

AI-36844

16. U.

CC CONSENT

Meeting Date: 02/26/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to renew 40 hours of remote technical support and execute required agreement for the County wide network through our membership/participation with (DIR) Department of Information Resources awarded vendor Insight Public Sector, Inc. DIR-SDD-1369 in the total amount of \$6,040.00 through the following requisition #230412, effective upon approval (3-1100-415-00-200-002-0-336):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funding available through Requisition#230412 in the amount of \$6,040.00 as of 2/15/13 for Insight Public Sector, Inc.

Attachments

Requisition

Quote

Web Price

State Of Work

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/14/2013 02:59 PM
Budget & Management	Obdett Calzada	02/14/2013 03:19 PM
Erika Zamora	Erika Zamora	02/15/2013 09:59 AM
Auditor's Office	Angela Garcia	02/22/2013 05:31 PM
Form Started By: Matilde Faz		Started On: 02/06/2013 03:59 PM
	Final Approval Date: 02/22/2013	

Requisition

Req # 00230412

PO #

Date: 01/28/13

*Account
36844
2/19/13*

Bill To: x
x

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Vendor: 379093
INSIGHT PUBLIC SECTOR, INC.
6820 S. HARL AVENUE
TEMPE AZ 85283

Contract No: DIR-SDD-1369

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DIR-SDD-1369 QUOTE DB012813-1 DO NOT DUPLICATE ORDER CO TECHNICAL SUPPORT 40 HOURS Account No 3-1100-415-00-200-002-0-336 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	6,040.00 6,040.00 Total	6,040.00 6,040.00
			Encumbrance	
			Freight	.00

Authorized By: _____

Insight Public Sector
 6820 South Hail Avenue
 Tempe, A 85283

Sales Rep : Diana Berger
 Phone: 956-451-8628
diana.berger@insight.com

Design Associate: Jason Sawyers
 Phone: 800-467-4448 ext 6735
 Fax: 408-547-0327
jsawyers@insight.com



Sales Quote: DB012813-1
 Date: 1/28/2013
 Buyer: County of Hidalgo
 Name: Juan DeLeon
 Phone: 956-292-7010
 Email: juan@co.hidalgo.tx.us

Technical Support
 DIR Contract# DIR-SDD-1369

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
Technical Services	Technical Support - 40 Hours	1	\$ 10,000.00	39.60%	\$ 6,040.000	\$ 6,040.00

Sales Quote is valid for 30 days

TOTAL \$6,040.00

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Calence, LLC dba Insight Networking and the Texas Department of Information Resources. Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.
 CALENCE, LLC DBA INSIGHT NETWORKING SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A "PURCHASE ORDER"). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

Insight TOLA Rate Card
FY 2013- 9/14/2012

	DIR	DIR Rates
	Discount	LIST
ARCH SR.	29.50%	350.00
ARCH II	29.50%	250.00
ARCH I	29.50%	190.00
CON SR.	29.50%	200.00
CON II	29.50%	140.00
CON I	29.50%	100.00
PM	29.50%	145.00
PM SR.	29.50%	200.00
SERV TECH	29.50%	85.00
SERV TECH SR.	29.50%	125.00
PROJ COORD	29.50%	105.00
MGR. PROG.	29.50%	240.00

created by:

**APPENDIX C PRICING INDEX
TO DIR-SDD-1369
Amendment #2**

Calence LLC dba Insight Networking Manufacturer/Product Line/Product Category	Customer Discount % off MSRP
Hardware	
Cisco product (Texas based DIR Customer)	44.50%
Cisco product (Non-Texas based DIR Customer)	37.50%
Cisco Ironport Systems	24.50%
Maintenance	
Cisco maintenance (gov't)	18.50%
Cisco maintenance (education)	30.50%
Services	
Technical Services - Asset Management(Asset Tagging); Trade-In and Asset Disposal; Warehousing, Staging, Configuration & Integration Services; Professional Services; Project Management; Cabling Services; Training;	29.25%
Cisco Ironport Professional Services	0.50%

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Thursday, February 07, 2013 4:56 PM
To: 'Matilde Faz'
Subject: FW: Quote for 40 Hours of Technical Support
Attachments: Quote for Technical Support 40 Hours - 1-28-13.xlsx; DIR Services Rates 101212 CUST.xlsx
Importance: High

Maty,

Diana has sent a correction.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 Ext. 6017
f. 956.318.2152
[Hidalgo County, Texas](#)

From: Berger, Diana [mailto:Diana.Berger@insight.com]
Sent: Thursday, February 07, 2013 3:55 PM
To: Edna Kirby
Cc: Rosenbaum, Maby
Subject: FW: Quote for 40 Hours of Technical Support

CORRECTION

Edna,

I did not realize that we have a new rate chart for DIR and some of our titles/hourly rates have changed. I have attached the new rate chart and the updated quote. The quote amount to you did not change but the list price amount did.

Therefore, the hourly rate that you should use is Arch II which is \$250/hour x 40 hours = \$10,000.
The DIR discount is 29.50% so the customer amount is \$176.25/hour x 40 hours = \$7,050.
We are quoting \$151/hour x 40 hours = \$6,040.

Sorry for the confusion.

Thanks!

-db-

From: Berger, Diana
Sent: Thursday, February 07, 2013 2:57 PM
To: Edna Kirby
Cc: Rosenbaum, Maby
Subject: RE: Quote for 40 Hours of Technical Support

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, 4th 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
Total Estimated Engagement Price			

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.