

February 6, 2013

Statement of Work # 11063493

NETWORK SUPPORT SERVICES

I. PARTIES:

**“Insight”**

Insight Public Sector, Inc.  
444 Scott Dr.  
Bloomington, IL 60108  
Attn: David Avila

**“Customer”**

County of Hidalgo  
100 N. Closner Blvd.  
Edinburg, TX 78539  
Attn: Renan Ramirez

II. **ENTIRE AGREEMENT:** This Statement of Work (“SOW”) is subject to the Contract for Products and Related Services, DIR Contract No. DIR-SDD-1369 dated May 13, 2010 (the “Agreement”) between Insight Public Sector, Inc. and State of Texas Department of Information Resources (“DIR”). This SOW, including the Agreement and all documents either attached or incorporated by reference, make up the entire agreement with respect to the subject matter in this SOW. Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW.

III. **SCOPE OF SERVICES:** Insight is pleased to perform the following services (“Services”) under the terms and conditions of this Statement of Work (SOW). For purposes of this SOW, Services do not include third-party branded services, software as a service (“SaaS”), or other cloud computing offerings.

A. **Service Description:**

Insight will meet the following Services objectives:

***Network Services Support***

- Provide network services support for Hidalgo County
- Provide troubleshooting for network routing and switching issues
- Document findings and recommendations

**Location**

The Services will be performed at the following Customer location(s):

- 100 E. Cano, 4<sup>th</sup> Floor, Edinburg, TX

B. **Project Management:** Insight will provide the following project management and technical direction:

- Serve as the primary point of contact on all project issues, needs and concerns
- Facilitate kickoff meeting to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and potential downtimes)
- Manage Customer expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Provide team leadership and guidance
- Identify, escalate, and document project issues as necessary
- Complete “Change Request” documentation as required

- Schedule and conduct team update/status meetings

**C. Insight's Responsibilities:** Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, project management, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Customer under this SOW.

**D. Customer's Responsibilities:** The estimated duration and associated fees presented in this SOW are based on the following Customer Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Customer is responsible for the following:

- Customer will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Developed Work upon notification of completion by Insight.
- Customer will provide Insight the necessary access to internal experts, location(s), all critical systems, applications, workspace and equipment required at each field location to complete the project.
- Customer will provide the necessary hardware, software, and tools required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- Customer agrees to hold information designated in writing as confidential or proprietary by Insight 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 the Customer's obligations hereunder and except as otherwise permitted by this SOW or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Insight, Customer shall promptly return or delete any such information which it has in its possession.

**E. Deliverables:** Insight will provide the following Deliverables:

- Documented findings and recommendations

**F. Resource Team:**

Project Sponsor, County of Hidalgo – Renan Ramirez  
Support Resource(s), County of Hidalgo – TBD  
Solutions Sales Executive, Insight – Adam Clark  
Account Executive, Insight – Diana Berger  
Consulting Services Manager, Insight – David Avila  
Sr. Project Manager, Insight – Maby Rosenbaum  
*SOW Prepared by, Insight – Jacki Donch*

**G. Change Request Procedure:** If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either Party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each Party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both Parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both Parties. If either Party rejects a request for a change in scope or if the

Parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

**IV. SCHEDULE:** The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

**A. Estimated Duration:** Insight will provide up to forty (40) work-hours. Services will be provided on an as-needed basis, subject to Vendor resource availability as determined in Vendor's discretion. Hidalgo County will notify Vendor, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 4 hours for onsite assistance, or 2 hours for telephone assistance. In the event Hidalgo County has not utilized the hours by 12/31/2013 any remaining hours will be forfeited.

