



PREPARED FOR

Alabama Community College System
Request for Bid #ACCS-2024-01 for
Joint Purchasing Agreement
February 9th, 2024 @ 5:00 PM CST

*Alabama Community College System
Attn: Joint Purchase Agreement Initiative
135 South Union Street Suite#158
Montgomery, AL 36104*

SUBMITTED BY:

Joseph Swinea
Client Executive
PH: 205.799.9060

joseph.swinea@insight.com



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Section A. Letter of Transmittal

Letter of Transmittal (Section 4.1.2)

Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- A. Identify the submitting organization*
- B. Identify the name and title of the person authorized by the organization to contractually obligate the organization*
- C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization*
- D. Identify the names, titles, and telephone numbers of persons to be contacted for clarification*
- E. Explicitly indicate acceptance of the Conditions Governing the Procurement*
- F. Be signed by the person authorized to contractually obligate the organization*
- G. Acknowledge receipt of any and all amendments to this RFB.*

Insight Response

Insight's Letter of Transmittal begins on the next page.

02/09/2024

Tokrica Mack
Administrator
Alabama Community College System
135 South Union Street Suite#158
Montgomery, Alabama 36104

Dear Tokrica Mack:

Enclosed with this letter is our response to Alabama Community College System & Higher Ed.'s RFB for a Joint Purchasing Agreement.

Your RFB emphasized the desire to select technology equipment dealers / vendors on behalf of other authorized institutions. With more than 35 years' experience, Insight Public Sector, Inc. (Insight) is confident we are the right vendor to enable Alabama Community College System & Higher Ed. institutions to meet your IT product procurement needs. We accept the Conditions Governing this Procurement.

- A. *Identify the submitting organization* — Insight Public Sector, Inc.
- B. *Identify the name and title of the person authorized by the organization to contractually obligate the organization* — Lisanne Steinheiser, CCEP, Global Compliance Officer and Assistant Secretary.
- C. *Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization* — Lisanne Steinheiser, CCEP, Global Compliance Officer and Assistant Secretary; t. 480.333.3012.
- D. *Identify the names, titles, and telephone numbers of persons to be contacted for clarification* — Joseph Swinea, Client Executive; telephone - 205.799.9060 and Jonathan Hoffman, Client Solutions Director, telephone - 512.691.2059.
- E. *Explicitly indicate acceptance of the Conditions Governing the Procurement* — Insight Public Sector, Inc. accepts of the Conditions Governing this JPA ACCS-2024-01 Procurement.
- F. *Be signed by the person authorized to contractually obligate the organization* — See signature below.
- G. *Acknowledge receipt of any and all amendments to this RFB* — Insight Public Sector, Inc. acknowledges the receipt of any and all amendments to JPA ACCS-2024-01.

Founded in 1988 and headquartered in Chandler, AZ, Insight brings decades of experience serving the public sector. Our capable team of engineers, technology specialists and services delivery professionals are ready to earn a position as your trusted advisor. Insight is focused on the needs of federal, state, and local governments, as well as educational institutions. With an industry-leading selection of IT products and services for our wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment and maximize the value of their IT lifecycle. As a Fortune 500-ranked solutions integrator with 13,000+ teammates, Insight helps organizations accelerate their digital journey to modernize their business and maximize the value of technology. We enable secure, end-to-end transformation and meet the needs of our clients through a comprehensive portfolio of solutions, far-reaching partnerships and 35 years of broad IT expertise.

Thank you for your time and consideration. We welcome the opportunity to discuss our RFB response with Alabama Community College System. Please contact your Client Executive, Joseph Swinea, by email at joseph.swinea@insight.com or by phone at 205.799.9060 to review any of the information in our proposal.

Sincerely,



Lianne Steinheiser, CCEP
Global Compliance Officer and Assistant Secretary
Insight Public Sector, Inc.

Financial Documentation (Section 4.1.3)

(See Forms & Examples 6.4 Appendix) Each response MUST be accompanied with the following documentation:

- 1. State of Alabama Disclosure Statement (Notarized) — 2 pages**
- 2. Certificate of Compliance — 1 page**
- 3. Immigration Status Form — 1 page**
- 4. Current W-9 — 1 page**
- 5. E-Verify Memorandum of Understanding with Articles — 25 pages**

Insight Response

Please note that both Insight Public Sector, Inc. (IPS) and Insight Direct, Inc. (IDUS) are wholly owned subsidiaries of Insight Enterprises, Inc. IPS is the legal entity through which we conduct business with our public sector clients. However, all U.S. employees at Insight are paid by IDUS. Our E-Verify registration is under the name of Insight Direct, Inc. because that's the legal entity through which our payroll is processed.

- 6. Vendor Setup Form and Certification Regarding Debarment Form — 1 page**

Insight Response

The documents listed above can be found under *Section F. Required Attachments*.

Section B. Evaluation Submission Form

Insight Response

Insight's Evaluation Submission form is on the next page.

6.5 Appendix E - Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor, that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to jpa-notification@accs.edu

Vendor Name: Insight Public Sector, Inc. Date: 2/07/2024

Website Address: https://ips.insight.com

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Lisanne Steinheiser	480.333.3012	lisanne.steinheiser@insight.com
Senior Account/Sales Manager(s) (by region if necessary)	Clayton Boras	480.333.3012	clayton.boras@insight.com
Account/Sales Manager(s) (by region if necessary)	Joseph Swinea	205.799.9060	joseph.swinea@insight.com
Technical Support	General Toll Free #	1.800.467.4448	joseph.swinea@insight.com

BID INFORMATION INDEX

Please complete the following form to assist the Evaluation Committee in finding specific information related to your bid response.

