

March 13, 2019

**U.S. Communities Government Purchasing Alliance 4400006644  
(RFP2000001701)  
Statement of Work # 25190297**

**PARKS AND OLD ROUND ROCK LINKS**

**1 PARTIES**

**“Insight”**

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

**“Client”**

Williamson County  
701 S. Main Street  
Georgetown, TX 78626  
Attn: Thomas Gillespie

**2 SCOPE OF SERVICES**

Insight is pleased to perform the following services (“Services”) under the terms and conditions of this Statement of Work (“SOW”).

**2.1 Service Description**

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

- Design and deploy a wireless network architecture in alignment with industry best practices
  - Install an unlicensed PTP link from Parks to Prime Tower
  - Install an unlicensed PTP link from Old Round Rock to Prime Tower
  - Install a licensed PTP link from Prime Tower to Taylor Tower to Taylor Annex Relay

**2.1.1 Location**

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

- Georgetown, TX
- New links are:
  - Old Round Rock to Prime Tower
  - Parks to Prime Tower
  - Prime Tower to Taylor Tower
  - Taylor Tower to Taylor Annex Relay

**2.1.2 Scope and Approach**

Insight will perform the following Services:

**Review**

***Wireless***

*Architecture Design and Deploy*

- Determine and document wireless network requirements
- Identify and document key user communities and applications

- Gather existing network diagrams and other documentation describing the current technical environment
- Review Client security requirements that impact wireless network configuration and operation
- Review current network architecture and design
- Confirm project objectives, assumptions, and scope
- Identify issues and risks
- Identify wireless Client devices to be used
- Review Access Point (“AP”) complex physical installation locations
- Review bridge AP Power over Ethernet (“PoE”) availability

## **Plan**

### ***Wireless***

#### *Architecture Design and Deploy*

- Develop implementation plan to align with Client needs
- Create test plan to validate configuration and function
- Agree upon change control process to minimize impact of the changes

## **Design**

### ***Wireless***

#### *Architecture Design and Deploy*

- Provide Microwave Link Design Services
  - Develop a link budget for 4 links to determine expected throughput and antenna size to achieve desired bandwidth and availability
  - Review information provided and perform in field survey of the locations where equipment will be installed (Field survey to occur at time of installation)
  - Determine installation materials required to include antenna mounts, cable, connectors and cable routing paths
  - Perform reviews of the design and estimates with Client, as required

## **Implement**

### ***Wireless***

#### *Architecture Design and Deploy*

- Implement Microwave Link Installation Services
  - Order and inventory all equipment provided in the bill of materials
  - Reposition and re-align the existing SLED and Radio at Taylor Annex to point B11 radio and antenna to the Taylor Tower location
  - Reposition and re-align the existing B11 radio and antenna at Prime Tower to point to the Taylor Tower location
  - Install 2 new B11 radios and antennas at the Taylor Tower location
    - Point 1 radio/antenna to the radio/antenna at Prime Tower and the other radio/antenna to the radio/antenna at Taylor Annex

- Install 1 new outdoor grade Cat6 cable with shielded connectors at each of the new 6 radio locations (2 at Prime, 1 at Old Round Rock, 1 at Park, and 2 at Taylor Tower)
- Install 2 Tower Mounts for Radio equipment at the Prime Tower location, install 1 Tower Mount for Radio Equipment at the Parks Tower location and install 2 Tower Mounts for Radio Equipment at the Taylor Tower location
  - Re-use existing Tower Mount at Round Rock location
- Install 4 B5 Unlicensed Radios with mounting hardware and antennas (2 at Prime, 1 at Old Round Rock, and 1 at Park)
- Install 2 B11 Licensed Radios with mounting hardware and antennas at the Taylor Tower location
- Weatherproof all connectors
- Install ground wire and surge protection
- Align antennas between sites to achieve link budget requirements
- Provide license registration services for the Prime to Taylor Tower Link and the Taylor Tower to Taylor Annex link.
- Perform post installation testing and documentation.

## **Operate**

### ***Wireless***

#### *Architecture Design and Deploy*

- Identify future network considerations

## **2.2 Project Management**

Insight will provide the following project management and technical direction:

### **Project Manager**

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor and manage changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes

## **2.3 Deliverables**

Insight will provide the following Deliverables:

### **Overall Project**

#### ***Wireless***

##### *Architecture Design and Deploy*

- Detailed wireless architecture design and deployment report containing the following:
  - Google Earth picture of the link
  - Link budgets for the link
  - Antenna specifications
  - Component specifications
  - Cabling and grounding diagram
  - Post installation photos showing placement of equipment
  - Bill of materials required for installation
  - License registration information
  - Post installation test results

### **Project Management**

#### ***Project Manager***

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

## **2.4 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 Client under this SOW.

## **2.5 Client Responsibilities**

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

Client is responsible for the following:

1. Client shall be responsible to provide a project point of contact with decision-making authority to support the scope of services described in this SOW and shall ensure that the proper personnel are reasonably available to review each completed Milestone, Service or Deliverable upon notification of completion by Insight.
2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with applicable details regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.

3. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either on-site direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, and others costs may be incurred and due to Insight by Client.
4. If applicable, Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. If applicable, Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. If applicable, Client 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. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
9. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
10. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight in order to provide Services as described, (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 Client's information, documentation and technology, necessary for Insight to perform the Services as described, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client'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 Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

## **2.6 Resource Team**

Project Sponsor, Williamson County – Thomas Gillespie  
 Services Account Executive, Insight – Scott Trinkle  
 Account Executive, Insight – Christine Ricker  
 Services Director, Insight – John Brooks  
 Services Manager, Insight – Jennifer Pless  
*SOW Prepared by, Insight – Scott Trinkle and Jeanette Dunham*

## 2.7 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.

Note: When contract 4400006644 (RFP2000001701) expires, no Change Requests for additional Services will be accepted.

## 3 SCHEDULE

### 3.1 Start Date

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 receipt of both documents may be required for scheduling purposes.

### 3.2 Estimated Duration

The Project’s duration will be approximately 3 weeks.

## 4 PRICING/INVOICING

### 4.1 Fixed Fee

As consideration to Insight for performance of the Services, Client shall pay Insight the following fixed fee:

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$58,632.00	15%	\$49,837.20	\$37,840.00
<b>Total Fixed Fee</b>				<b>\$37,840.00</b>

The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will not reimburse Insight for travel expenses, if any are required. Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

### 4.2 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 Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.

3. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Client cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Client shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Client cancels this engagement less than 3 business days prior to the start date of this engagement, Client 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 Client, 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. This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. 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 Client personnel, equipment, and facilities.
7. In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to [www.uscommunities.org](http://www.uscommunities.org).

### **4.3 Invoicing**

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any travel-related expenses and taxes incurred (if applicable).

## **5 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS**

### **5.1 Order of Precedence**

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) shall prevail.

### **5.2 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).

### **5.3 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.

### **5.4 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. It is assumed that all towers are climbable with necessary safety lines.
2. It is assumed there is clear line of sight between radio locations and free and clear access to all installation locations.
3. It is assumed that all network switches are configured and provided by others.

4. It is assumed all cable runs are less than 300 ft.
5. It is assumed power is available within 3 ft of POE injector locations.
6. It is assumed that existing patch panels are in place for cable terminations.
7. It is assumed the existing standoff bracket at the tower end can be used to mount radio and antenna equipment.
8. It is assumed there is a 10-ft x10-ft flat surface on each building that requires a non-penetrating sled mount.
9. Price does not include any conduit or electrical work.
10. Insight is not liable for any damage associated with remove of radios or antennas.
11. All Services included in this SOW will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight and Vendor in writing.
12. Bucket trucks, if required, are provided by others.
13. Links are using unlicensed frequencies, so bandwidth will be based on clear channels available.
14. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Client-owned product and material during any phase of the project/program.
15. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
16. 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.
17. This engagement does not include:
  - a. Wireless RF assessment services
  - b. Wireless architecture assessment services
  - c. Electrical or cabling services
  - d. Formal user training

### **5.5 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.

### **5.6 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 Client.

### **5.7 Case Study**

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

### **5.8 Terms and Conditions**

The General Terms and Conditions attached are incorporated and made part of this SOW.

## General Terms and Conditions

**1. Entire Agreement.** The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400006644 (RFP2000001701) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) will prevail.

**2. Term.** This SOW begins on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

**3. Termination.** Insight or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.

**4. Invoicing/Payment.** Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

**5. Services.**

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

**6. Limited Service Warranty.** Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

**7. Warranty Disclaimer.** THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

**8. Remedies.** In addition to the remedies contained in Contract 4400006644 (RFP2000001701), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

**9. Confidential Information.** Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

**10. Indemnification.** See Contract 4400006644 (RFP2000001701) for Indemnification provisions.

**11. Limitation of Liability.** See Contract 4400006644 (RFP2000001701) for Limitation of Liability provisions.

**12. Security and Backup.** Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

**13. Insurance.** See Contract 4400006644 (RFP2000001701) for Insurance provisions.

**14. Notices.** Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

**15. Governing Law.** This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

**16. Non-Solicitation & Non-Hire.** Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

**17. General.** Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for

any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

***Signature Page Follows***

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

**Invoicing Procedures:**

**1. Method (Client 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:  
 \_\_\_\_\_

**2. PO Process (Client to select one option below):**

Client 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:** \_\_\_\_\_

Client 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.

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400006644 (RFP2000001701) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

**INSIGHT**

**CLIENT**

By:   
John Brooks (Jun 20, 2019)  
 \_\_\_\_\_  
*Authorized Representative*

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

Print Name: John Brooks

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

Title: Services Director

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

Date: Jun 20, 2019

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

**Attachment 1**



CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name	Original SOW #:	
Insight Services Manager	Client Project Sponsor	Request Date	
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:		Title:	
Client Authorized Signer:		Date:	
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# Williamson County-Parks and Old Round Rock Links-SOW-25190297

Final Audit Report

2019-06-20

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