

1. Insight Networking's Experience

1.1 Education Experience

Insight Networking understands that McAllen Library is seeking to enter into a long-term strategic partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art technology infrastructure for McAllen Library. In selecting that provider, McAllen Library must consider all the areas of expertise necessary to most benefit McAllen Library. This vendor must completely understand both the administrative and educational purpose of technology in the district. The selected vendor will be instrumental in working with the district to implement the project described in the RFP, providing the technology design and implementation, ensuring compliance with the E-Rate program, and ensuring successful financial strategies for meeting the district's goals.

The success of your project will largely depend on selecting a technology provider with demonstrated project management skills and implementation experience combined with the ability to scale operations to meet the challenging demands of complex projects in an educational environment. From network design, equipment selection and procurement, to the project management and implementation, Insight Networking has the experience and capability to provide centralized management for this partnership using certified project managers experienced in the K-12 and higher education environment. Insight Networking has been the education technology provider of choice for many school districts in Texas and the Southwest for over 13 years.

Insight Networking can provide the expertise and advice that will be necessary for McAllen Library to effectively implement and upgrade technology throughout the district. Insight Networking has been an active participant in the E-Rate program since its inception, and has provided informational seminars to School Districts throughout Texas and the Central United States. We have provided our education partners with information and assistance to ensure that the funding/discounts received under these programs (and others) was maximized. Insight Networking has achieved industry leading technology specializations in all areas of today's most advanced networking technologies with continuing education for their engineers. This commitment to expertise will be a major benefit to McAllen Library based on the knowledge and skills that are continually being developed.

1.2 E-Rate Experience

Over the last 13 years Insight Networking has emerged as a national leader in providing E-Rate guidance and expertise to applicants all across the country. Working through our 20 regional offices throughout the United States, Insight Networking has conducted over 500 free E-Rate seminars to schools, libraries and other eligible organizations in an effort to increase participation in the E-Rate program. Insight Networking provides quality turnkey network integration services, and is one of the largest network integrators in the country. Insight Networking has been consistently ranked in the top 10 Service Providers for the E-Rate program in the Internal Connections category.

Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with current technologies. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program. Insight Networking also has extensive experience in leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities.

And, to ensure compliance, all Insight Networking employees involved with the E-Rate program are required to be trained on the Ethics and Responsibilities components.

INSIGHT NETWORKING SPIN NUMBER: 143030052

INSIGHT NETWORKING FCC RN NUMBER: 0014274815

1.3 Insight Networking Overview

Calence, LLC dba Insight Networking was formed in February 2006 as a result of Calence, Inc. combining with Avnet Enterprise Solutions, a division of Avnet, Inc. Prior to becoming Calence, LLC, Calence, Inc. provided customized network and telecommunications services (since 1993), and Avnet Enterprise Solutions provided Network Lifecycle Management Solutions (since 1989). On April 1, 2008, a subsidiary of Insight Enterprises, Inc. merged with and into Calence, LLC, with Calence, LLC surviving the merger and becoming an indirect wholly owned subsidiary of Insight Enterprises, Inc.

Insight Networking also provides access to state approved procurement methods (DIR Cisco and other networking/cabling Products and Services Contract, DIR Technology-Based Conferencing Product and Services Contract), which could benefit McAllen Library by eliminating the expense and time involved in the RFP process.

As one of the largest network solution providers in the U.S., Insight Networking helps organizations plan, build, provision and operate their network, security, and unified communication infrastructures. Insight Networking works with many of the world's most prominent organizations to leverage network technologies to reduce cost, improve operations, and increase productivity. Serving the Education (K-12 and Higher Ed), Public Sector, Enterprise, and Commercial markets, Insight Networking's areas of specialty include Unified Communications, Network Security, Network, and Management Services/Outsourcing.

Headquartered in Arizona, Insight Networking operates in more than 20 markets throughout the United States. Insight Networking's professionals have more than 455 Cisco certifications, and Insight Networking is a Cisco Gold Partner that has received numerous Cisco certifications, including the following:

- Elite Cisco Partner
 - Master Specializations
 - Unified Communications
 - Security
 - Managed Services
 - Specializations
 - Advanced Routing and Switching
 - Advanced Unified Communications
 - Advanced Security
 - Advanced Wireless LAN
 - Advanced Routing and Switching
 - Advanced Technology Providers
 - TelePresence
 - Unified Contact Center Enterprise
 - Rich Media Communications
 - Voice Portal
 - Metro Optical
 - Wireless Mesh
 - One of only 6 Cisco Partners with Unified Communications, TelePresence, Unified Contact Center Enterprise AND Rich Media Communications

For more information about Insight Networking's Cisco Gold partner Certification, please refer to Appendix D.

With a focus on client satisfaction, improved operational efficiency and increased productivity, we help leverage advanced network technologies to:

- Address specific business goals and priorities
- Improve internal processes and communications
- Reduce IT costs

1.4 Offerings

Insight Networking provides network professional services, network management services and product solutions to address our clients' complete networking needs. Please note that some of these services are not E-Rate eligible.

1.4.1 Network Professional Services

Insight Networking's Professional Services team determines how clients can maximize their existing investments in technology. By bringing together professionals with both business and technical expertise, Insight Networking's strategic professional services practice helps clients implement innovative IT solutions based on sound business rationale. Insight Networking first examines the issues that are particular to each client: business strategy, IT strategy, applications in use, existing technology and applications under consideration. Insight Networking then designs the right network to leverage the maximum value out of the client's IT investments. Based on extensive experience in business, technology, applications and networks, Insight Networking network professionals develop a strategic roadmap to lead clients to their business and financial goals.

Our network professional services include the following:

- Network Infrastructure Solutions
 - Network Strategy and Planning
 - Network Infrastructure Assessment
 - Network Operations Assessment
 - Network Infrastructure
 - Mobility/Wireless Infrastructure
 - Data Center Infrastructure
 - Cabling Infrastructure
 - Application Delivery Infrastructure
- Unified Communication Solutions
 - IP Convergence Assessment
 - Unified Communication Strategy
 - Unified Communication Assessment
 - IP Telephony
 - Unified Contact Center
 - IP Collaboration/Conferencing
 - TelePresence

- Information Security Solutions
 - Security Strategy
 - Regulatory Compliance Assessment
 - PCI Assessment
 - Risk and Vulnerability Assessment
 - Security Operation Review
 - Perimeter Security Infrastructure
 - LAN Security Infrastructure
 - Security Management and Monitoring

1.4.2 Insight Management Services

1.4.2.1 Remote Network Operations (RNO) Services

Insight Networking has been a provider of 24x7x365 operational management and support services since 1998. Our Network Operations Center (NOC) resides in our World Headquarters located in Tempe, AZ. Insight Networking has achieved the highest levels of certification from Cisco by achieving the Cisco Master Unified Communications, Master Security, and Managed Services Channel Partner (MSCP) specializations in Cisco's first ever quadruple audit while renewing the Gold Channel Partner certification.

