deliverables as part of this feature:

- Access to knowledge and software components required in the setup of Service Now. Please refer to Service Now User Guide for details. The user guide can be found at <http://www.juniper.net/support/products/space/>
- Ongoing access to latest incident driven Advanced Insight Scripts (AI-Scripts). AI-Scripts help detect, collect and report relevant diagnostic data as specific events happen and trigger automatic event alerts for the user's operations staff.

The types of events that AI-Scripts currently support focus on device operation (i.e. not networks or interfaces) and generally fall into one of three categories:

- Hardware failures
- Software failures
- Issues caused by resource exhaustion

Examples of specific events that are covered are ASIC errors, daemon crashes and memory allocation issues. New AI-Scripts are continuously being developed and made available to the user on an ongoing basis.

AI-Script does not cover events outside the scope of the above categories such as reboots, card swaps, loss of power, cable disconnects.

- Capability to select and report specific events that are detected by AI-Script to Juniper Networks. The cases will be automatically populated with relevant device and incident information. End User can also receive case update notification alerts automatically.

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- Capability to manage automated incident management infrastructure via Junos Space platform including assigning resource and generating case summary by product, organization, and defect.
- As specific events occur on Junos OS-based products in your network, incident-driven AI-Scripts detect, collect, and report relevant diagnostic data and send to JSS that can help JTAC engineers to handle any reported case efficiently by providing necessary software and hardware configurations.

- Inventory Management Assistance

This feature enables End Users to automatically collect and record the most up-to-date device inventory information for all devices managed by Service Now. Juniper Networks will provide the following deliverables as part of this feature:

- Infrastructure to automatically collect and record the most up to date device inventory information such as device name, software version, platform, serial number, chassis inventory details for all devices managed by Service Now.
- Ability to download consolidated report on inventory data.

3.3 Knowledge Transfer

This feature provides access to eLearning courses on Juniper Networks product troubleshooting features leveraging expert training staff with deep technical and industry knowledge

4. End User Responsibilities

- Install and set up Junos Space Service Now.
- Provide all necessary hardware required for Junos Space Service Now.
- Determine a Juniper site id to use to open cases with Service Now and an email address of a primary contract for the site ID.
- Register at Juniper Networks CSC, register all Supported Juniper Products and Site ID's and keep all such information current, accurate and complete at all times.
- Set up Internet access of Service Now to connect to Juniper Support Systems (JSS) including any potential firewall settings.
- Create an organization in Service Now using the site ID and contact linked to the Juniper Care services contract. This step registers and licenses the Junos Space appliance and Service Now application.
- Discover devices using Junos Space device manager.
- Deploy AI-Scripts on devices using Service Now.
- Contact Juniper and provide all the required information to activate the Services entitlement such as serial numbers of each system level piece of hardware to enable the support level and delivery of services.
- Provide information on the current software releases running in their network and current configurations as and when requested by Juniper Networks to enable delivery of the service deliverables mentioned in this offering.
- Provide access to servers, equipment, information, logs, infrastructure and resources that are necessary for the delivery of the service.
- Ensure that the requirements identified for the proper working of the Juniper Networks' solution are in place. These requirements may be documented in the product documentation or user guides or additional recommendations communicated by the Juniper Networks team from time to time for proper delivery of Juniper Networks' services.
- Advise Juniper of any Information Juniper may reasonably request about the execution of the Services throughout the delivery of Services. If third party participation and co-operation is required in order for the End User to perform the End User responsibilities, End User shall be responsible for getting such participation and co-operation. End User shall provide written notice to Juniper Networks as soon as it becomes aware or has reason to believe that End User will not meet any of the End User responsibilities.

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5. Availability

- These Services are available (excluding countries listed in Group E under the US Export Administration Regulations (currently, Cuba, Iran, North Korea, Sudan and Syria) and any other countries as to which the furnishing of such Services may be prohibited); provided, however, that certain advance replacement and onsite services are not available in certain countries. Services are available for a minimum fixed duration of 12 months.