	Document Name	Page Number(s)
Product and Services Delivery Overview	Insight Response RFB ACCS-2024-01	page 15
Geographic Coverage	Insight Response RFB ACCS-2024-01	map page 18
Availability of Technical Support	Insight Response RFB ACCS-2024-01	pages 17 and 32
Problem Resolution	Insight Response RFB ACCS-2024-01	pages 17 and 32
Customer Satisfaction	Insight Response RFB ACCS-2024-01	Client Surveys page 16
Value Added Services	Insight Response RFB ACCS-2024-01	pages 19 and 20
Reporting	Insight Response RFB ACCS-2024-01	pages 20-22
Electronic Commerce	Insight Response RFB ACCS-2024-01	page 23
Breadth of Offering	Insight Response RFB ACCS-2024-01	pages 24 through 26
Primary Account Representative	Insight Response RFB ACCS-2024-01	page 26
References	Insight Response RFB ACCS-2024-01	pages 26 and 27
Pricing Level and Guarantee	Insight Response RFB ACCS-2024-01	pages 27 and 28

Section C. Table of Contents

Insight Response

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Validity Statement

Insight Public Sector's Proposal is valid for 90 days from the date of submission stated on the Cover Page, with optional extensions granted upon mutual agreement between Insight and the Customer.

The pricing methodology referenced in this proposal only applies to the products or services included or contemplated in the solicitation. Any additions of products or services that are different from such included products or services must be agreed upon in writing by the parties prior to being subject to the included pricing methodology.

Section D. Bid Summary

Insight Response

Insight is pleased to present this Request for Bid response to the Alabama Community College System and Evaluating Committee. Insight along with our manufacturer partners will bring exceptional managerial and technical skills and the experienced, functional backgrounds needed to meet the Alabama Community College System's requirements for this Request for Bid.

Our offer, as presented in our ESS catalogue viewable at https://ips.insight.com/en_US/public-sector.html, includes extensive and all-encompassing capabilities as well as program management, high-quality Information Technology equipment and services, a proven service and support presence and a strong past performance track record with the Education and Government sector. We propose a very competitive pricing structure in accordance with the objectives of the Alabama Community College System in implementing this multi-vendor contract for IT products and services. Insight's overall objective in this Request for Bid is to provide the Alabama Community College System's authorized procuring entities with one of the largest product lines in the industry as well as robust service offerings. We have many years of experience accomplishing similar work, which allows Insight and our manufacturer partners to meet all requirements for this contract and exceed many. Most importantly, our offer provides for the lowest risk solution from operational, personnel, past performance, product and contractual standpoints.

Insight gives our clients the best IT products and services available in today's ever-changing market. Our goal is to help solve each client's problems and provide them with complete solutions. Our dedicated Education and Government teams understand the needs and issues of this market segment, and we understand budget pressures and the need to streamline processes to reduce operating costs through IT expenditures.

Insight is dedicated to making the Alabama Community College System contract a success for all involved. We value receiving feedback from the Alabama Community College System's authorized procuring entities, which will enable us to continue to improve our relationship, as well as our manufacturer relationships, with your end users. A partnership between Insight and the Alabama Community College System will be a successful one.

Section E. Response to General Requirements and Specifications

Insight Response

Insight's response to General Requirements and Specifications begins on the next page.

GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by the State Code governing Joint Purchase Agreements. According to Alabama law, any companies, or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

Insight Response

Insight Public Sector, Inc. (Insight) accepted the Conditions Governing this Procurement in the Transmittal Letter. Insight's ISO 9001 Certificate begins on the next page.

3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

Insight Response

Insight acknowledges that we are responsible for all costs incurred in the preparation, transmittal, and presentation of material submitted in our response to this RFB.

3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

Insight Response

Insight understands that we will be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract and that all authorized procuring entities will issue purchase orders and make payments only to Insight.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance, or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

Insight Response

Insight understands that we may use servicing subcontractors in the performance of this contract but all purchase orders and payments for products/services from authorized procuring entities will be made only to Insight.

3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

Insight Response

Insight acknowledges that we are able to submit an amended bid before the deadline for receipt of bids if so noted in the transmittal letter.

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

Insight Response

Insight acknowledges that we will be allowed to withdraw our bid any time before the bid receipt deadline through written communication signed by a duly authorized representative of our company.

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

Insight Response

Insight agrees that our response to this RFP, including pricing, will be firm for (90) days after the bid due date (February 9, 2024).

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

Insight Response

Insight acknowledges that all bid submittals will be confidential until awarded and that after award, will be considered public record.

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days' written notice.

Insight Response

Insight acknowledges that ACCS has the right to cancel any contract for clause, including, but not limited to the items listed in Section 3.9 of RFB #ACCS-2024-01.

3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

Insight Response

Insight agrees that we will be bound by the General Requirements contained in this RFB and we will bring up any concern to ACCS.

