



**Information &
Communications
Technology
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: April 10, 2018 -- **REVISED**

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>

CONTACT PERSON: Jacob S Kaminsky PHONE: 559-622-7308

SUBJECT: Approve a purchase from Insight Public Sector

REQUEST(S):
That the Board of Supervisors:
Approve a purchase from Insight Public Sector for Lenovo hardware in an amount not to exceed \$1,775,000.

SUMMARY:
The TulareWORKs division of the Health and Human Services Agency (HHSA) serves more than 98,000 Tulare County households from its six public service locations, its administrative office, and a training center. These sites provide a wide range of services that together function as a social safety net for residents in need of shelter, food, medical care, or referrals to other providers. In order to improve and maintain proper services, the computing workstations currently used by TulareWORKs staff must be replaced with new equipment.

Given the rate at which technology advances, HHSA's TulareWORKS Division needs to upgrade its workstations to meet current industry standards. The workstations currently in place have reached end-of-life and their hard drives are beginning to fail. These failures can result in inefficient performance and loss of County data. Therefore, new units must be purchased.

These new workstations purchased from Insight Public Sector (Insight) include state-of-the-art Lenovo personal computers, monitors and display port cables. This equipment will allow CalWORKs, MediCal and Welfare Fraud employees to utilize the network more effectively in order to store, manage, retrieve, and transmit data

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as needed with minimal interruptions.

Insight is the vendor best equipped to meet County business requirements as they offer purchasing through the U.S. Communities Government Purchasing Alliance. This option is exclusive to public sector entities and guarantees reduced pricing to those that participate. Of available vendors, Insight is the only one who can guarantee timely delivery of the most current version of these products. Similar equipment offered by comparable vendors will soon be discontinued and thus unsuitable for County needs.

Equipment included in this purchase will be employed at the following TulareWORKs locations:

- Dinuba District Office
- Lindsay District Office
- Porterville District Office
- Tulare District Office
- Visalia District Office
- Professional Development Center
- Government Plaza
- The Processing Center
- Doe Avenue
- TulareWORKs Call Center

Failure to approve this purchase could result in poor performance of TulareWORKs processes throughout the County.

The Board should note the following terms of sale:

- These terms are governed by the laws of the State of Arizona, which would also be the venue for any legal dispute arising out of this purchase.
- Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less)

FISCAL IMPACT/FINANCING:

The cost of this purchase is an amount not to exceed \$1,775,000 and is included in the FY 17/18 budget. 60% will be charged to account number 001-142-4030-7066 and 40% will be charged to 001-142-4032-7066. There is no Net County cost.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County Strategic Plan strives for continual improvement in organizational performance, particularly by the use of state-of-the-art technology to better support and provides services to the clients. This purchase works towards the fulfillment of the objective by providing the County with modern, responsive technology to support better service delivery.

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ADMINISTRATIVE SIGN-OFF:

Peg L. Yeates
Information & Communications Technology Director

cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s)
Attachment A – Quote
Attachment B – Terms of Sale
Attachment C – Return Policy

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

**IN THE MATTER OF APPROVE A
PURCHASE FROM INSIGHT PUBLIC
SECTOR**

)
) Resolution No. _____
) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

Approved a purchase from Insight Public Sector for Lenovo hardware in an amount not to exceed \$1,775,000.



INSIGHT PUBLIC SECTOR SLED
 6820 S HARL AVE
 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY 10587184

COUNTY OF TULARE
 221 S MOONEY BLVD
 VISALIA CA 93291-4543

SHIP-TO PARTY

COUNTY OF TULARE
 221 S MOONEY BLVD
 VISALIA CA 93291-4543

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : CEVA FREIGHT LLC/LTL
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities.

Our sales teams would be happy to assist you with your registration. Please contact them for assistance – the registration process takes less than five minutes.

