



Insight Client Account Number	0010783179
Statement of Work #	4010093802
State/Fed Contract	OMNIA Partners-IT Products & Services-23-6692-03-61002391

**Statement of Work**  
**("SOW")**

**Parties and addresses for notice:**

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name: City of Greenfield
Primary contact: Anjani Asthana	Primary contact: Rob Souchon
Address: 2701 E. Insight Way Chandler, AZ 85286	Address: 10 S. State Street Greenfield, IN 46140
Email: <a href="mailto:anjani.asthana@insight.com">anjani.asthana@insight.com</a>	Email:

**Client Invoicing and PO Information:**

**The Client must complete the Client Invoicing and PO Information sections below before this SOW can be processed.**

Invoicing Method (Client MUST select ONE option below.)	PO Information (Client MUST select ONE option below.)
<input type="checkbox"/> <b>Mail Invoice</b> – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	<input type="checkbox"/> <b>Client issues system-generated POs for service engagements.</b> 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 copy of the PO is received. To avoid delays, please provide a copy of the PO at the time of execution. PO number:
OR <input checked="" type="checkbox"/> <b>Email invoice</b> – Invoice copy will be sent electronically via email to:	OR <input checked="" type="checkbox"/> Client does NOT issue system generated POs for service engagements.
OR <input type="checkbox"/> <b>Submit invoice via VMS/Client Portal</b> – Please provide name of VMS/Portal as well as any relevant details/instructions:	Internal billing reference, if required by Client: _____ 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.

**Agreed and accepted:**

Insight	Client
Authorized signature:	Authorized signature: _____
Name:	Name: _____
Title:	Title: _____
Date:	Date: _____

This Statement of Work ("SOW") is effective as of the date last signed above ("SOW Effective Date") and shall be governed by the OMNIA Partners-IT Products & Services-23-6692-61002391, dated May 1, 2023 (hereinafter, the "Agreement").

## 1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

## 2. Definitions

- a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.
- b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

## 3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

### 3.1. Service Description

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

1. The Services as outlined in the Exhibit(s) of this SOW.

#### 3.1.1. Location

Performance of the Services will be remote.

### 3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

### 3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in this SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

### 3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

### 3.5. Client Responsibilities

Client is responsible for the following:

1. Client 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, Client will provide site contacts for each Client 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 Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required to start, and complete, the project as detailed herein. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.

4. 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 are defined as any items purchased, owned, and/or provided by Client (or others) that insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) 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.
8. Client 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 Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following Organizational Change Management ("OCM") related tasks:
  - a. Stakeholder Engagement, including but not limited to:
    - i Stakeholder analysis, use case development, and/or persona/user segmentation activities
    - ii Stakeholder engagement plan including scheduling of any activities
  - b. Communications, including but not limited to:
    - i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
    - ii Execution/creation of any content outlined in the communications plan
    - iii Communications T-minus schedule
  - c. Training, including but not limited to:
    - i Training plan and schedule
    - ii Training content planning, creation, and/or execution
  - d. Adoption, including but not limited to:
    - i Creation or execution of a governance plan
    - ii Creation or execution of a post-project end-user adoption plan

### **3.6. Assumptions**

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. Outside the scope of this SOW, 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 Client, 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. Insight's work effort and pricing are based on the parameters, and the acceptance of the parameters, detailed in this SOW. Insight does not assume risk for unknown variables that could not be defined at the time this document was written. If any technical, functional, or content requirements change, all pricing, work effort, and delivery dates are subject to change and may, at Insight's sole discretion, require a Change Request.
5. This SOW assumes a contiguous effort; any Client-initiated delays in the project or stoppage not arising from Insight's acts or omissions will be presented to Client as a Change Request.
6. Client is responsible to keep the team engaged for the agreed upon duration without unplanned delays. A Change Request will be required if the project team is to be placed on hold for 1 week (5 business days) or longer. A Change Request will be required for any unscheduled delay (notification is required at least 5 days in advance) of 3 or more days due to Client delays that are unrelated to Insight team performance. Any scheduled delay of 5 or more business days or project holds may result in team reassignment that will delay re-engagement.
7. In the event of a work stoppage, outside of Insight's control, a remobilization fee might be required and will be invoiced for each instance.