3.11 Governing Law

The vendor shall observe, perform, and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

Insight Response

Insight agrees to all Governing Laws as listed in Section 3.11 of RFB #ACCS-2024-01.

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

Insight Response

Insight acknowledges that only information supplied by ACCS in writing or in this RFB will be used as the basis for the preparation of our response.

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

Insight Response

Insight agrees to all Agreement Terms and Conditions as listed in Section 3.13 of RFB #ACCS-2024-01.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

Insight Response

Insight will comply with the Vendor Qualifications requirement as listed in Section 3.14 of RFB #ACCS-2024-01.

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

Insight Response

Insight agrees that ACCS can request a change in Insight's representatives if the assigned reps are not performing adequately or up to ACCS standards.

3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

Insight Response

Insight acknowledges that we will only offer products and services that are included in our Equipment and Services Schedule (ESS). Insight will maintain and keep the ESS updated on a secure website. As new technology becomes available, it will be available on Insight's ESS. Please note that many of the services that we provide will require a Statement of Work (SOW) and pricing will be dependent upon the project.

3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include, but are not limited to, manufacturer price reductions and special promotional offerings.

Insight Response

Insight agrees that any reductions in cost savings will be passed onto authorized procuring entities such as instant rebates and promotional pricing.

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

Insight Response

Insight agrees to all Bid Terms as listed in Section 3.18 of RFB #ACCS-2024-01. Insight does have one clarification which we have added in our response Section 3.54.

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Insight Response

Insight agrees to all Fiscal Funding provisions as listed in Section 3.19 of RFB #ACCS-2024-01.

3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker’s Compensation	Statutory – Alabama
Employer’s Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident – combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction, or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker’s compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all Insurance and Worker’s Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

Insight Response

Insight can supply the minimum insurance limits/requirements as listed in Section 3.20 of RFB #ACCS-2024-01 and can supply a Certification of Insurance upon award.

3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

Insight Response

Insight agrees that all products on Insight's ESS will be new products. All products will carry the standard manufacturer's warranty unless otherwise requested by the authorized procuring entity. All equipment will be complete (unless otherwise noted by Insight and/or requested by the authorized procuring entity) and ready to be installed, including all cabling and connectors, where applicable.

SPECIFICATIONS

3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

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

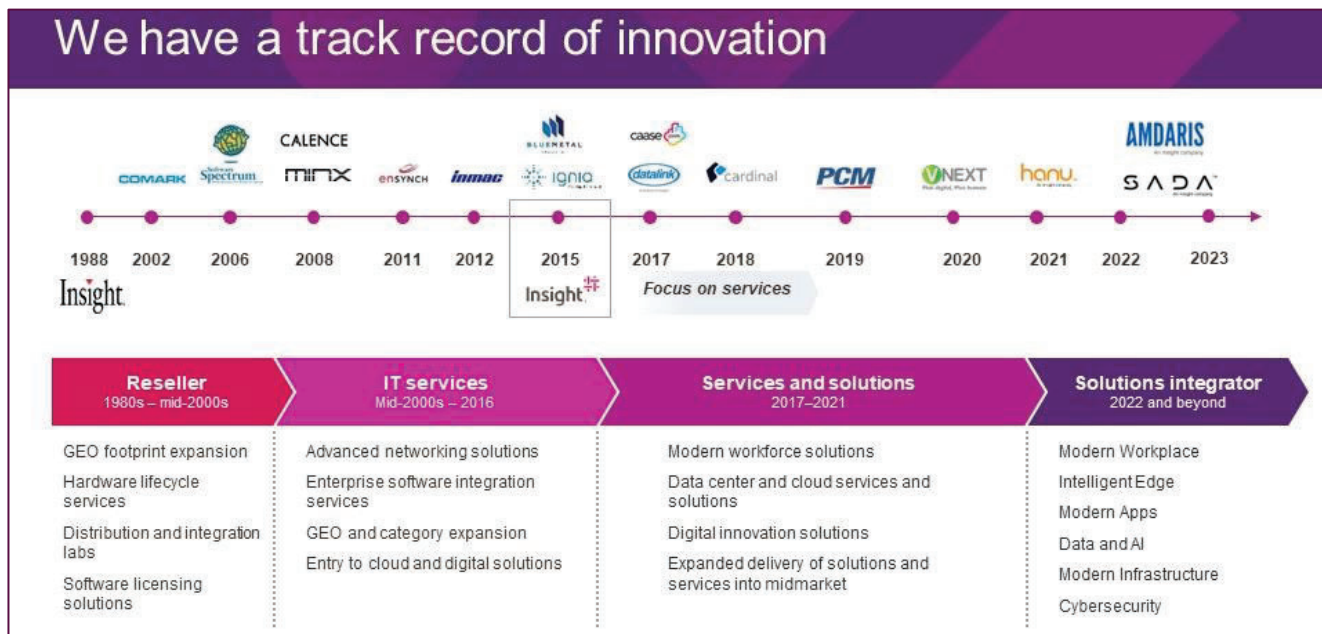
Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

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

Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

Insight Response

For more than 30 years, Insight Public Sector, Inc. has found success in providing software and hardware products, services and solutions to businesses, government, and educational institutions. We offer highly efficient project management and consistent customer satisfaction. Our continuous growth is driven by expanding our capabilities through key acquisitions and expanding our business base. Insight began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering in 1995. We are a \$10.4 billion industry-recognized solutions integrator with more than 13,000 teammates across the world. Of those teammates, 9,500 are client-facing and 5,500 are skilled, certified consulting and service delivery professionals.