6. Scope

- The scope of this service is limited to the Juniper Networks products and services purchased by the End User.
- Services shall be delivered remotely from an authorized Juniper location unless specified otherwise.
- All service deliverables in this offering are available in English only.
- Juniper's obligation to perform any particular Services hereunder is contingent upon Juniper receiving from End User such cooperation, network access, consents, information and materials that Juniper may reasonably request to enable Juniper's proper and efficient performance of such Services and to enable Juniper to do so in compliance with all applicable laws and regulations.

7. Glossary

- **Advanced Insight Scripts:** AI-Scripts are written by Juniper Networks JTAC experts and when installed on JUNOS devices, work within the JUNOS software to intelligently collect and create discrete packages of incident-based and intelligence-based data and information. Advanced Insight Scripts can securely transfer via a secure protocol such as Secure FTP (SFTP) a Juniper Message Bundle containing collected data for further processing.
- **Juniper Support Systems (JSS):** it is located within Juniper Networks premises and uses Juniper Networks knowledge base, engineering expertise, and specialized tools, to resolve incident cases that you open using Service Now.
- **JTAC:** Juniper Technical Assistance Center.
- **RMA:** Return Materials Authorization.
- **Case:** a service request generated by the End User related to an incident.

About Juniper Networks

Juniper Networks, Inc. is the leader in high-performance networking. Juniper offers a high-performance network infrastructure that creates a responsive and trusted environment for accelerating the deployment of services and applications over a single network. This fuels high-performance businesses. Additional information can be found at www.juniper.net

May 17, 2011

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990331 - May 2011



Customer Name	
Product Name	
PCS Support Contract Number	
PCS Start Date	
PCS Expiration Date	

Preferred Customer Support (PCS) Annual Support Contract

Having a technical problem can impact productivity and cost you valuable time and resources. That's why SYN-APPS offers our **Preferred Customer Support (PCS)** program, an annual contract to help you get the most from your purchase. With a PCS contract, you receive the following:

- **Email, Web Site, and Phone Support.** As a preferred customer you are guaranteed replies to any questions regarding supported versions of our software. PCS offers unlimited e-mails, access to web-based resources, and up to 2 phone calls per month. Our objective is to be there to help you, every business hour of every business day.
- **Patches and Upgrades.** Preferred customers have access to major and minor product releases at no charge. SYN-APPS typically releases 3-4 minor upgrades (maintenance) and 1-2 major upgrades (new features) per year as we enhance our products to meet market and customer demands.
- **Access to Information.** Customers with PCS may elect to receive company update mailings and other news. These mailings outline new features, provide tips for product use, discuss common issue resolutions, and deliver other valuable product information.

On-site assistance is not available under the standard support contract, but may be purchased on a time and materials basis. SYN-APPS can provide other support services by special arrangement.

How to Obtain a Support Contract. The easiest way to get PCS is at the time of initial software purchase. If you already have a product and need PCS, you may purchase PCS by contacting SYN-APPS directly at 866-664-6071 or email sales@Syn-Apps.com.

Support Center Hours of Operation

The SYN-APPS support center is open during the hours of 07:00 to 16:00 Arizona Time on all weekdays except for published holidays. You can contact us using any of the following methods:

Technical Support Form <http://www.syn-apps.com/resources/support/>
E-Mail support@Syn-Apps.com
Telephone 480-664-6071, option 2
Fax 480-659-8999

Priorities of Reported Issues

When you report a problem, a SYN-APPS support engineer will work with you to prioritize your support need using the following priority guidelines:

Priority 1 – Business critical. Solution is non-operational and productivity is seriously impacted. There is no reasonable workaround currently available. Requires immediate attention.

Priority 2 – Operational impact. Solution is operational but productivity is negatively impacted or performance is degraded.

Priority 3 - Minor problem or enhancement.

Please keep your support engineer informed of any changes in your environment that affect the priority of the case. If new issues persist or increase in frequency, the priority level may need to be raised. By the same token, if you discover a workaround for the problem, the priority level might be lowered.