Quotation	
Quotation Number	: 219943888
Document Date	: 27-MAR-2018
PO Number	:
PO Release	:
Sales Rep	: Chris Robertson
Email	: CHRIS.ROBERTSON@INSIGHT.COM
Telephone	: 4804096775

Material	Material Description	Quantity	Unit Price	Extended Price
10MUS5JD00	Lenovo ThinkCentre M910q Tiny (Tulare Custom) - Intel Core i7 Processor (7700T) - 8GB RAM - 256GB SSD NVMe Hard Drive - Intel 8265 2 x2 AC+BT M.2 - Vpro - DP to HDMI Port - Integrated Graphics - Windows 10 Pro 64 - ITC Enhanced Asset Tag Service - ITC Image load at Factory - ITC Image creation - 3 Year Onsite Warranty U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1,299	910.00	1,182,090.00
10R1PAR1US	Lenovo ThinkCentre Tiny-in-One 22 - Gen 3 - LED monitor - Full HD (1080p) - 21.5" EWR Fee 6.00/EA U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	2,448	172.00	421,056.00
0A3653Z	Lenovo DisplayPort cable - 6 ft U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1,000	19.00	19,000.00

Product Subtotal	1,622,146.00
EWR Fee	14,688.00
TAX	137,862.41
Total	1,774,716.41

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Chris Robertson
4804096775
CHRIS.ROBERTSON@INSIGHT.COM
Fax 4807608532

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

INSIGHT PUBLIC SECTOR TERMS OF SALE

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOUR ORDER AND PURCHASE OF HARDWARE, SOFTWARE, AND THIRD-PARTY BRANDED SERVICES AND SUPPORT (COLLECTIVELY, "PRODUCT") SOLD THROUGH INSIGHT PUBLIC SECTOR. You accept the terms and conditions of this Agreement, unless you are purchasing pursuant to a separate written agreement, in which case, the terms of that separate written agreement shall govern. Insight may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its website. The Agreement posted on Insight's website at the time Insight accepts your order will govern that purchase.

- **Accuracy of Data/Corrections:** Insight obtains certain data directly from the manufacturer, publisher or supplier of Products and is not responsible for pricing, typographical or other errors in any such data. In addition, availability of third-party Product is subject to change without notice. Insight reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct this website at any time, including pricing errors not detected until after Insight's confirmation or email response.
- **Prices/Payment Terms:** Prices are subject to change at any time prior to Insight's acceptance of your order. Payment terms are at Insight's sole discretion and all orders are subject to Insight's credit approval. You must provide appropriate credit references upon request and authorize us to obtain credit history from such references. You agree to pay the total purchase price for the Products, plus tax and shipping (to the extent shipping is not prepaid by you, including shipping charges billed to Insight as a result of using your carrier account number or a carrier selected by you). Invoices are due and payable within the time frame and in the currency specified on the invoice, measured from the date of invoice. You agree to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the maximum rate allowed by law. You will be responsible for Insight's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received

as described above, Insight reserves the right to suspend further deliveries until payment is received.

- **Taxes:** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are solely your responsibility. You may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.
- **Delivery/Title/Risk of Loss:** Insight will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Insight reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle you to cancel other installments. Product will be delivered to you Free On Board (FOB) Destination (your designated facility), freight prepaid and added. Title and risk of loss shall pass to you when Product is delivered to your designated facility. Notwithstanding anything in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made available by the licensor or Insight for your use. Your use rights and obligations related to the software are contained in the license agreement and any applicable end user terms between you and the licensor(s). You hereby grant a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, you authorize Insight to execute and file a financing statement or other documents that are necessary to perfect Insight's security interest. The security interest granted under this provision constitutes a purchase money security interest, which shall terminate when Insight has received all amounts due for the Product(s).
- **Limited Warranty:** PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY INSIGHT OF ANY KIND, EITHER EXPRESS OR IMPLIED. Insight shall pass through to you, to the extent available, any manufacturer's/publisher's/supplier's written warranties associated with third-party Products purchased from Insight. Although third-party services and support are

considered "Product" and you may purchase such services through Insight. Insight is not obligated to provide the services or support. Insight accepts no liability for any claims arising out of any act or omission, including negligence, by your third-party service provider; and any amounts associated with third-party services, including but not limited to taxes, will be collected solely in our capacity as an independent reseller of such Product.