Estimated Start Date: TBD

Estimated End Date: December 31, 2013

**V. PRICING/INVOICING:**

**A. Time and Materials:**

This engagement will be billed on a time and materials basis. Actual costs incurred by Customer will be based on the daily minimum listed in the Pricing Notes below or actual time worked, whichever is greater, plus any applicable travel-related charges and taxes.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
Network Maintenance Support	40	\$151.00	\$6,040.00
<b>Total Estimated Engagement Price</b>			

Note: The table above provides budgetary estimates only

**1. Pricing Notes:**

- a. Pricing is valid for 30 days from the date of this SOW.
- b. The estimated time to complete this engagement is approximately forty (40) total work hours. This estimated timeframe is based upon Customer providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete project.
- c. A minimum of 10 business days will be required to cancel/reschedule the project. If less notification is given, a cancellation/rescheduling fee equal to time expended and applicable travel expenses will be incurred, and Insight will have 10 business days to reschedule the project if required.
- d. Pricing is indicated as a time and materials rate with a 4-hour minimum (per day) for onsite resources.
- e. If an Insight engineer arrives on site per an agreed upon schedule and is unable to start or complete the project due to any Customer, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.

**B. Invoicing:**

Insight will invoice Customer on a monthly basis and will be required to pay each invoice within 30 days from the date that Customer receives the invoice, per Texas Government Code, chapter 2251.

**C. Invoicing Procedures (to be completed upon execution):**

**1. Method:**

**CUSTOMER TO SELECT ONE OPTION BELOW:**

**Mail Invoice** - Hard copy invoice will be mailed to:  
Company Full Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: Accounts Payable or: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Email Invoice** - Invoice copy will be sent electronically via e-mail to:  
\_\_\_\_\_

**Electronic Payment** - Invoice will be paid via credit or P-card.

Contact \_\_\_\_\_ at \_\_\_\_\_ for additional information.

**2. PO Process:**

**CUSTOMER TO SELECT ONE OPTION BELOW:**

Customer issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

**PO Number:** \_\_\_\_\_

**PO Release Number (if applicable):** \_\_\_\_\_

**Internal Billing Reference Number/Name:** \_\_\_\_\_

Customer does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

**VI. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS:**

**A. Project Kickoff:** A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

**B. Business Hours:** Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

**C. Travel Expenses:** Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense

reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**D. Project Specific Assumptions:** The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include availability of Customer personnel, equipment and telecommunication provider services. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
2. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight in writing. Insight will schedule resources upon receipt and acceptance of a fully executed SOW and a Purchase Order (to the extent required) from Customer. Insight will use commercially reasonable efforts to take into account Customer's schedule, but in all events the performance of the Services is subject to the availability of Insight personnel and resources, as determined by Insight.
3. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
4. Insight has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by Customer.
5. Each Party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
6. This engagement does not include:
  - a. Electrical or cabling services
  - b. Formal user training
7. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.

**E. Constraints:** Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

**F. Reference:** Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Customer.

**G. Case Study:** Upon successful completion of the engagement, Insight may ask Customer to serve as an account case study for Insight. If Customer agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Customer), in conjunction with Customer's name.

**BY SIGNING BELOW, THE UNDERSIGNED AGREE THEY ARE BOUND BY THE TERMS OF THIS SOW AND THE AGREEMENT.**

**INSIGHT**

**CUSTOMER**

By: \_\_\_\_\_  
*Authorized Representative*

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Authorized Representative*

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
<b>Customer</b>	<b>Original Project Name</b>	<b>SOW #:</b>	
<b>Insight Manager</b>	<b>Insight Consultant</b>	<b>Request Date</b>	
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
<u>Impact of Change</u>			
Project Schedule			
Project Pricing			
Quality Plan			
Other Plan			
<u>Required Deliverables</u>			
<input type="checkbox"/>	Statement of Work	<input type="checkbox"/>	Subcontract Agreement
<input type="checkbox"/>	Project Plan	<input type="checkbox"/>	Quality Plan
<input type="checkbox"/>	Project Schedule	<input type="checkbox"/>	Other
<u>Signatures</u>			
<b>Insight VP/ Director:</b>		<b>Date</b>	
			<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
<b>Print Name:</b>	<b>Title:</b>		
<b>Customer:</b>		<b>Date</b>	
			<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
<b>Print Name:</b>	<b>Title:</b>		