Our corporate headquarters are located in Chandler, Arizona. From our original location in the United States, we expanded nationwide and then entered Canada in 1997 and the United Kingdom in 1998. Through a combination of acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities.

Insight’s solutions serve all industries and institutions, and our clients include commercial entities; non-profit organizations; and local, state, and federal governments as well as educational systems.

Client Surveys

Insight asks clients to participate in post-transactional surveys on purchases and services. To avoid frustrating clients who make multiple transactions throughout the year, we do not survey each of their transactions. We analyze this information using several industry standards including the Net Promoter Score (NPS) and the Customer Satisfaction Score (CSAT). In Q4 2023, our NPS for post-purchase surveys for clients in the United States was 82.5; survey responses totaled 15,850. Our CSAT for overall experience for managed service is on average 4.2 out of 5. Insight leadership regularly reviews client surveys, using them as an important measure for improvement.

Support Personnel & Problem Resolution

ACCS procuring entities will primarily be supported by your dedicated Insight Client Executive, Joseph Swinea. Joseph will coordinate internal communications within Insight, instructing our team on how to provide the best service for your needs, including (but not limited to) procurement, deployment of your standards, contract information, pricing strategies, license consulting, warranty and maintenance and any issues.

Your Client Executive is ultimately responsible for managing all aspects of your technology needs and maintaining your satisfaction with both our product and service delivery standards. Joseph will remain responsible for using appropriate resources to match solutions to your requirements. Business acumen, an understanding of technology, and access to technical consulting resources to provide solutions for ACCS procuring entities are Insight requirements for all client executives.

As part of your Insight account team, ACCS procuring entities will have dedicated Client Operations Teams to support Joseph with all aspects of account maintenance inclusive of pre-sales/post-sales consultation to your end-users for Insight's product and systems solutions.

Your Client Solutions Director (CSD), Jonathan Hoffman, works with Joseph for all service-related inquiries. ACCS's CSD is your primary consultant to engage our practice groups, such as lifecycle management services, networking and communications, and high-performance systems technologies. The CSD will understand and communicate your business needs and identify the right services and solutions to address those needs based on your objectives.

The following escalation path has been established should ACCS or procuring entities experience a lack of expected service. Procuring entities are encouraged to contact Joseph so the proper resolution can be achieved in a timely manner.

Issues that are not resolved in a suitable timeframe will be escalated to the appropriate Insight Management team and a resolution plan with timetables and measurable improvement targets will be created as needed. Insight's Sales Operations Management team tracks our client's concerns regarding Insight account team personnel and will conduct regular meetings to discuss and resolve serious topics related to personnel, issues, etc.

ACCS Escalation Path

Joseph Swinea, Client Executive

Phone: 205.799.9060



Clayton Boras, Higher Education Market Leader

Phone: 203.615.2910



Scott Friedlander, SVP Public Sector

Phone: 301.233.2392

Insight Locations Map

Insight has locations throughout the United States and the world. Our list of locations is available at https://www.insight.com/en_US/about/contact-us/locations.html. This project would be served by our distribution centers and integration labs (Hanover Park, IL; Lewis Center, OH; and Fort Worth, TX) as well as our headquarters (Chandler, AZ). Please see our map below.



Insight's Services

Insight is a comprehensive solutions integrator (SI) that helps organizations transform technology, operations and service delivery to meet business challenges and manage their information technology for the future. With a client-focused approach to delivery, we recommend the most appropriate solutions to drive digital transformation and modernization for innovation.

Insight provides numerous IT services under three types of service categories: labs services, managed services, and professional services.

Lab Services Overview

Insight specializes in end-to-end integrations that address every moving part of pre-deployment — delivering devices customized to your unique requirements while ensuring business continuity during a device refresh.

Our ISO-certified integration facilities are spread throughout the globe, with multiple locations in North America and facilities in the United Kingdom and Germany. Our labs are climate controlled to a relative humidity of 30%-50% and are equipped with conductive work surfaces and ESD floor surfaces.

Our configuration labs are equipped to simplify any size deployment. We manage:

- Pre-Deployment Services — for device configuration, kitting, enrollment, and deployment from Insight remote locations
- Lifecycle Depot Services — Operational depot services, including break/fix and spare pool
- Device Disposition Services — Destruction and remarketing of assets
- Device Lifecycle Platform — Integrated ordering and asset management

Managed and Professional Services

Areas of expertise

Our work with clients spans six critical areas: Modern Workplace, Data and AI, Cybersecurity, Intelligent Edge, Modern Apps, and Modern Infrastructure. With proven methodologies and experienced teams, we help enable operational efficiencies, gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Modern Workplace — Modernize essential workplace products, platforms and workflows for secure productivity and flexibility.

Data and AI — Modernize data architectures and build analytics and AI solutions to transform operations and user experiences.

Cybersecurity — Improve security and reduce complexity with solutions that mitigate risk and strengthen your overall security posture.

Intelligent Edge — Identify and implement edge solutions that drive value and support advanced IoT initiatives.