Response Goals

SYN-APPS will make every effort to provide an initial response according to the following guidelines:

Priority	Initial Response
Priority 1	Within 1 hour of receipt
Priority 2	Within 4 hours of receipt
Priority 3	Within 1 business day of receipt

This initial response may involve a resolution, priority discussion, or request for more information as necessary.

For priority 1 problem, we will make every attempt to provide a workaround to give you an immediate interim solution during the initial response.

Escalation

We make every effort to ensure that your questions and problems are handled effectively. However, if our normal support cycle does not produce the results you need or if your problem changes in severity, the case may be escalated. It is SYN-APPS' objective to be an excellent business partner, and it may be possible to reprioritize based on special needs, circumstances, or business opportunities.

To escalate a problem, you may request that the support engineer escalate the case based primarily on the following criteria:

- 1) Issue has progressed to a different level of business severity
- 2) Level 1 support engineer is unable to demonstrate / communicate understanding of the customer issue
- 3) Level 1 support engineer understands the issue and requests customer escalation



Problem Diagnosis and Resolution

What You Agree To. Problem diagnosis and resolution assumes that you will:

- Send SYN-APPS a clear description of the defect (or symptom of defect).
- Provide reasonable evidence that the problem is (or is highly likely) caused by a defect or failure in a SYN-APPS product, including, if deemed necessary by SYN-APPS, a test case (if possible, in a stand alone application) which reproduces the defect.
- Make available to SYN-APPS a qualified and responsive engineer capable of executing tests or trials, and communicating additional facts or properties, to assist SYN-APPS in problem diagnosis and resolution.

Terms and Conditions. SYN-APPS does not guarantee to support your use of a version of the operating system, compiler, or other third-party software which our products have not yet been certified to support. Nor does SYN-APPS guarantee to support any version of the operating system, compiler, or other 3rd-party software which SYN-APPS has announced that it no longer supports.

The priority of a problem may change over time. SYN-APPS reserves the right to reprioritize a problem based on circumstances and facts provided by you, or facts discovered during defect diagnosis by SYN-APPS. SYN-APPS will not unreasonably reclassify defects.

SYN-APPS will support each major or minor version of a product for a minimum of one year from the date of release and a minimum of one year from the date of release of a successor major or minor version. Versions are denoted by version number. A major version is denoted by a change in major version number (e.g., from 6.2 to 7.0). A minor version is denoted by a change in minor version number (e.g., from 6.1 to 6.2). All other versions are patches or bug-fix versions and do not have any bearing on the duration of support for a major or minor version. Patches and bug fix versions are supported only while the major or minor version to which they apply is supported.

SYN-APPS will provide at least one year's notice that a version will no longer be supported. These notices, as well as a list of all previously desupported versions, are made available on our web site.

SYN-APPS reserves the right to refuse to remedy a problem in a particular product version if the problem is fixed in a more recent version.



Syn-Apps Update Policy

Effective: January 01, 2010

An update is the vehicle by which customers who have never purchased PCS, or who have let their PCS contract lapse, get a current version of the product and activate (or reactivate) their PCS contract. Following is the new policy, which will apply to the entire Product Family.