### **3.7. Change Request Procedure**

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request ("CR") in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- 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 changeover 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

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

### **3.8. 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).

### **3.9. 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 at least 20 business days from receipt of both documents may be required for scheduling purposes.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule, including the agreed upon Start Date, that prohibits Services from being delivered as scheduled, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, and new resources may be assigned.

### **3.10. Term**

The term of the Services will start on the Effective Date and end 1 week thereafter (the "Term").

## 4. Pricing and Payments

### 4.1. Time and Materials

Services will be provided on a time and materials basis. Costs incurred by Client will be based on actual time worked. Client 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
Delivery Engineer	8	\$306.90	\$2,455.20
Project Manager	2	\$212.85	\$425.70
<b>Total Estimated Amounts</b>	<b>10</b>		<b>\$2,880.90</b>

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

#### 4.1.1. Invoicing

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

### 4.2. Pricing Notes

1. Insight delivers solutions and services with an international workforce. This project has been estimated accordingly. Client must inform Insight immediately regarding any internal restrictions or policies concerning use of offshore resources as such restriction will impact the project as estimated.
2. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
3. Travel expenses, if applicable, are not reimbursable.
4. Resource time for project-related meetings, onboarding, and Client required training (if applicable) will be invoiced as part of the Services.
5. 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. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of 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 OMNIA. Registration can be completed by going to <https://www.omniapartners.com/publicsector>.

### 4.3. Client Work Product

Client retains all right, title, and interest in Client's proprietary information ("Client Proprietary Information"), including such Client Proprietary Information contained in the Deliverables resulting from the Services described in and delivered pursuant to this SOW ("Work Product").

Insight retains all right, title, and interest in, without limitation, any work of authorship (including computer software), schema, invention, process, device, apparatus, schematic or technical information, report, documentation, workflow, know-how, and best practice, that is invented, created, authored, or reduced to practice by Insight, and that is included in the Work Product or is used by Insight to carry out the Services described in and delivered pursuant to this SOW ("Insight IP").

Except as set forth herein, Insight hereby grants to Client a worldwide, non-exclusive, non-transferable, royalty-free, perpetual, without the right of sublicense, license to use Insight IP that is included in the Work Product in the course of Client's internal, business operations, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis. Insight reserves the right to revoke the foregoing license for non-payment of required fees under this SOW.

## 5. Exhibit – Project Management

### Project Manager

Will provide the following project management and technical direction:	Insight	Client
Serve as the primary point of contact on all project issues, needs, and concerns	X	
Provide team leadership and guidance	X	
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)	X	
In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones	X	
Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed	X	
Manage Client expectations and satisfaction throughout the life of the project	X	
Schedule and coordinate the necessary resources to support the project	X	
Schedule and conduct project team update/status meetings	X	
Prepare written status reports for Client at mutually agreed-upon intervals	X	
Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete CR documentation as required; and obtain signed CRs for mutually agreed upon changes	X	
Facilitate closeout meeting, as needed	X	
Project Management Deliverable: Communications/escalation contact list	X	
Project Management Deliverable: Weekly status reports on the progress of the project	X	

If applicable, perform the following activities related to OCM outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:

- Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
- Track the following decisions and deliverables as part of the project plan:
  - Plans for stakeholder engagement, communications, content planning, training, and adoption
  - T-minus schedules for stakeholder engagement, communications, and training
  - Technical dependencies related to OCM activities

### 5.1. Project Contacts

Contact Name	Contact Email
Client Sponsor – Rob Souchon	
Client Executive – Anjani Asthana	<a href="mailto:anjani.asthana@insight.com">anjani.asthana@insight.com</a>
Services Manager – Scott King and Brooke Munier	<a href="mailto:scott.king@insight.com">scott.king@insight.com</a> , <a href="mailto:brooke.munier@insight.com">brooke.munier@insight.com</a>

## **6. Exhibit – Training for VMWare Upgrade**

### **6.1. Service Description**

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

- Provide 8 hours of remote VMware training

### **6.2. Scope and Approach**

Insight will perform the following Services:

- Provide a delivery engineer to provide the following;
  - VMware training for the Client team

#### **6.2.1. Out of Scope**

1. The following are considered out-of-scope and are not part of the Services:
  - a. Electrical or cabling services
  - b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section are considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request Form process.

### **6.3. Deliverables**

Deliverables, if any, will be agreed upon by both parties in writing.