

REQ. 319999

Insight Public Sector
6820 South Harl Avenue
Tempe, AZ 85283

Sales Rep : James Pearcy
Phone: (956) 793-5777
james.pearcy@insight.com

Design Associate: David Clark
Phone: 512-382-4480
Fax:
david.clark@insight.com



DIR-TSO-3691

Sales Quote: 091118HI
Date: 9/11/2018
Buyer: Hidalgo County
Name: Judith Escamilla
Phone: 956-205-7004
Email: judith.escamilla@co.hidalgo.tx.us

Part Number	Description	List Price	Discount %	Unit Price	Quantity	Extended Price
-------------	-------------	------------	------------	------------	----------	----------------

Ad Hoc Maintenance hours

Ad Hoc Maintenance Hours for Network and Voice
equipment

\$160.00 60 \$9,600.00


Sales Quote is valid for 30 days

TOTAL \$ 9,600.00

Zimbra

edna.kirby@co.hidalgo.tx.us

RE: Hidalgo County - VM environment

From : Percy, James <James.Percy@insight.com> Tue, Sep 25, 2018 01:30 PM
Subject : RE: Hidalgo County - VM environment  3 attachments
To : edna kirby <edna.kirby@co.hidalgo.tx.us>, Lopez, Steve <Steve.Lopez@Insight.com>
Cc : judith escamilla <judith.escamilla@co.hidalgo.tx.us>, leonel torres3 <leonel.torres3@co.hidalgo.tx.us>, luis izaguirre <luis.izaguirre@co.hidalgo.tx.us>, renan ramirez <renan.ramirez@co.hidalgo.tx.us>

Edna,
Yes, I have attached the SOW for a signature. Let me know if you have any other questions. Thank you for the business!! Have a great afternoon!

Thanks,



James Percy, M.Ed. | Field Account Executive (SLED) | Insight Public Sector
w. 956.661.5519 | c. 956.793.5777 | james.percy@insight.com | ips.insight.com

Quote requests can be sent directly to teampercy@insight.com

From: edna kirby <edna.kirby@co.hidalgo.tx.us>
Sent: Tuesday, September 25, 2018 1:11 PM
To: Percy, James <James.Percy@insight.com>; Lopez, Steve <Steve.Lopez@Insight.com>
Cc: judith escamilla <judith.escamilla@co.hidalgo.tx.us>; leonel torres3 <leonel.torres3@co.hidalgo.tx.us>; luis izaguirre <luis.izaguirre@co.hidalgo.tx.us>; renan ramirez <renan.ramirez@co.hidalgo.tx.us>
Subject: Re: Hidalgo County - VM environment
Importance: High

James,

Does Quote 091118HI require any kind of signatures or SOW signed?

September 18, 2018

Statement of Work # 24675320

Network Support Services

1. PARTIES

"Insight"

Insight Public Sector, Inc.
6820 S. Harl Avenue
Tempe, AZ 85283
Attn: Scott Trinkle

"Customer"

Hidalgo County
100 N. Clossner Boulevard
Edinburg, TX 78539
Attn: Judith Escamilla

2. ENTIRE AGREEMENT

This Statement of Work ("SOW") is effective as of the date a valid Purchase Order ("PO") is received and accepted by Insight ("SOW Effective Date") and is subject to the Contract for End-User IT Outsourcing, DIR Contract No. DIR-TSO-3691 dated January 17, 2017 (the "Agreement") between Insight Public Sector, Inc. and State of Texas Department of Information Resources.

This SOW, including the Agreement and all documents either attached or incorporated by reference, forms the entire agreement with respect to the subject matter in this SOW. If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW. Any general description of the services or results thereof contained in any executive summary or related information accompanying this SOW, is for informational purposes only and does not constitute part of the agreement between the parties or, modify any agreement or SOW between the parties.

3. SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

- Provide network support for Customer

3.1.1. Scope and Approach

Insight will perform the following Services:

1. Provide up to 60 hours of network consulting support, on an as-needed basis, which may include the following:
 - General support and troubleshooting for Cisco Voice over IP issues
 - General support and troubleshooting for all Cisco networking devices
 - Troubleshooting for network routing and switching issues
 - Backup and documentation of final device configurations
 - Documentation of findings and recommendations
 - General network consulting

3.1.2. Location

The Services will be performed remotely and/or at the following Customer location(s):

- Edinburg, TX

3.2. Project Management

Insight will provide the following project management and technical direction:

Project Manager

- Be the primary point of contact to Customer on all project issues, needs, and concerns
- Conduct an initial kickoff meeting to review scope, set expectations, and perform other pre-planning activities prior to the start of the project
- Complete change-request documentation, as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate, and document project issues, as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Customer and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Customer's designated project representative
- Prepare written status reports for Customer at mutually agreed-upon intervals

3.3. Deliverables

Insight will provide the following Deliverables:

Project Management

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

3.4. Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials 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.