Insight Management Services offers monitoring and event notification, fault determination and resolution, performance and capability planning, and ongoing professional services. Network downtime is reduced because, unlike many competitors, Insight Networking provides highly skilled network technicians and engineers who can analyze and quickly resolve problems. A sophisticated, online portal is available so clients can view real-time reports and information on the status of their network.

The Insight Networking's NOC is staffed at all times by Level 1 and Level 2 expert support personnel, whom are industry certified, and will respond to issues within the established services levels. Insight Networking employs Level 3 engineers with specific certifications and field expertise by technology (e.g. LAN/WAN, wireless, IPT, IPCC, security, servers). In addition, we will leverage our key vendor partnerships to provide timely Level 3 manufacturing support.

Our Network Management Services include, but are not limited to, monitoring and management of the following:

- Wide Area Network (WAN)
- Local Area Network (LAN)
- Data Center
- Security Management
- IP Telephony (IPT)
- IP Contact Center (IPCC) Management
- Traditional Voice and Call Center Equipment
- TelePresence and other IP Video Management
- Wireless
- Servers

Insight Networking leverages best-in-class tools such as CiscoWorks, IBM Tivoli NetCool, CA eHealth, Remedy, RealOps, NetIQ, Intellitactics, TippingPoint, Tangoe, and VMware. Our engineers have spent thousands of hours across multiple clients to fine tune our reporting abilities and ensure we are monitoring and reviewing the correct key indicators to ensure optimum network availability. Insight Networking has built Cisco Master, Cisco Managed Services, and SAS70 Type II certified best practices around using these tools, and is the expert when it comes to applying them on your network. As we identify new issues and opportunities, we continuously customize and improve our solutions for all our clients.

Through the utilization of best in class tools, highly skilled engineers and years of cumulative experience Insight Networking has created an unrivaled remote service offering as proven by multiple independent audits and analyst findings. This combination will provide our clients with a level of assurance and security that their business-critical infrastructure is under the watchful eye of network and server experts.

1.4.2.2 Telecom Expense Management (TEM)

Insight Networking's Telecom Expense Management (InsightTEMSM) solution provides the full lifecycle of services to efficiently manage your voice, data and wireless telecommunications expenses and contracts. Our suite of services – from sourcing, provisioning, and mobile device management to bill pay and expense allocation – can help your organization realize bottom-line savings. Our services provide visibility to and accountability for your telecom inventory and expense. Our clients realize cost savings through optimization, consolidation, and invoice validation, as well as time and labor costs. Insight Networking provides the resources, expertise and processes to ensure you only pay your fair share. In addition, Insight Networking is the only TEM provider that can integrate network operations (monitoring, fault management, and help desk) into a complete solution for our clients. Insight Networking's network management and technology background make InsightTEM unique and mitigate risk by integrating technology and cost management. Insight Networking's TEM solution includes:

- **TEM Professional Services**
 - Tactical cost recovery
 - Strategic telecom assessment
 - Contract negotiations
- **Telecom Lifecycle Management**
 - Invoice processing (includes audit/dispute, chargeback, and inventory)
 - Business intelligence/reporting
 - Provisioning
 - Bill pay
- **Mobility Lifecycle Management**
 - Ordering and fulfillment
 - 24x7 mobility helpdesk
 - Business intelligence/reporting/optimization
 - Web portal
 - Hot sparring
 - Remote disable/wipe
 - Disposal services

- **Connectivity Services**
 - Carrier management
 - Provisioning
 - Customer support

Telecom Expenses are one of the five highest expenses a business deals with today. Insight Networking typically saves our clients 15%+ by efficiently managing their voice, data and wireless telecommunications expenses and vendor contracts. Our services generally run from 1% to 4% of the annual telecom spend, depending on the complexity of the environment and number of invoices, contracts, vendors and locations. The telecom environment is becoming more and more complex with constant additions of new technologies, changing carrier rate plans, industry consolidation and integration of different billing platforms. It is hard to keep up with the ever-changing invoicing environment.

Some reasons to use Insight Networking:

- Ensure best in class rates and terms are obtained for contracts
- Correct telecom expense environment from periods of neglect
- Reduce telecom costs with optimization, consolidation, best rates and invoice assurance
- Reduce time and effort to process, assure and pay
- Refocus employees on core responsibilities
- Improve spend and inventory visibility
- Reduce invoice processing costs
- Ensure consistent allocations
- Validate expenses down to the line/call detail level against contracts, inventory, and proper rates
- SOX compliance

1.4.2.3 Business Process Outsourcing (BPO)

Insight Networking can provide BPO services, where the client outsources the entire or a portion of their voice, data, or server infrastructure. In addition to outsourcing the management of particular devices, BPO also includes the outsourcing of all the business processes surrounding that network. In a BPO, Insight Networking owns the equipment, people, processes, tools, performance standards, service delivery, metrics, telecom expense management, etc. associated with running, maintaining, and servicing the infrastructure.

Our BPO offering can leverage all of our core competencies in network and server infrastructure remote monitoring and management and telecom expense management, thereby improving on both the operational and cost efficiencies for our clients. Typically, Insight Networking clients may gain savings of 5%-15% over five-year contract terms.

With Insight Networking's BPO offer set, you can:

- Reduce current transaction costs through the delivery of a guaranteed cost model across the entire process domain
- Access unparalleled, industry leading experience and expertise because Insight Networking provides the deepest network skills available, anywhere
- Improve operational efficiencies through increased operational visibility and control of your network operations

- Increase organizational agility through greater flexibility and scalability in your current IT operations, achieved through a scalable work force, the mitigation of risk associated with employee turnover, and the elimination of training and technology skill currency and refresh requirements
- Obtain guaranteed service levels through improved system element availability, response times, reporting and fault management support
- Focus on your core business; you will be able to drive your management team to embrace and manage change more effectively while they focus on strategic tasks of the core business and offloading non-core IT operations and functions to Insight Networking

1.4.2.4 Connected Real Estate and Sports

InsightConnectedSM Real Estate

With increasing customer expectations, urbanization, and the transformation of the workplace, the need to improve services, reduce costs, increase utilization, and reduce the environmental impact is undeniable. InsightConnectedSM Real Estate is the answer.

