

March 30, 2022

Omnia Partners 4400006644
(RFP2000001701)
Statement of Work # 4010049008

Teams Implementation

1. PARTIES

"Insight"

Insight Public Sector, Inc.
13755 Sunrise Valley Drive, Suite 750
Herndon, VA 20171
Attn: Nate Stromberg

"Client"

City of Duluth
411 W. 1st Street
Duluth, MN 55802
Attn: Elysia Hoium

2. SCOPE OF SERVICES

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

2.1. Service Description

Client is currently migrating to Exchange Online and decided to further utilize Microsoft Office 365 services. The next phase of the journey to Office 365 is to enable the modern work using SharePoint and Teams collaboration.

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

- Baseline configuration of Microsoft Teams
- SharePoint taxonomy and governance
- Adoption and change management pertaining to Teams and SharePoint

2.1.1. Scope and Approach

2.1.1.1. Microsoft 365

Assessment

SharePoint Taxonomy and Governance (T&G)

- Gather business and identify requirements for:
 - Schedule key stakeholders to be interviewed
 - Existing Client provided data
 - Existing processes to be recreated or upgraded
- Document business processes, stakeholder interviews, critical requirements, and needs

SharePoint Online Build and Configuration

The SharePoint assessment will assess how SharePoint is used and identify known risks.

- Review recommended best practices and approach for SharePoint Online
- Review options and supported path for adoption of SharePoint Online services
- Discuss options and recommendations for taxonomy and governance review Microsoft Teams
- Assess business, feature, and security requirements

Microsoft Teams

- Assess business, feature, and security requirements
- Assess coexistence/migration from Skype for Business
- Assess Client deployment options
- Review DNS and federation options
- Review conferencing as well as cloud voice capabilities and features

Design and Planning

SharePoint Taxonomy and Governance

- Gather business requirements:
 - Identify and schedule key stakeholders to be interviewed
 - Perform analysis of source environment (network file shares and home drives)
 - Document business processes, critical requirements, and needs
- Design and plan taxonomy and governance:
 - Operational, support policies, security, and permission structure
 - Enterprise search and crawl configuration
 - Site content planning and administration
- Assess the current environment against Insight recommended best practices

SharePoint Online Build and Configuration

- Design and plan SharePoint Online configuration within the Client's Microsoft 365 tenant
- Ensure synchronization of user identities to Microsoft 365 is complete
- Provide site content planning and administration
- Provide data organization, mapping, planning
- Configure external sharing and apply associated security parameters:
 - Pre-provision guest accounts in Azure AD for extranet/B2B site collection(s) (if applicable)

Information and Logical Architecture

- Discuss agreed upon information architecture which will be used for data mapping efforts
- Discuss modern vs. classic user interface and decide on which to use moving forward
- Discuss communication sites and hub sites and respective use cases
- Define sensitive information types (up to 5)

Microsoft Teams

- Design and plan Microsoft Teams in Client's Microsoft 365 tenant
- Collaboration
 - Design Teams taxonomy and governance
 - Ownership and adoption
 - Data organization

Implementation

SharePoint Online Build and Configuration

- Configure SharePoint Online within Microsoft 365 tenant
 - Personal sites
 - User profile service application
 - Microsoft 365 administration toolsets
 - External sharing
- Implementation and configuration of eDiscovery
 - Configuration of eDiscovery center(s)
 - Configuration of discoverable content (SharePoint/file servers, Exchange)
 - Configuration of permissions to eDiscovery
 - Configuration of 1 out-of-the-box DLP policy
 - Demonstrate capabilities in “place hold”
 - Demonstrate DLP capabilities

Microsoft Teams

- Collaboration
 - Taxonomy and governance
 - Operational and support policies
 - Permissions, ownership, and adoption
 - External sharing/access

2.1.2. Adoption and Change Management (“ACM”)

ACM Phase I Envisioning

Adoption Workshop

This 2-hour workshop is meant to align the project team and the business to identify needs, gaps, and opportunities associated with the change. The workshop consists of 1 or 2 meetings (up to 4 hours total) that will provide the following:

- Overview of adoption approach
- Vision and expected outcomes
- Sponsor/leadership roles
- Stakeholder engagement review
- Governance approach
- Success planning

Discovery and Requirements Gathering

During the envisioning phase, Insight will perform discovery and gather requirements for:

- Existing OCM processes
- Stakeholders, including end-user categorizations and regional requirements
- Governance and records management policies that impact end-user experience (applicable to SharePoint only)
- Communications, adoption, training, and support plans requirements including:

- Timelines and determination of dependencies for execution of change plan
- Discovery of existing resources and communications channel recommendations and creation of deployment content for pilot:
 - Microsoft 365
 - Online resource/central repository as single-source-of-truth for pilot users that fosters a culture of self-help and peer-collaboration
- Training content requirements by stakeholder group

ACM Phase II Planning

Insight will work to draft and deliver an organizational change management plan during Phase II. The plan will include documentation in the areas below and a draft tracking mechanism for all phases, tasks, and content needs.