Insight at a glance

- 13,000+ Insight teammates worldwide
- 9,500+ sales and client-facing teammates
- 5,700+ skilled, certified consulting and service delivery professionals — engineers, architects, and consultants
- 6,000+ software, hardware, and cloud partners and publishers
- 100s of accolades and awards from leading OEMs in hardware, software, cloud, and services

Modern Apps — Build modern applications with repeatable methodologies and an agile approach to differentiate your organization.

Modern Infrastructure — Enable digital transformation spanning people, processes, and technology, across the cloud, data centers, networks, and the edge.

Maximizing impact through solutions integration

A solutions integrator is an organization that provides advisory, design, implementation, and management services for solutions that address clients' business and technology needs. As an SI, Insight provides full-spectrum support for transformation, from strategy to execution and operational management.

The benefits you will receive from working with a solutions integrator for IT transformation include:

- Cost-effective technology purchases that are delivered as part of compelling solutions and experiences that deliver outcomes.
- Consulting and professional services that recommend and deliver vendor software, hardware and services that are the best fit for your organization.
- Ongoing relationships characterized by partnership and holistic treatment of your interconnected IT environments.
- The orchestration of your technology for outcomes by a unified team.

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office by email to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to the Internet or other databases that may be used to administer the agreements or support marketing.

Insight Response

Insight agrees to provide quarterly sales reports from any contract sales during the previous quarter. Quarterly reports will be sent in PDF files two weeks after the quarter's end to The System Office to JPA-Notification@accs.edu. All required contract reporting will be handled by our dedicated contract compliance team. Please see below for a sample of the requested quarterly report from Insight for this contract.

Insight Public Sector, Inc. Quarterly Usage Report Q2 2023 (Apr.-Jun. 2023) Contract #ACCS20XX-XXX			
Authorized ACCS Procuring Entity	Category	Sales	Total Sales
Procuring ACCS Entity Name 1	Accessories	\$78.98	
	Client Computers	\$3,239.35	
	Networking Equipment	\$4,075.98	
	Peripherals	\$798.98	
		Total	\$8,193.29
Procuring ACCS Entity Name 2	Accessories	\$78.98	
		Total	\$78.98
Procuring ACCS Entity Name 3	Client Computers	\$11,038.98	
	Peripherals	\$2,083.34	
	Professional Services	\$738.00	
	Software	\$3,035.19	
		Total	\$16,895.51
Procuring ACCS Entity Name 3	Networking Equipment	\$2,098.34	
	Servers	\$4,034.18	
	Software	\$1,978.19	
		Total	\$8,110.71
Procuring ACCS Entity Name 4	Audio and Video Conferencing Equipment	\$1,791.18	
		Total	\$1,791.18
Grand Total Sales			\$35,069.67

For ease of procurement, Insight offers a free web-based, customizable eProcurement solution — myInsight — that will be accessible 24 hours a day, 7 days a week, 365 days a year so that authorized ACCS procuring entities can conduct business at anytime, anyplace. It integrates with any ERP system, enables approval workflows, lowers transaction costs, and eliminates rogue purchases — it will put authorized ACCS procuring entities in total control. You can create an account today at https://ips.insight.com/en_US/public-sector.html or your Client Executive, Joseph Swinea, can assist you in creating an account with the help of our e-commerce team.

With myInsight, you have a complete view of your procurement activities. We offer a wide variety of standard reports, such as manufacturer history and overall sales history, plus the ability to create custom reports ranging from high-level performance to line-item trends. ACCS will also gain valuable insights into the lifecycles of your IT assets, including software. The Enterprise License Dashboard helps you clearly see your license entitlements

and compliance position, whereas the Renewals and Warranty Manager provides enterprise-wide visibility into your assets and maintenance contracts.

Our eProcurement tool, myInsight, has the capabilities to produce Ad hoc reports, which can be generated from the system by date ranges, product categories, manufacturers, etc. and many reports can be set to send automatically at designated timeframes such as daily, weekly, or monthly. These reports can be viewed on screen as well as be exported from the report viewer in Excel, XML, PDF, CSV, or Tab Delimited format, thus allowing authorized ACCS procuring entity users to manipulate and import data as desired.

Insight has continuously refined our best-in-class reporting capabilities, offering the best reporting available when you need to analyze and understand your IT expenditures.

Standard Reports and Software Summary Reports

We provide a wide variety of standard reports that give you real-time access to your purchase history in both summary and detailed report formats.

- Detailed reports are available in multiple formats so you can sort data by desired criteria.
- Summary reports provide you with consolidated reporting for goods and services provided to your organization enterprise wide.
- Reports are available on demand 24/7, or we can email them as needed. Standard reports include:

Report Name	Description	Formats
Ad-Hoc	Allows client to select & order fields for customization. Option to include custom accounting fields.	XLS, CSV
Invoiced Orders	Displays detail invoice information by invoice number. Option to include custom accounting fields.	XLS, CSV
Open Orders Report	Orders that have not been invoiced are sorted by shipping location. Option to include custom accounting fields	HTML, PDF, XLS, CSV
Overall Sales History	Includes detailed order information by account. Option of including Partner Data & custom accounting fields	XLS, CSV
Purchase Summary by Manufacturer	A summary report by manufacturer	HTML, PDF, XLS, CSV
Snapshot	Graphical summary of 7 different data points (Top 10 Manufacturers, Top 10 Products, Dollars Spent, No. of Transactions, Order Method, Spending by Product Type, Sales by Month).	PDF
Total Sales by Year and Month	Sales by calendar month. Used to show spending trends over time. Option of including Partner Data.	HTML, PDF, XLS, CSV
Shipping Report	Display shipped orders with quantities, shipped dates with expected delivery dates and received. Additional details from lab orders, locations for deliveries, order and invoice details.	XLS, CSV
Software License Contract Summary	A summary report of all contractual licenses and maintenance products by manufacturer name, contract number, and point value.	HTML, PDF, XLS, CSV
Software Detail Data	A detailed report of all contractual license purchases. Option to include custom accounting fields including Partner Data.	HTML, PDF, XLS, CSV
Software Renewal Report	Displays information of upcoming renewal orders.	XLS

3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capabilities. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

Insight Response

As mentioned in 3.2.3, Insight offers a free web-based, customizable eProcurement solution — myInsight — that will be accessible 24 hours a day, 7 days a week, 365 days a year so that authorized ACCS procuring entities can conduct business at anytime, anyplace. It integrates with any ERP system, enables approval workflows, lowers transaction costs, and eliminates rogue purchases — it will put authorized ACCS procuring entities in total control. You can create an account today at https://ips.insight.com/en_US/public-sector.html or your Client Executive, Joseph Swinea, can assist you in creating an account with the help of our e-commerce team.

myInsight includes efficient shopping tools to help you find the right products:

- Shop by brand, keyword or company standards lists
- Custom catalogs and custom pricing
- Software License Agreements incorporated in your catalog
- Reduce incorrect purchases and returns with guided purchasing
- Streamline buying and contain costs through our customized checkout
- Specify carrier, payment, billing and shipping options for buyers
- Capture SmartTracker custom data at checkout
- Automate order approvals with our flexible approval routing

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

Additionally, organizations have the option to set up automated approval routing to help eliminate manual oversight without sacrificing control. It offers a simple way to manage, monitor and keep your IT procurement processes moving forward. Buyers simply find the right products to purchase, and approval routing takes care of the rest.

Automated approval routing provides end-to-end IT purchasing approval workflow management. It replaces manual requisition processes with a flexible, automated solution that reduces approval cycles, helps ensure policy compliance, and eliminates unapproved product purchases.

- Speed the entire ordering process.
- Take the guesswork out of order routing & approval.
- Enforce purchasing standards and reduce unauthorized purchases.
- Get real-time order status, approval logging & alert notifications.

3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

- **Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices) Servers**
- **Printers Monitors Storage**
- **Networking Equipment**
- **Audio and Video Conferencing Equipment Multimedia Hardware**
- **VOIP/Unified Communications Solutions Video Surveillance Solutions**
- **Key and Access Control Equipment Software**
- **Professional Services Other**

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

- **Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices) Servers**
- **Printers Monitors Storage**
- **Networking Equipment**
- **Audio and Video Conferencing Equipment Multimedia Hardware**
- **VOIP/Unified Communications Solutions Video Surveillance Solutions**
- **Key and Access Control Equipment Software**
- **Other**

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Insight Response

Insight is offering our entire electronic catalog to ACCS on our website at https://ips.insight.com/en_US/public-sector.html, which includes all of the product types and corresponding services listed above.

We partner with market leaders offering the top technology brands as well as emerging entrants in the marketplace. Annually, we purchase products and software from more than 6,000 partners. A comprehensive (although not exhaustive) list of our partner brands is located on our website at https://www.insight.com/en_US/shop/partner.html.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

- **Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices). Servers**
- **Networking Equipment**
- **Audio and Video Conferencing Equipment VOIP/Unified Communications Solutions Key and Access Control Equipment**
- **Other**

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

Insight Response

Insight will provide a licensed operating system with each type of process, where applicable. As a global solutions provider, we are able to provide all of the major operating systems that end users would expect, including systems from Microsoft, Apple, Google, and Linux-based systems.

Vendors may propose and provide a wide range of general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

- ***Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices). Servers***
- ***Networking Equipment***
- ***Audio and Video Conferencing Equipment VOIP/Unified Communications Solutions Video Surveillance solutions***
- ***Key and Access Control Equipment Other***

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

Insight Response

Insight is offering our entire electronic catalog to ACCS on our website at https://ips.insight.com/en_US/public-sector.html, which includes our complete portfolio of general-purpose software products.

Insight offers products from thousands of publishers, including such industry leaders as Microsoft, Adobe, VMware (by Broadcom), Proofpoint, Commvault, Citrix, IBM Software, Veritas, and Red Hat, as well as newer entrants, such as Atlassian and IGEL. A comprehensive (although not exhaustive) list of our partner brands is located on our website at https://www.insight.com/en_US/shop/partner.html.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

- ***Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices) Servers Printers Monitors Storage***
- ***Networking Equipment***
- ***Audio and Video Conferencing Equipment Multimedia Hardware***
- ***VOIP/Unified Communications Solutions Video Surveillance solutions***
- ***Key and Access Control Equipment Other***

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

Insight Response

Insight is offering our entire electronic catalog to ACCS on our website at https://ips.insight.com/en_US/public-sector.html, which includes the corresponding services listed above. As a global solutions provider, we are offering our full portfolio of OEM-provided (SKUd) services as well as Insight-provided professional services.