- **Differentiation by Delivering New Services:** Attract and retain tenants and stakeholders, draw top quality employees, improve the user and guest experience, differentiate the property from your competition and generate revenues if you choose
- **Integrated Communications Systems:** Deploy IP telephony, high-speed Internet, wireless, audio and video conferencing, rich-media, collaboration, VPN and productivity tools
- **Incorporated Physical Security:** Deliver video surveillance, access control, visitor management and life safety
- **Integrated Building Technologies:** Monitor and administer HVAC, lighting, transportation and energy management to reduce energy consumption and build the foundation for LEED accreditation.
- **Centralized Building Operations:** Access to all information within a building or across multiple buildings can have a direct impact on the ongoing costs and maintenance
- **Realized Cost Savings:** Networked real estate reduces the total cost of ownership in areas such as energy usage, service contracts, additions, remodeling, maintenance, and repair
- **Being Green:** Gain a competitive marketing edge through LEED accreditation and resulting energy use and cost reductions.

InsightConnectedSM Sports

The architects, designers, builders and operators of multipurpose venues are challenged to meet unique business requirements for flexibility and functionality. Traditionally, separate and distinct networks and technologies have supported voice, data, video, wireless, physical security, point of sale and environmental systems in disparate environments.

Technological advances and the growth of IP protocol as a standard for network-compatible devices offer new opportunities to optimize upfront capital expenses and long-term operating costs. Today's non-proprietary, sustainable networks provide a foundation for supporting all building systems.

Renowned facilities and teams in every major North American sports league turn to Insight Networking for strategy, assessment, design, implementation and management of world-class networks. We've worked closely with Cisco, HP, Microsoft, NEC, Sony, and others to develop highly-available, flexible, scalable environments to support state-of-the-art multipurpose facilities. This foundational approach accommodates all the systems, devices, and functionality needed for the myriad events held in venues today. Benefits of InsightConnectedSM Sports include:

- Improved fan experience
- Additional marketing opportunities
- Flexible stadium operations
- Greater ROI, lower TCO
- Network and physical security
- PCI compliance

1.4.2.5 *Insight Lifecycle Management Services*

Insight Networking's premium Lifecycle Management Services brings clarity to the chaos by providing a fully integrated systems management solution for complete coverage of your IT assets (e.g., desktops, laptops, servers). Numerous Gartner and IDC studies show there are significant benefits from these services, such as:

- Savings between 20% to 40% per seat per year
- 13% more IT staff time to focus on your core business
- Managed PCs cost roughly \$1800 per PC per year less
- Software costs are 30% less in the first year, plus 5%-10% each year after
- A significant impact on the success or failure of business processes
- Maximized operational costs, increased productivity, and customer satisfaction

Insight Networking provides Global Service Desk services remotely from one of our on-shore Service Centers, client sites, or as a hybrid model. Our 24/7/365 Single Point of Contact (SPOC) Service Desk performs to the highest standards, at 15%-40% less than the largest IT outsourcers. We handle over 1,620,000 calls per year and customize our Service Level Agreements to meet your needs:

- Service Desk Uptime \geq 99.99%
- Average Speed of Answer \leq 30 seconds
- Abandonment Rate \leq 5%
- First call Resolution \geq 70%
- Customer Satisfaction \geq 95%

When combined with our web-based SaaS Management Suite, Insight's Lifecycle Management support model can provide an integrated lifecycle solution for your complete computing environment. Our model includes the following services and can be customized to meet your organizations business-specific needs:

- Level I, II, and III Hardware and Software Support (remote and onsite)
- Software Cataloging & License Harvesting
- National Dispatch
- National Parts Logistics and Warehousing
- Hardware Hot Swaps
- Email Security Support
- Email Security Support
- Asset Management
- Patch Management
- Software Distribution
- Server Monitoring
- Remote Control and Diagnostic Tools

1.4.3 Product Solutions

To support the Professional Services and Management Services practices, Insight Networking offers best-in-class networking products. Our product solutions include the following:

- Product Selection and Financing
- Product Procurement and Servicing

We offer best-in-class products from leading industry vendors, such as the following:

Partner	Product
Cisco Systems	Network infrastructure
4What Interactive	End user IPT training solutions
Aeroscout	Active RFID tags
AirTight Networks	Wireless security
APC	Rack, power and cooling
eGain	Contact Center applications
F5	Load balancing and WAN acceleration
ICI Networks	Wireless integrated systems (Cisco 3200 MAR enclosures)
IPcelerate	IP applications
ISI	Call accounting and telecom services
NetCordia	Network analysis and management tools
NetScout	Network management
NICE Systems	Contact Center and Workflow solutions
Nuance	Text-to-Speech apps
Pelco	Video surveillance
Riverbed	WAN acceleration
SchoolMessenger	IP-based notification solutions for K-12 and higher education markets
Solsoft	Security policy management
Tandberg	Video conferencing
TopSpeed Data	WAN services, circuits
Trend Micro	Anti-virus, Anti-spam, Anti-spyware
V-Brick Systems	IPTV, encoders/decoders
Websense	Security, URL filtering
Western Datacom	Wireless security and mobility (Cisco 3200 MAR solutions)

By partnering with industry leaders, Insight Networking offers state-of-the-art networking products delivered by a knowledgeable and responsive client advocate team. This team undergoes continuous training to ensure that their knowledge of the product offerings is up-to-date. As a result, they can quickly and efficiently assemble a product solution that will integrate into the client's infrastructure, while providing the highest level of service and support. Insight Networking provides creative options for acquiring equipment, management of warranty contracts on equipment, and expedited and detailed order tracking.

Insight Networking will work with both Cisco and distribution partners for order placement and shipment. A flowchart of the various ordering scenarios is provided in Figure 1. The flowchart represents our standard procedures. The client and Insight Networking can work together to customize these procedures, if necessary.