3.5. Customer 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:

1. 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 Deliverable upon notification of completion by Insight.
2. If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
3. Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, LAN connectivity, printer access, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Customer.
4. Customer will provide the necessary hardware, software, tools, and permits 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.
5. Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
7. If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
8. Customer is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
9. Customer is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Customer's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
10. Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation and technology, necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.

11. 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.

3.6. 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. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
2. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. 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.
4. The following are considered out-of-scope and are not part of the Services:
 - a. Formal user training
 - b. Electrical or cabling services

3.7. Change Request Procedure

If either party identifies alterations to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form. A Change Request Sample is included as an attachment.

Change Request Forms are proper in the following examples as well as other situations identified by the Parties:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where change over time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided or the nature of services provided at a site

Each party's respective management will review the Change Request Form to determine whether a modification to the scope is necessary and what effect the implementation of such a 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 Insight believes an operational change is required and Customer does not agree to the change (or the applicable change request), Insight will be relieved of any affected Service Levels. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service. Notwithstanding the foregoing, Insight may make changes to the Services, the standards, operation procedures, allocation and quantity of system resources used, and administrative processes that do not have a material adverse effect on the Service Levels or cause an increase to the fees without the consent of Customer.

Note: When the Agreement expires, no Change Requests for additional services will be accepted.

4. SCHEDULE

4.1. Start Date

The project start date will be mutually determined upon receipt of a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

If Customer causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Customer will incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Customer requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

4.2. Term

Insight will provide up to 60 work-hours of Services on an as-needed basis, subject to Insight resource availability as determined in Insight's discretion. Customer will notify Insight, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 2 hours for onsite assistance, or 1 hour for remote assistance. In the event Customer has not utilized the hours by March 31, 2019, any remaining hours will be forfeited.

5. PRICING/INVOICING

5.1. Time and Materials

Services will be provided on a time and materials basis. Costs incurred by Customer will be based on the Terms Section above, or actual time worked, whichever is greater. Customer will not reimburse Insight for travel expenses, if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
Architect	60	\$160.00	\$9,600.00
Total Estimated Amounts	60		\$9,600.00

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

5.1.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

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

5.2. Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.
2. Pricing and estimated time to complete this engagement are based upon Customer providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
3. Customer acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Customer cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Customer shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Customer cancels this engagement less than 3 business days prior to the start date of this engagement, Customer shall pay Insight all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
4. 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.
5. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities. 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).

6. SPECIAL TERMS AND CONDITIONS

6.1. 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).

6.2. 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.

6.3. Travel Expenses

Travel expenses, if applicable, are not reimbursable.

6.4. 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.

6.5. 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.

6.6. 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.

7. DOCUMENT MANAGEMENT

Role	Party	Name
Project Sponsor	Hidalgo County	Judith Escamilla
Services Account Executive	Insight	Scott Trinkle
Account Executive	Insight	James Percy
Technical Approver	Insight	David Avila
Service Leaders	Insight	David Avila and John Brooks
Scope and Price	Insight	Steve Lopez
Contract Specialist	Insight	Danielle Lonson

8. PO IN LIEU OF SIGNATURE

The receipt and acceptance of PO # _____ acknowledges and binds Customer to the provision of services as described in this SOW, and the terms and conditions of the Agreement. This acknowledgement and agreement is in lieu of a signature by the respective parties. Unless otherwise agreed, in the event of any conflict between the SOW and the Agreement, the parties agree the Agreement will govern with respect to such conflict.

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

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 email to:

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 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.

9. ATTACHMENT – CHANGE REQUEST SAMPLE



CHANGE REQUEST FORM CHANGE REQUEST #		
Customer	Original Project Name	Original SOW Number
Insight Services Manager	Customer Project Sponsor	Request Date
Purchase Order to Apply to Changes:	State/Federal Contract Reference (if applicable)	
Change Request Summary		
Original Scope Task		
Reason for Change		
Description of Change		
Project Schedule		
Project Pricing		
Deliverables		
Signatures		
This is a sample CR - not for execution.		