3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

Insight Response

Account Representative	Sales Director (Marketing Supervisor)
Joseph Swinea Client Executive Email: joseph.swinea@insight.com Phone: 205.799.9060	Clayton Boras Sales Market Leader—Higher Education Email: clayton.boras@insight.com Phone: 203.615.2910

3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

Insight Response

LA City College	
Contact Name and Title	Vivian L. Alonzo, Purchasing
Address	855 N. Vermont Ave., Los Angeles, CA 90029
Telephone	888.930.5222
Products/Services Provided	Provided IT Hardware and software for Esport Arena Project

Virginia State University	
Contact Name and Title	Stacey Williams – VSU Computer Science Senior Administrator
Address	1 Hayden St., Petersburg, VA 23806
Telephone	804.712.2222
Products/Services Provided	Provided Apple devices, Microsoft Surface Studios, Microsoft Hololens, DJI gaming drones, Meta Quest Pros/Meta Quest 3, LG TVs, Dell Monitors, ElGato Stream Decks, etc.

Kilgore College	
Contact Name and Title	College John Colville – Director Information Technology
Address	1000-1198 Brook Dr, Kilgore, TX 75662
Telephone	903.988.7438
Products/Services Provided	Procurement of network hardware, software license, and maintenance; Route/Switch Network Infrastructure deployment across the campuses; Wireless Network deployment across the campuses; Firewall deployment and support.

3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Firm Price – Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

Insight Response

Insight’s proposed pricing structure for products is based on a discount off the Insight list price, which is dynamically updated in real time and publicly available on our website at https://ips.insight.com/en_US/public-sector.html. By offering a discount from the Insight list price, we are providing ACCS procuring entities additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry.

The minimum discount offered for all products available through this contract is **3%** off the Insight list price. Insight agrees that all quoted discount levels will remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

Pricing for Insight-delivered services will be negotiated between Insight and the procuring entity and will be documented in a Statement of Work to be signed by both parties.

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee with the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation.

Vendors will be required to demonstrate their Internet-based reporting and electronic commerce capabilities to the Evaluation Committee.

Insight Response

Insight agrees and will comply.

3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

Insight Response

Insight is offering our entire electronic catalog to ACCS on our website at https://ips.insight.com/en_US/public-sector.html.

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

Insight Response

Insight agrees to deliver computing system products and services to authorized ACCS procuring entities in accordance with the terms of this agreement. Insight will only provide products or services upon the issuance and acceptance of valid “purchase orders” issued to Insight. Authorized ACCS procuring entities may purchase any quantity of product or service listed in the ESS at the prices stated therein but for volume/bulk purchases, there may be discounts available and these will be passed on to authorized ACCS procuring entities in these instances. Insight will also pass along any educational discounts which are applicable to authorized ACCS procuring entities.

3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

Insight Response

Insight agrees that title to equipment shall pass to the authorized ACCS procuring entity upon acceptance of equipment.

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

Insight Response

Insight understands that this agreement is not an exclusive agreement and that procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB***
- B. exhibits to this agreement***
- C. the list of products and services contained in the purchase order***
- D. vendor’s response***

Insight Response

Insight agrees to the order of precedence listed above. Separate to the purchase terms, procuring entities may be required to sign, accept, or otherwise agree to terms of use (e.g., an End User License Agreement) directly with the software publisher.

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

C. Invoices

Invoices shall be submitted to the procuring entity.

Insight Response

Insight agrees to all payment provisions as listed above.

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

Insight Response

Insight agrees to ship all products F.O.B. destination regardless of price discounts except in cases where expedited shipping is required or in cases of oversize/bulky items which must be shipped by a freight carrier. Risk of loss or damage to the products shall pass to the authorized ACCS procuring entity upon delivery to that entity. Insight agrees to assist the authorized ACCS procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS except in cases where expedited shipping is required or in cases of oversize/bulky/heavyweight items.

Insight will provide all license agreements, otherwise known as terms of use, to the procuring entity prior to the placement of the order.

Whenever an authorized ACCS procuring entity does not accept any product and returns it to Insight, all related documentation furnished by Insight shall be returned also. Insight shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the authorized ACCS procuring entity.

Insight's standard return policy is located at https://ips.insight.com/en_US/help/return-policy.html. Unless otherwise arranged between the authorized ACCS procuring entity and Insight, all shipments of products shall be by third-party carrier such as UPS or Federal Express.

3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

Insight Response

Products: Insight shall pass through to Client, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with Products purchased from Insight.

Services: Services performed by Insight will: (i) be performed in a professional and workmanlike manner; (ii) substantially conform to the written specifications under the service description for thirty (30) days from completion, or for such other warranty period as may be indicated under the relevant SOW or order; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance of the Services under the SOW or order. The following are Client's sole and exclusive remedies and entire liability with respect to this warranty: (i) upon written notice from Client, Insight will use commercially reasonable efforts to reperform Services not in substantial compliance with this warranty; or (ii) if Insight cannot repair the non-conforming Services within thirty (30) days of receiving written notice from Client, or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid by Client for the portion of the Services not in

substantial compliance with this warranty. Re-performance will not extend the warranty period. All credits issued to Client by Insight must be used within two years from the date of issue. Unused credits will automatically expire.