1. A PCS contract entitles a customer to any and all updates of the covered product(s) for the duration of the contract (usually for one year, but sometimes multi-year contracts are purchased).
2. Customers will be notified of the availability of a product update release and can opt to not take it or download it from our website. SYN-APPS will not by default ship a product update to a customer unless the customer specifically requests it.
3. Customers will be notified prior to the expiration of their PCS contract and given the option to renew for an additional year(s).
4. If updates are shipped rather than downloaded from our website, the customer is responsible for shipping costs.
5. Any customer who purchases an update for a product (or renews PCS coverage on it) must purchase updates (or renew PCS) for all copies of that product that the customer owns. Partial Updates are not permitted.
6. If a customer wishes to update (or renew PCS for) a subset of the total number of copies they own of a product, they must write a letter (email is acceptable) indicating that they are no longer using the copies they do not wish to update (or renew PCS for). The letter should include the serial numbers of the licenses they wish to terminate. These licenses will then be terminated.
7. Any customer that does not own a current PCS contract on a product is not entitled to any update of that product, even if the requested update was available prior to the expiration of their contract.
8. During the first twelve months after PCS has lapsed, a customer may purchase an update at 50% of the then current list price of a new license (without PCS), plus the then current full price of a one-year PCS contract renewal.
9. During the second twelve months after PCS has lapsed, the customer may purchase an update at 75% of the then current list price of a new license (without PCS), plus the then current full price of a one-year PCS contract renewal.
10. If PCS has lapsed by more than two years, the customer must purchase new product.



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE

100 N. 15TH AVE., STE. 201

Phoenix, AZ 85007

CONTRACT NO.: ADSP012-024652

Network Equipment and Services

PAGE
1

AMENDMENT NO.: One (1)

OF
1

CONTRACTOR:

Insight Public Sector Inc.
444 Scott Drive
Bloomington, IL 60108

STATE AGENCY:

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave. Suite 201
Phoenix, AZ 85007



CONTACT: Erica Falchetti
PHONE: 800-467-4448 ext 3071
EMAIL: Erica.falchetti@insight.com


CONTACT: Terri Johnson
PHONE: 602-542-9122
EMAIL: terri.johnson@azdca.gov

1. Pursuant to the above referenced Contract, Uniform Terms and Conditions, Paragraph 5.1, Amendments, the Contract shall be amended as follows:

1.1 The above referenced contract shall be extended from May 11, 2013 to May 10, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
	
<p style="text-align: center;">SIGNATURE</p>	<p style="text-align: center;">SIGNATURE</p>
<p style="text-align: center;">15-6-13</p>	<p style="text-align: center;">5/7/13</p>
<p style="text-align: center;">VP. GIM DAVE CRISTAL</p> <p style="text-align: center;">PRINTED/TYPED NAME AND TITLE</p>	<p style="text-align: center;">Terri Johnson, Procurement Manager</p> <p style="text-align: center;">TYPED NAME AND TITLE</p>

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007	
	Contract No.: ADSP012-024652			PAGE 1 OF 2
	Amendment No.: Two (2)			

CONTRACTOR: Insight Public Sector Inc 444 Scott Drive Bloomingdale, IL 60108 CONTACT: IPS Bid Support PHONE: 800.324.2437 EMAIL: ipsbidsupport@insight.com	STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007 CONTACT: Delia Walters PHONE: 602.542.9125 EMAIL: Delia.Walters@azdoa.gov
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NETWORK EQUIPMENT AND SERVICES

1. In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments, on Page 16 of 34 and the Special Terms and Conditions Paragraph C. Contract Extensions five (5) Year Maximum on Page 18 of 38, the Contract is extended for the period of May 11, 2014 to May 10, 2015.
2. Special Terms and Conditions are revised as follows:
 - a. Section Z. Usage is revised to read:

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute (A.R.S.) §41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).
 - b. Section AA. Administrative Fee is revised to read:
 1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.
 2. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.
 3. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.



4. Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

5. The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:
 Arizona Department of Administration
 State Procurement Office
 Attention: Statewide Contract Administrative Fee
 100 N. 15th Avenue, Suite 201
 Phoenix, AZ 85007.

6. The submission schedule for Administrative Fees and Usage reports shall be as follows:
 July through September (FY Q1) – Due October 31
 October through December (FY Q2) – Due January 31
 January through March (FY Q3) – Due by April 30
 April through June (FY Q4) – Due by July 31

7. Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
	
Signature Date 3-14-14	Signature Date 03-14-2014
_____ Dave Cristal _____ VP - GM Printed/Typed Name and Title	_____ Delia A. Walters _____ Procurement Officer Printed/Typed Name and Title

STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.