PRODUCT CODES BEGINNING WITH "IVC" (INSIGHT VALUE CENTER) ARE SOLD "AS IS." IVC Products have been previously opened and/or the box has been damaged. IVC Products are not offered or sold as "new." The manufacturer's or publisher's warranty, if any, will apply and provide the sole coverage for such IVC Products. You must look to the manufacturer, publisher or supplier of third-party Products for recovery on any claim of liability and will hold Insight harmless from any claim of negligence or breach of warranty.

PRODUCTS PRODUCED SOLELY BY INSIGHT ("INSIGHT PRODUCT") ARE PROVIDED WITH ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THE INSIGHT PRODUCT SPECIFICATION. Your sole remedy and Company's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be accomplished, then Company will issue you a credit for, or a refund of, the purchase price and original freight paid for the Insight Product.

- **Disclaimer of Warranty:** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND YOUR SOLE AND EXCLUSIVE REMEDIES. INSIGHT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. No agent or employee of Insight or any other party is authorized to make any warranty on behalf of Insight that is in addition to those made in this Agreement.

- **Limitations on Use:** You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY INSIGHT ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.
- **Limitation of Liability:** INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any liability for direct damages arising under this Agreement, regardless of the form of action or theory of relief, is limited to the purchase price of the Product. No action arising out of the transactions under this Agreement may be brought by you more than one (1) year after the damage, loss or expense occurred. Insight is not liable for any claim made by a third party or made by you for a third party.
- **Termination:** You may cancel any order for Product at no charge up to five (5) business days prior to scheduled shipment upon written notice to Insight, unless such Product has been modified or otherwise reconfigured in accordance with your specifications. Cancellation shall not relieve your duty to pay for Products shipped, services performed or expenses incurred by Insight prior to such notice. If an order is cancelled prior to shipment, your sole remedy and Insight's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders

following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.

- **Governing Law and Venue:** This Agreement will be governed by the substantive laws of the state of Arizona without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You are responsible for compliance with local laws, if and to the extent local laws are applicable. Both parties to this Agreement specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Maricopa County, Arizona in any dispute arising out of or relating to this Agreement.
- **Assignment:** Insight may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products and/or assign the right to receive payments without your consent. You may not assign this Agreement or any of its rights or obligations without the prior written consent of Insight. Subject to the restrictions in assignment contained in this provision, this Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.
- **Force Majeure:** Insight will not be liable for failure to fulfill its obligations under this Agreement or for delays in delivery or performance due to causes beyond its reasonable control, including loss of third-party telecommunications, connectivity or similar infrastructure. Insight's time for performance of any such obligation will be extended for the time period of such delay, or Insight may, at its option, cancel any order or remaining part thereof, without liability, upon notice to you.
- **Miscellaneous:** No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both you and Insight. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Insight and you is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable,

all other parts will still remain in effect. Notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of: 1) actual receipt; 2) three (3) days after mailing, if mailed postage prepaid by regular mail or airmail; or 3) one (1) day after such notice is sent by courier or facsimile transmission. The terms and conditions applicable to eligible returns are set forth in Insight's Return Policy. Terms in effect at the time of Product purchase shall apply to any requested returns.

- **Entire Agreement:** This Agreement constitutes the entire agreement between us regarding the purchase of Products from Insight and supersedes and replaces any previous communications, representations or agreements. **INSIGHT EXPRESSLY LIMITS ACCEPTANCE OF ORDERS FOR PRODUCTS TO THE TERMS AND CONDITIONS HEREIN.** Any additional or different terms or conditions contained in any purchase order or other documents provided by you are considered material alterations to this Agreement, expressly rejected and will not be binding upon Insight.