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

Insight Response

Insight agrees and will comply.

3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

Insight Response

Your general account contacts are provided below as is Insight's general toll-free number.

Account Representative	Sales Director (Marketing Supervisor)
Joseph Swinea Client Executive Email -- joseph.swinea@insight.com Phone -- 205.799.9060	Clayton Boras Sales Market Leader—Higher Education Email — clayton.boras@insight.com Phone – 203.615.2910
Insight's general toll-free number	1.800.467.4448

Insight will also make available the toll-free numbers of manufacturers and publishers for the procuring entity to contact directly.

3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

Insight Response

Insight agrees and will comply.

3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

Insight Response

Insight agrees with the Impracticality of Performance provision listed above.

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

Insight Response

Insight agrees with the Records and Audit provision listed above.

3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty, or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

Insight Response

Insight understands that we may subcontract installation, training, warranty, or maintenance services. Insight will be solely responsible for the performance of any of these agreements. All authorized ACCS procuring entity payments for products or services shall be made directly to Insight. If subcontractors are to be used, Insight will identify the name of any subcontractor to be used in the performance of any project before any work/contract begins.

3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents, and assigns.

Insight Response

Insight agrees with the Indemnification clause listed above.

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

Insight Response

Insight agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, Insight will provide electronic commerce assistance if needed for the electronic submission of purchase orders, purchase order tracking and reporting.

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be

included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

Insight Response

Insight agrees with the Ethics provision listed above.

3.47 Replacement Parts

Replacement parts may be refurbished with the agreement of the procuring entity.

Insight Response

As the reseller, Insight isn't responsible for replacement parts. All replacement parts will come directly from the manufacturer. When requesting replacement parts, each ACCS procuring entity may check with the manufacturer to verify if replacement parts being sent will be refurbished.

3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed, or expired FCC certifications are grounds for contract termination.

Insight Response

Insight agrees that all FCC-certified hardware as listed in our ESS does meet all FCC Certifications and we acknowledge that improper listing of this certification could jeopardize our contract.

3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

Insight Response

Insight acknowledges the Site Preparation provisions listed above.

3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from the procuring entity.

Insight Response

Insight agrees and will comply.

3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, lease, warranty, and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

Insight Response

Insight agrees to the Survival provision listed above.

3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

Insight Response

Insight's Leasing team will work with the appropriate governing authority for the procuring entity for any leasing opportunity to determine mutually agreeable terms and conditions.

3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by

Amendment Number 26. If any provision of the agreement contravenes any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Vendor Setup Form and Certification Regarding Debarment Form

Insight Response

Insight agrees to the Vendor Disclosure Statement listed above. Insight's Vendor Disclosure Statement can be found under Tab F — Required Attachments.

3.54 Insight's Clarifications

Per Section 3.18 Bid Terms: Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

Insight Response

Insight doesn't have any exceptions to the Terms, but we would like to add a Limitation of Liability clause as Insight is a publicly traded company and is subject to scrutiny from its shareholders, regulators, and external auditors. Therefore, a liability cap is required in all agreements. Insight values its partnership with the procuring entities and is willing to work with the appropriate governing authority for the procuring entities to mitigate specific risks it may have relative to the Services being contemplated under the contract.

Limitation of Liability. For any claim or cause of action arising under or related to the this RFB: (a) to the extent not prohibited by the Constitution and the laws of the State of Alabama, none of the parties shall be liable to the other for punitive, special, incidental, or consequential damages, including, without limitation, loss of income, profits, or savings, even if it is advised of the possibility of such damages; and (b) except for payment amounts due to bidder, the total amount of direct damages recoverable from a party shall be limited to the total amount paid or to be paid by the procuring entity for the Product purchased under the this RFB giving rise to the claim or the total amount paid or to be paid by the procuring entity for Services performed under the relevant statement of work during the twelve-month period immediately preceding the event giving rise to such liability, whichever the case may be. If the Constitution and the laws of the State of Alabama prohibits the exclusion of any punitive, special, incidental, or consequential damages as set forth in this paragraph, then bidder's aggregate liability to the procuring entity for any and all punitive, special, incidental, or consequential damages, including, without limitation, loss of income, profits, or savings, even if it is advised of the possibility of such damages, shall be limited to the amounts described in item (b) of this Section.

Section F. Required Attachments

Financial Documentation (Section 4.1.3)

1. ***State of Alabama Disclosure Statement (Notarized) — 2 pages***
2. ***Certificate of Compliance — 1 page***
3. ***Immigration Status Form — 1 page***
4. ***Current W-9 — 1 page***
5. ***E-Verify Memorandum of Understanding with Articles — 25 pages***

Insight Response

Please note that both Insight Public Sector, Inc. (IPS) and Insight Direct, Inc. (IDUS) are wholly owned subsidiaries of Insight Enterprises, Inc. IPS is the legal entity through which we conduct business with our public sector clients. However, all U.S. employees at Insight are paid by IDUS. Our E-Verify registration is under the name of Insight Direct, Inc. because that's the legal entity through which our payroll is processed.

6. ***Vendor Setup Form and Certification Regarding Debarment Form — 1 page***

Please note regarding the Vendor Setup Form that follows on the next page, we were unable to locate the “Dropbox link” that is mentioned at the bottom of the form on page 25 of this RFB.