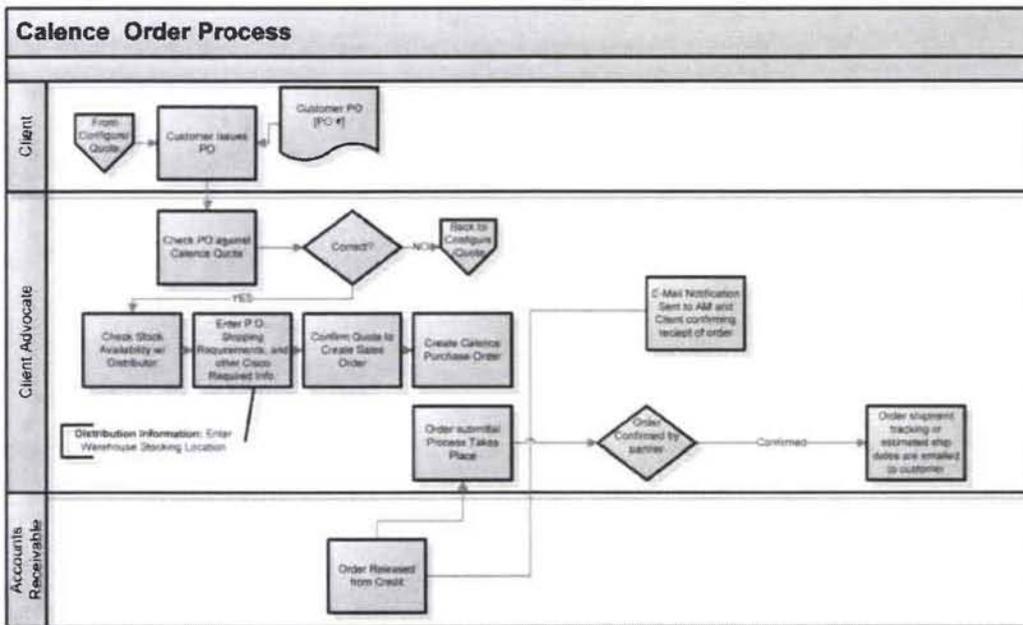


Figure 1: Hardware/Software Order Process

The client will be provided with estimated lead times on the quote. If the estimated lead times do not meet project requirements, an alternate quote will be provided for procurement through Insight Networking distribution partners.

The client will submit a PO and the Client Advocate will process the order through the specified channel. Appropriate billing information is included on the order including any special instructions (contact names, project name, shipping locations, etc.).

When the product has been shipped, the Client Advocate will provide tracking information to McAllen Library in the agreed upon reporting format.

Insight Networking will work with all Cisco distribution partners and Cisco direct lead times to provide the client with the best possible availability for product.

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1.5 Project Methodology Overview

To ensure that we employ best practices at all time, Insight Networking follows a documented methodology developed to ensure that we serve our clients as consistently and effectively as possible (see Figure 2). Created by the management team – and updated on an ongoing basis – this methodology includes clear guidelines and procedures for delivering solutions and partnering with clients to review and improve these solutions.

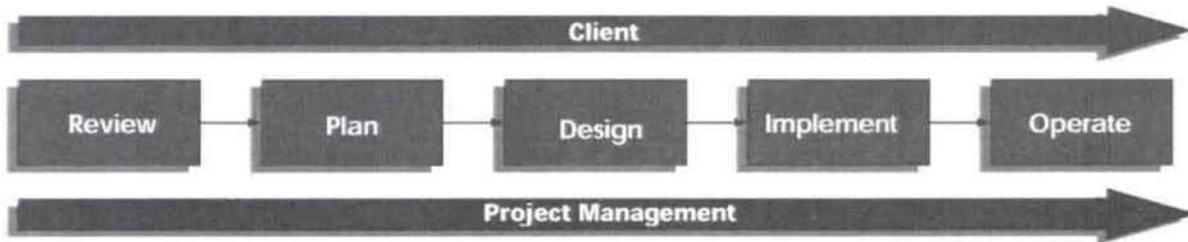


Figure 2: Insight Networking Project Methodology

The Insight Networking project methodology includes the following phases:

- **Review** – We review your business priorities, user communities and network initiatives to best understand what challenges and opportunities lie ahead for your business. We develop recommendations that will help you achieve your business objectives within your network.
- **Plan** – Based on the recommendations developed in the Review phase, we delve deeper into understanding your network strategy and architecture, and create a new strategy and architecture in sync with your business priorities.
- **Design** – Using the network strategy and architecture as a starting point, we begin to design a network solution that meets your needs. We work with your business and technical teams, augmented by our business and technical experts, to ensure we have a solution that supports your business.
- **Implement** – Working with your teams, we implement the solution for your business. Training, procedures documentation, pilot testing and the production cutover occur within this phase.
- **Operate** – Post-implementation support addresses any performance issues and transitions from the project team to your ongoing support team.
- **Client Service** – Throughout the engagement, the entire Insight Networking team strives to provide outstanding client service. We have a methodology to ensure we are meeting all of your needs in a timely, efficient manner.
- **Project Management** – Our people excel at project management. Our project management methodology is largely based on proven PMI practices and methods, enhanced specifically for the network infrastructure space. Using pre-defined templates and job aids, our project managers work with you to manage scope, timeframes and the budget of your projects.

1.6 Expertise

Insight Networking network professionals possess a skill set that's unmatched in the industry, bringing deep technical knowledge and a keen business understanding to every partnership. We're more than just network technology experts. We're highly strategic thinkers who hold MBA, Masters and JD degrees. We're CPAs, restructuring and turnaround specialists, application designers and security experts. We use shared knowledge to develop and define strategies and solutions. This means you're not just getting a dedicated team with rich industry experience, but the leveraged resources of an entire organization.

Insight Networking staff has extensive experience, technical skills and business skills, as detailed in Figure 3. More than 30% of our staff comes from large system integrators or professional services firms. More than 90% of network professionals are Cisco certified.

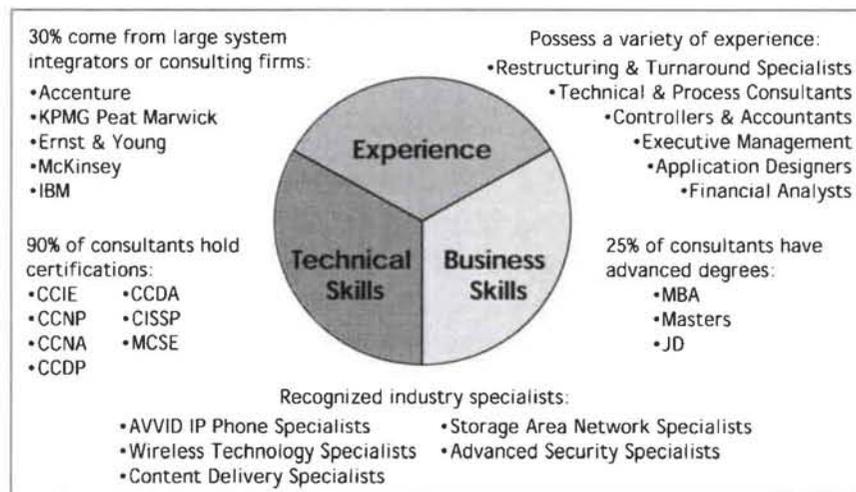


Figure 3: Insight Networking Expertise

1.7 Experience

Insight Networking builds long-term relationships that go well beyond a single project. Many clients have worked with Insight Networking since the firm was founded. We recognize that our future success depends upon our ability to cultivate and build client relationships for life.