Revised August 2017

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INSIGHT PUBLIC SECTOR RETURN POLICY

A. **Policy:** Unless you have a separate written agreement with Insight, the return of hardware and software purchased from Insight (collectively, "Product") is subject to specific manufacturer, publisher or distributor restrictions. Such suppliers may provide limited or no returns of Products. If the supplier accepts returns, you may return Product and Insight will assist in its replacement or grant you a credit against future purchases in an amount equal to the original purchase price and freight paid for the Product less any applicable restocking fees. You are responsible for shipping charges and risk of loss on all return shipments. Returns are also subject to the rights of return processes below. If you fail to return Product within the applicable Return Policy period or if the Product does not meet the rights of return and processes under this Return Policy, the Product is considered accepted by you and not returnable.

B. **Rights of return:**

o **Permitted product returns:**

Hardware: If permitted by the manufacturer's return policy, hardware, accessories, peripherals and parts may be returned if: 1) the packaging is unopened and still in the manufacturer's sealed package, and 2) returned within 30 days from the date of shipment.

Software: Software may be returned if permitted by the publisher's return policy. If the publisher does not allow the return of software, you may not return the software to Insight.

- o **Damaged products:** Packages that are obviously damaged should be refused at the time of original delivery attempt. If damaged Products are accepted from the carrier, contact Insight's Client Services within 7 days after receipt of shipment to arrange for a carrier inspection and a pickup of the damaged Products. All damages should be noted on the carrier delivery record prior to the driver leaving your premises. Please save the Product and all original box and packaging. Timely receipt of this information is necessary to file a damage claim with the freight carrier and avoid delays in returns and replacements.

- **Order discrepancies:** All order discrepancies (shortages, mislabeled product or overages) must be reported to Insight's Client Services Department within 5 days of receipt of shipment.
- **Defective/Dead on Arrival (DOA):** Report DOAs to Insight's Client Services within 10 days of receipt of shipment. Some manufacturers and publishers require DOAs to be handled directly through them. In such cases, Insight's Client Services will provide the manufacturer's contact information.
- **Non-returnable product (not all inclusive):** The following Products cannot be returned to Insight:
 - Discontinued items
 - Special order items
 - Items for which manufacturers will not accept returns
 - Custom configurations of systems
 - Open units, and/or units that require repackaging
 - Units in an unsuitable resale condition
 - Closeout, remanufactured and refurbished Products

C. Process: All returns must have an Insight Return Materials Authorization (RMA) number. If the return meets Insight's return guidelines, you may obtain an RMA number by contacting:

- **insight's Client Services at 800.827.6100.** Insight Client Services business hours are 6 a.m. to 5 p.m. Mountain Standard Time (Arizona); or
- By email at insightclientservices@insight.com

In order to expedite a return, please have the following information on hand when requesting an RMA number: Client Account Number, Invoice Number, Serial Number (if applicable), the nature of the issue and whether the manufacturer's seal has been broken.

Once the RMA number is issued, please note:

- RMA numbers issued by Insight are good for 15 business days only. Product authorized for return must be received within such time period at the facility identified on your RMA instructions.
- RMA numbers cannot be extended or reissued.
- Clearly mark each address label of each package being returned with the RMA number. **DO NOT WRITE ON THE VENDOR'S BOX.**
- Insight strongly recommends using a reputable shipping carrier capable of providing proof of delivery, as well as properly packing and fully insuring return shipments.
- All returns **MUST** be 100% complete and contain:
 - ALL original boxes and packing material
 - Original UPC codes on the manufacturer's or publisher's boxes
 - All blank warranty cards, accessories and documentation provided by the manufacturer or publisher
- Incomplete returns may be returned to sender or subject to a minimum 20% restocking fee at Insight's sole discretion.

RMA Request Form

Revised October 2009