Insight Networking has provided quality networking solutions to a range of organizations, from small companies to Fortune 50 corporations. This includes industry leaders in financial services, manufacturing, healthcare and education.

Please see Appendix C for a list of clients that can attest to the value of Insight Networking solutions.

1.8 Awards and Recognition

While we have been hard at work helping our clients succeed, we have collected a few endorsements of our abilities, dedication and accomplishments:

Commercial Partner of the Year, Commercial South Area – 2008

- Cisco Awards and Recognition
 - 2008 Cisco National Technology Excellence Partner of the Year - Verticals (Connected Real Estate)
 - 2008 Cisco Public Sector Solutions Award - Public Safety

- 2008 Cisco Enterprise Partner of the Year - West Region
- 2008 Cisco Security Partner of the Year - South Region
- 2008 Cisco Commercial Partner of the Year - South Region
- 2006 Outstanding Performance Enterprise Select & Key Segments
- 2006 Western Retail Partner of the Year
- 2005 Global Channel Partner of the Year—US/Canada
- 2005 National Security Partner of the Year
- 2005 National Partner of the Year Commercial Segment
- 2005 Western Area Partner of the Year Enterprise Segment
- 2005 US IP Communications Partner of the Year, National
- 2005 US National Partner Innovation Award
- 2004 "Best Performance in Customer Satisfaction"
- Cisco Outstanding Sales Achievement in WLAN Sales FY 2006
- Cisco Channel Customer Satisfaction Excellent Recognition
- Ranked on Inc. Magazine's top 500 list of fastest growing privately held companies in the U.S. for four consecutive years
- 2007 Arizona Corporate Excellence (ACE) award for #1 Fastest Growing Private Company with headquarters in AZ and the 17th Largest Private Company with headquarters in AZ
- Computerworld magazine named Insight Networking as a "best places to work in IT" several times

2. Terms & Conditions

2.1 Bid Pricing

This proposal includes special pricing that is passed on to the client from Cisco for Cisco E-Rate eligible and/or partially eligible products. However, this special pricing is only valid for Cisco E-Rate eligible and partially eligible products that are FUNDED by the E-Rate program in Year 13.

Insight Networking reserves the right to (i) re-negotiate pricing for those Cisco eligible and non-eligible products that are NOT FUNDED if McAllen Library elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.

2.2 Confidentiality

The information contained in this proposal (including all attachments) constitutes trade secrets and/or proprietary and confidential information. This proposal is therefore provided to McAllen Library in confidence on the understanding that nothing contained herein will be used or disclosed by McAllen Library for any purpose other than for the purpose of accepting or rejecting this proposal, and no portion of this proposal may be disclosed to anyone outside McAllen Library without the prior written consent of Insight Networking, except as otherwise provided under applicable law. If McAllen Library is unwilling or unable to agree to the foregoing, please return all copies of this proposal to Insight Networking immediately. In the event that a contract is awarded on the basis of this proposal, McAllen Library may use and disclose the information contained in this proposal only to the extent permitted in the contract or as required by applicable law. This restriction does not limit McAllen Library's right to use or disclose this information if McAllen Library obtained the information from another source without either McAllen Library or such source violating any obligation or restriction.

2.3 Intellectual Property

Nothing contained in this proposal grants, or shall be construed to grant, any rights, by license or otherwise, whether express, implied or otherwise, for any invention, patent, copyright or discovery made, conceived or acquired prior to or after the date of this proposal, or any trademarks, service marks, trade names, trade dress, service names, domain names, logos, icons, graphic images, and any other proprietary branding (collectively, "Marks") owned by any party. Insight Networking disclaims any proprietary interest in any Marks other than its own.

2.4 Acceptance

McAllen Library shall be deemed to have accepted this proposal, including all specifications, terms, and conditions contained herein, upon the issuance of a purchase order to Insight Networking that references this proposal, and the signature by McAllen Library on the Contract Acceptance Page of this proposal.

2.5 Contract Exceptions

Notwithstanding anything in the Client's Request for Proposal to the contrary, any engagement resulting from Insight Networking's response to the Request for Proposal/Quotation/Offer will be governed by the Insight Networking Purchase Agreement for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Insight Networking is nevertheless amenable to negotiating mutually acceptable terms prior to commencement of the engagement, in the event Insight Networking is the successful bidder.

2.6 Insight Networking Purchase Agreement for E-Rate Projects

This agreement for the sale of Products and Services ("Agreement") is entered into this 25th day of May, 2010 ("Effective Date"), between Calence, LLC dba Insight Networking, a Delaware limited liability company, with a principal address of 1560 West Fountainhead Parkway, 2nd Floor, Tempe, Arizona 85282 ("Insight Networking"), and McAllen Memorial Library, a Municipal Public Library, with a principal address of 601 N. Main Street, McAllen, TX 78501-4638 ("Client").

1. Structure

a. This Agreement sets forth the general terms and conditions that govern the relationship between Insight Networking and Client. Some Products and Services may require additional and/or unique terms, which are set forth in Attachments, Exhibits, Statements of Work, or other documents incorporated into this Agreement (collectively, "Other Documents"); this Agreement and such Other Documents (including the addenda referenced in section 1.d., below) are collectively referred to herein as the "E-Rate Agreement".

b. Performance of this Agreement will commence on July 1, 2010 and continue for a one-year period. This Agreement may be renewed for up to four additional one (1) year terms upon mutual, written agreement of both parties at least (30) days prior to the end of the then-current term.

c. Client acknowledges that Insight Networking is not the manufacturer of Product, and that Insight Networking may engage third parties to provide Services. Insight Networking makes no independent representation or warranty with respect to any Products, or with respect to any Services performed by a Third Party. Insight Networking hereby transfers to Client whatever transferable terms and conditions Insight Networking receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and Client with respect to Third Party Products or Services (collectively "Third Party Terms").

2. Prices

a. Prices shall be specified by Insight Networking and shall be applicable for the period specified in Insight Networking's quote. If no period is specified, prices shall be applicable for thirty (30) days.

b. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight Networking is held liable for or pays any of the foregoing taxes, Client shall reimburse Insight Networking for such taxes in addition to the price of the Products.

c. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

3. Orders

a. Client will submit orders on Client's standard purchase order form or on an alternate order form approved by Insight Networking, or otherwise by electronic means acceptable to Insight Networking. Client's order shall be deemed to incorporate the terms and conditions of this Agreement without reference in the order to this Agreement. Insight Networking specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in a Client purchase order will not become part of the Agreement and the terms of this Agreement supersede any and all terms in any such purchase order. Client's order is subject to Insight Networking's credit and acceptance requirements. Each Client order that has been accepted by Insight Networking (including any Statement of Work that has been executed by Client and delivered to Insight Networking) shall be referred to as an "Order." Insight Networking may accept an order by providing Client a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Networking Services. No Orders may be cancelled or rescheduled without Insight Networking's written consent, which may be given in Insight Networking's sole discretion.

b. All shipments by Insight Networking are F O B. point of origin. Subject to Insight Networking's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Client and title and risk of loss shall thereupon pass to Client. Products invoiced and held by Insight Networking for any reason will be held at Client's risk and expense. Selection of the carrier and delivery route shall be made by Insight Networking. Insight Networking will use reasonable efforts to initiate shipment and schedule delivery as close as possible to Client's requested delivery dates. Client acknowledges that delivery dates provided by Insight Networking are estimates only and that Insight Networking is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight Networking will use reasonable efforts to meet Client's delivery requirements and will keep Client informed of delivery status. Insight Networking reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve Client of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Client to cancel other installments.

c. Notwithstanding any provision of this Agreement to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight Networking's line card, Products which have been tested, assembled or integrated for Client, work-in-process and Products otherwise identified by Insight Networking as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.

d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be Client's responsibility. Client is deemed to have accepted the Products unless written notice of rejection is received by Insight Networking within 10 days after delivery of the Products. Client waives any right to revoke acceptance thereafter. Client must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight Networking without an RMA and an associated number, which may be issued by Insight Networking in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to Client, freight collect.

4. Invoicing and Payment

a. Client will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.

b. Client will be invoiced for any Product Maintenance upon Insight Networking's receipt of the applicable Third Party invoice for such Product Maintenance.

c. Client will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight Networking may require Client to sign to acknowledge performance of the applicable Services.

d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight Networking's invoice. Additional payment terms may be set forth in Other Documents.

e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, Client shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight Networking's costs of collection (including reasonable attorneys' fees).

f. Client agrees that Insight Networking may, in its sole discretion, at any time, change the terms of Client's credit, or require pre-payment in cash before shipment of any or all Products or before beginning any Services.

5. Insight Networking Services

The following terms apply to Insight Networking Services:

a. Client agrees to provide Insight Networking with sufficient, free and safe access to the premises where Client requires Insight Networking Services to be performed.

b. Statement of Work. A separate Statement of Work may be required by Insight Networking for each Service transaction. Client's order for Insight Networking Services is subject to acceptance by Insight Networking. The Statement of Work may include, but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Networking Service; (iii) each party's responsibilities; (iv) the conditions that Insight Networking must meet to complete the Insight Networking Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.

c. Completion Requirements. Insight Networking will inform Client when the Completion Requirements included in the Statement of Work (if any) have been met. Unless a different period is provided in the Statement of Work, Client shall have 15 days to notify Insight Networking if Client believes the Completion Requirements have not been met. The Insight Networking Services are complete when all of the Completion Requirements have been met. If no Completion Requirements are specified in the Statement of Work, then the Insight Networking Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work or when the Services are accepted by Client.

d. Personnel. Insight Networking and Client shall each designate a project representative. All Insight Networking and Client personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight Networking may subcontract Insight Networking Services to subcontractors selected by Insight Networking.

e. Insurance. Insight Networking and Client, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Networking Services provided pursuant to this Agreement, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

6. Insight Networking's Limited Warranty

a. Insight Networking Services. Insight Networking warrants Insight Networking Services will materially conform to the applicable Statement of Work for thirty (30) days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight Networking. Client must bring any breach of these warranties to Insight Networking's attention promptly in writing within thirty (30) days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight Networking may, at its election, (i) use reasonable efforts to re-perform such, at no charge to Client, or (ii) terminate the applicable Service and return the fees paid by Client to Insight Networking for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. **THE FOREGOING REMEDIES WILL BE CLIENT'S SOLE REMEDIES AND INSIGHT NETWORKING'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT NETWORKING OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).**

b. Resale of Third Party Services. Insight Networking hereby transfers any transferable warranties from any applicable Third Party. Insight Networking makes no independent warranty with respect to Services performed by a Third Party.

c. Products. ALL PRODUCTS ARE PROVIDED BY INSIGHT NETWORKING "AS IS." INSIGHT NETWORKING MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight Networking hereby transfers to Client, to the extent transferable, whatever transferable warranties and indemnities Insight Networking receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. Client, recognizing that Insight Networking is not the manufacturer of Product, expressly waives any claim that Client may have against Insight Networking based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight Networking on account of any such claim made against Client by a third party.

d. The warranties set forth in this section are the only warranties made by Insight Networking, and Insight Networking makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT NETWORKING MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT NETWORKING DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

7. Limitation of Liability

a. agrees that it will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by Client or any third party (including Client's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). Client will defend, indemnify and hold Insight Networking harmless from and against all such Liabilities.

b. CLIENT WILL NOT IN ANY EVENT BE ENTITLED TO, AND INSIGHT NETWORKING WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CLIENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING DAMAGES FOR BODILY INJURY, CLIENT'S RECOVERY FROM INSIGHT NETWORKING FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY CLIENT FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT NETWORKING SHALL NOT BE LIABLE FOR AND CLIENT SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT NETWORKING HARMLESS FROM ANY CLAIMS BASED ON INSIGHT NETWORKING'S COMPLIANCE WITH CLIENT'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT NETWORKING, OR USE IN COMBINATION WITH OTHER PRODUCTS.

c. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Agreement may be brought by either party more than two (2) years after such cause of action accrues, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

8. Termination

a. Either party may terminate this Agreement without cause at any time by giving the other party at least thirty (30) days prior written notice.

b. Insight Networking may terminate any Order for default for which Client refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within ten (10) days after notice from Insight Networking that payment is past due.

c. Either party may terminate this Agreement and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.

d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order so as to be in default and fails to cure such default within thirty (30) days after written notice thereof.

e. All Orders existing at the time of termination of this Agreement shall remain in effect and shall be performed in accordance with the terms of this Agreement, except Orders terminated in accordance with this Section. Client shall pay for all Non-Standard Products ordered by Insight Networking for Client's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Agreement or Order, as applicable.

f. The exercise of the right to terminate this Agreement or any Order will be in addition to any other right and remedy provided in this Agreement or existing at law or equity that is not otherwise excluded or limited under this Agreement.

9. Intellectual Property. If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight Networking to Client subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in the E-Rate Agreement, Insight Networking is not the licensor and Client acquires the license directly from the manufacturer or the manufacturer's authorized licensor.

10. Confidential Information. Client agrees to hold information designated in writing as confidential or proprietary by Insight Networking in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform Client's obligations hereunder, and to advise Client's employees, agents, contractors, and representatives of their obligations to keep such information confidential. Client shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as Client takes to protect its own confidential information. Nothing herein transfers to Client any title to or ownership rights in any such information; and, upon written request of Insight Networking, Client will promptly return or delete any such information which it has in its possession.

11. Non-Solicitation. Client agrees that the personnel of Insight Networking as well as the personnel of any Third Party are critical to Insight Networking and the Third Party's ability to provide Services. Therefore, Client agrees not to hire or otherwise solicit the employment of any Insight Networking or Third Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Agreement or for one (1) year thereafter. If Client violates this prohibition, Client shall immediately pay to Insight Networking an amount equal to the annual compensation of the Insight Networking personnel solicited or hired or the amount Insight Networking would then be liable to the Third Party pursuant to any agreement with it.

12. Independent Contractors. Insight Networking, and each of the Third Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Agreement does not establish a joint venture or partnership.

13. Security Interest. Insight Networking reserves a purchase money security interest in all Products purchased under this Agreement, all additions and accessions thereto and all replacements and proceeds thereof, to secure payment of Client's obligations. Such security interest is retained until Client's obligations are paid in full. Insight Networking may file this Agreement or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight Networking's security interest in the Products. Client hereby irrevocably appoints Insight Networking as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight Networking's security interest in the Products. At Insight Networking's request, Client shall join with Insight Networking in executing such financing statements. Client shall pay all fees, taxes, and assessments associated with the filing of this Agreement or financing statements.

14 Notices Any notice required or permitted to be sent to either party under the terms of this Agreement or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CLIENT: City of McAllen / McAllen Memorial Library
601 N. Main St. McAllen, TX 78501
Attention: Jose A. Gamez

INSIGHT NETWORKING:

Insight Networking
1560 West Fountainhead Parkway, 2nd Floor
Tempe, Arizona 85282
Attention: Solution Center

15. General

a. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only by writings duly signed by authorized representatives of both parties.

b. Neither party shall be liable for failure to fulfill its obligations under this Agreement or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

d. Except as specifically provided herein, Client may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Insight Networking. Any such attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

e. The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of any provision itself.

f. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

g. The headings used in this Agreement are for convenience of reference only and shall be ignored in the construction and interpretation of this Agreement.

16. Definitions

"Product(s)" means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance.

"Product Maintenance" means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party.

"Services" means the specific consulting, network management, telecommunications expense management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight Networking or a Third Party pursuant to this Agreement.

"Third Party" means a third party that designs and/or manufactures Products or performs Services that are resold to Client by Insight Networking. Third Party includes manufacturers and non-manufacturers, but does not include subcontractors.

If a capitalized term used in this Agreement is not identified in this Section 16, then that term shall have the definition ascribed to that term elsewhere in the E-Rate Agreement (e.g., in the Other Documents).

2.7 Contract Acceptance Page

By executing this Contract Acceptance Page, Client and Insight Networking agree to all the terms, conditions, provisions, and requirements of all of the following, subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding: (i) Client's Request for Proposal/Quotation/Offer, as modified and supplemented by Insight Networking in this proposal; (ii) the Agreement (i.e., the Insight Networking Purchase Agreement for E-Rate Projects); and (iii) the following "Other Documents":

Document Name	Form No.	Date
Contract Renewal	Addendum 1	

All of the foregoing together comprise and constitute one single contract between Client and Insight Networking and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Insight Networking Purchase Agreement for E-Rate Projects; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) this proposal; and (5) the Client's Request for Proposal/Quotation/Offer that initiated this proposal.

By executing this Contract Acceptance Page, Client further confirms that:

- Client has selected Insight Networking (SPIN# 143 030 052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471.
- All executed Statements of Work related to services, if any, contained in or made in connection with this proposal have been reviewed by the Client prior to Client's execution and are wholly accepted upon Client's execution, including, but not limited to, the scope of work, deliverables, assumptions, client responsibilities, and completion criteria.

The persons signing this instrument hereby represent and warrant they have been duly authorized and empowered to sign this instrument on behalf of their respective party, and the parties accordingly acknowledge and agree that upon execution of this instrument, the Contract shall be a binding agreement between Insight Networking and Client.

Client Reference Number: 2010F471P2.5

Insight Networking Reference Number 201001173-rfp

MCALLEN MEMORIAL LIBRARY

By: 

Authorized Signature

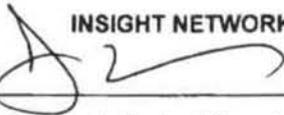
Name: Brent Branham

Printed or Typed

Title: Deputy City Manager

Date: 5-25-10

INSIGHT NETWORKING

By: 

Authorized Signature

Name: Dave Woodward

Printed or Typed

Title: Senior Vice President

Date: 5-25-10

Addendum 1: Contract Renewal

Signature of this document shall constitute a renewal of the binding agreement executed by and between Calence, LLC dba Insight Networking ("Insight Networking") and McAllen Memorial Library ("Client") on _____ (the "Effective Date"), Contract No. _____ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding

By executing this document, Client confirms:

- It has selected Insight Networking (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional one-year term, and may be subsequently renewed annually for additional one-year terms upon mutual, written agreement of both parties at least (30) days prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon thirty (30) days written notice to the other.
- The individual signing this document represents he/she has actual authority to execute this instrument and therefore bind Client to the requirements of this document.

Except as otherwise expressly provided in this document, the Contract shall remain unchanged and in full force and effect.

Client Reference Number: 2010F471P2.5

Insight Networking Reference Number 201001173-rfp

MCALLEN MEMORIAL LIBRARY

By: 

Authorized Signature

Name: Brent Branham

Printed or Typed

Title: Deputy City Manager

Date: 5-25-10

INSIGHT NETWORKING

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

3. Appendices

- Quote
- Sample Insurance Certificates
- References
- Cisco Gold Partner Certification
- McAllen Office Certification Summary

Appendix A: Quote

Insight Networking has provided the following Tandberg Internal Connections Quote.

Price Quotation

To: Ralph De Los Santos
 Jose Gamez
 McAllen Memorial Library

From: Darak Weaver
 Lance Newman - Austin
 2712 North McColl
 McAllen, Texas 78504
 Phone: 956-661-5870 McAllen

**McAllen Memorial Library
 E-RATE ROUND 13**

Purchase Orders' Fax #: 956-687-5428 McAllen
 Email: darak.weaver@calence.com
 Email: lance.newman@calence.com

<u>Part Number</u>	<u>Description</u>	<u>Eligibility</u>	<u>List Price</u>	<u>Final Price</u>	<u>Qty</u>	<u>Total</u>
1163401	TANDBERG Video Communication Server Control Application - 10 local network calls	100%	\$16,900.00	\$9,602.27	1	\$9,602.27
1163401V01D	TANDBERG Video Communication Server Control Application CCS Domestic Customer Core	100%	\$3,250.00	\$2,907.89	1	\$2,907.89
1163401V07D	TANDBERG Video Communication Server Control Application CCS Domestic Onsite Inst	100%	\$2,750.00	\$2,460.53	1	\$2,460.53
1163402	TANDBERG Video Communication Server Expressway Application - 5 traversal calls	93%	\$17,800.00	\$10,113.64	1	\$10,113.64
1163402V01D	TANDBERG Video Communication Server Expressway Application CCS Domestic Customer Core	93%	\$3,250.00	\$2,907.89	1	\$2,907.89
1163402V07D	TANDBERG Video Communication Server Expressway Application CCS Domestic Onsite Inst.	93%	\$2,750.00	\$2,460.53	1	\$2,460.53
115600	Solution Bundle: TANDBERG Edge 95 MXP with PrecisionHD Camera - including NPP and MS	81%	\$11,400.00	\$7,125.00	3	\$21,375.00
115600V01D	TANDBERG Edge 95 MXP with PrecisionHD Camera - including NPP and MS CCS Domestic Customer Core	81%	\$1,490.00	\$1,333.16	3	\$3,999.47
115600V07D	TANDBERG Edge 95 MXP with PrecisionHD Camera - including NPP and MS CCS Domestic Onsite Inst.	81%	\$1,360.00	\$1,216.84	3	\$3,650.53
501687	Media P2 MXP(2 Mbps IP) including NPP and Synch Technology	71%	\$25,100.00	\$16,543.18	1	\$16,543.18
501687V31D	Media P2 MXP(2 Mbps IP) including NPP and Synch Technology CCS Domestic Customer Core	71%	\$1,380.00	\$1,234.74	1	\$1,234.74
501687V07D	Media P2 MXP(2 Mbps IP) including NPP and Synch Technology CCS Domestic Onsite Inst.	71%	\$1,300.00	\$1,163.16	1	\$1,163.16

Equipment/Services Total (US Dollar) : \$78,418.83

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Appendix B: Sample Insurance Certificate

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 04/14/2009			
PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 1850 North Central Avenue Suite 1700 Phoenix AZ 85004 USA PHONE (866) 283-7122 FAX (847) 953-5390				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED Insight Enterprises Inc and Calence LLC 910 Carver Road Tempe AZ 85284 USA				INSURERS AFFORDING COVERAGE		NAIC #			
				INSURER A: Federal Insurance Company		20281			
				INSURER B: Sentry Ins A Mutual Company		24988			
				INSURER C: Illinois Union Insurance Company		27960			
				INSURER D:					
				INSURER E:					
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
						LIMITS SHOWN ARE AS REQUESTED			
TYPE	CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS			
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSIC MADE <input checked="" type="checkbox"/> COVER <input type="checkbox"/> _____ <input type="checkbox"/> _____ (SEE A & B SEPARATE LIMIT APPLIED PER)	35780374	04/15/09	04/15/10	EACH OCCURRENCE	\$1,000,000		
						DAMAGE TO RENTED PREMISES (See schedule)	\$1,000,000		
						RENTAL AND LOSS OF USE	\$10,000		
						PERSONAL & ADV BODILY	\$1,000,000		
						GENERAL AGGREGATE	\$2,000,000		
						PRODUCTS - COMMER AGG	\$2,000,000		
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> CONVEALED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	35780374 71520761	04/15/09 04/15/09	04/15/10 04/15/10	COMBINED SINGLE LIMIT (See schedule)	\$1,000,000		
						BODILY INJURY (See schedule)			
						BODILY INJURY (See schedule)			
						PROPERTY DAMAGE (See schedule)			
		GARAGE LIABILITY				AUTOMOBILE - SA ACCIDENT			
						OTHER THAN SA ACC			
						AUTO ONLY			
A		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> COVER <input type="checkbox"/> CLASSIC MADE <input type="checkbox"/> RESPONSIBLE <input type="checkbox"/> EXTENSION	79812857	04/15/09	04/15/10	EACH OCCURRENCE	\$5,000,000		
						AGGREGATE	\$5,000,000		
B		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEE / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	900574903	04/15/09	04/15/10	<input checked="" type="checkbox"/> EMP. INJURY <input type="checkbox"/> EMP. DEATH <input type="checkbox"/> EMP. BENEFIT			
						<input type="checkbox"/> ALL SA/CA ACCIDENT <input type="checkbox"/> ALL THEFT/SA/CA/EMP/USE <input type="checkbox"/> ALL DAMAGE-POLICY LIMIT	\$1,000,000		
							\$1,000,000		
C		OTHER Prof. Liability	80821653135004	04/15/09	04/15/10	Per claim/Aggregate	\$10,000,000		
						DIR/Deductible	\$500,000		
DESCRIPTION OF OPERATIONS, ACTIVITIES, SERVICES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Evidence of Insurance									
CERTIFICATE HOLDER Evidence of Insurance AZ, USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY IF ANY CLAIM UPON THE POLICY IS TO AGENY OR REPRESENTATIVE					
				AUTHORIZED REPRESENTATIVE: <i>Aon Risk Insurance Services West, Inc</i>					
ACORD 25 (2001/08)						ACORD CORPORATION 1988			

Holder Identifier :

Certificate No : 570033963561



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