- Communications plan that includes:
 - Communication channels
 - Communication approach, including phases, marketing/awareness, email, and champion/subject matter expert engagement
 - Stakeholder definitions/needs and engagement and implementation plan
 - Example/draft communications
 - Recommended t-minus communication schedule
 - Online resource planning using existing collaborative technology (typically using Microsoft Teams or SharePoint Online), generally referred to as the "Microsoft 365 End User Community" that includes:
 - Project plan information
 - Links to training resources
 - Support resources
 - FAQs
- Champion/SME community planning that includes:
 - Champion/SME (Champion) charter
 - Engagement plan and recommendations for identification of Champions/SMEs
 - Communications and training plans specific to Champions/SMEs
 - Recommendations for ongoing engagement and adoption activities

NOTE: SME communities are an important part of ensuring both a successful implementation and long-term, sustainable adoption of workloads that drive productivity, returns on your Microsoft investment, and more. Insight recognizes that the complexity and time that can be associated with establishing this type of program. Insight's goal for the efforts during this engagement is not to execute a complete SME/Champion program, but to provide Client with tools and information needed to establish a solid foundation for adoption of technology across the organization. Insight can offer long-term assistance with these programs through our services and Managed Adoption programs.

- Training plan that includes:
 - Identification of training content that is publicly available or already available through Client's training tools
 - Insight is not responsible for configuring or distributing training content via Client's intranet or learning management systems but will make recommendations for content and training programs

- Needs for how-to/best practice documentation – up to 5 custom documents related to Client-specific end user facing instructional documentation
 - Custom documents are limited to .doc, .ppt, or documentation for print/email or presentation only
 - Creation of online or video content is not included as part of this engagement but can be scoped separately if required via a Change Request or separate Statement of Work
- Awareness assets (digital displays, social media badges, etc.) to be distributed internally by Client
- T-minus training schedules and relevant project milestones
- Support recommendations including:
 - Support model
 - Links to publicly available KBA/troubleshooting content
 - Workflow for day-1 support
 - End-user support training for support staff (to be carried out by Client)
- Adoption/success measurement recommendations for:
 - Post-implementation/ongoing adoption activities
 - Success indicators
 - KPI/success measurement best practices:
 - End user satisfaction
 - End user engagement and measurement of usage

Client responsibilities during this phase:

- Provide single-point-of-contact resource familiar with IT and business processes, organizational structure, and project needs and requirements
- Access to senior level resources in the areas of support, training, and corporate communications who can validate information gathered during Phase I
- Provide Insight resources with access to tools as needed

ACM Phase III Implementation

- Development of Microsoft 365 End User Community in SharePoint or Microsoft Teams including:
 - Site taxonomy and permissions design
 - Creation of related SharePoint lists, and libraries
 - Branding using out-of-the-box features
- Execution of training plan including:
 - Creation of training content per plan limited to 5 items
 - Creation of presentation content per plan (up to 3) for webcasts and in-person training to be delivered to end-users by Client
 - Finalization of end-user training content from third-party/publicly available training material
 - Finalization of training schedule
- Execution of communication plan, including:
 - Finalization of draft communications and content

- Finalization of communication schedule
 - Work with Client resources to distribute awareness campaign materials and content
- Success measurement:
 - Review usage reporting options in Microsoft 365

Client responsibilities during this phase:

- Provide single-point-of-contact to coordinate approval of communications and training content via Client's defined processes
- Resources for training initiatives
- Provision SharePoint Online site for Microsoft 365 End User Community
- Provide Insight resources with access to tools as needed

2.1.3. Production Implementation

- Production implementations for up to 100 users include:
 - Execute communication plan for notifying users of upcoming changes
 - Execute production implementation for up to 100 users
 - Conduct user acceptance testing per defined schedule:
 - Remediation of issues where applicable
 - Acknowledge final UAT sign-off

2.1.4. Location

Performance of the Services will be remote.

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
- 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
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals

- Monitor, manage, and communicate 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
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("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

2.3. Deliverables

Overall Project

- As built/configured document for the implemented technologies:
 - SharePoint Online Build and Configuration
 - Communications plan
 - SharePoint taxonomy and governance plan
 - Microsoft Teams

SharePoint Taxonomy and Governance

- SharePoint taxonomy and governance PowerPoint slides

Organizational Change Management

- Phase I and II
 - Microsoft 365 vision statement and requirements
 - Microsoft 365 application end-user use cases
 - Organizational change management plan encompassing the items above
 - Draft task/content tracking plan
- Phase III
 - Fully executed content and task plan
 - Fully executed communications, draft through delivery to end-user
 - Training content indicated above
 - Post roll-out usage snapshot from available API (requires E5/Power BI license)

Project Management

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress 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 may be required.

Client is responsible for the following:

Microsoft 365 Responsibilities

1. Client will provide Admin level access to the Microsoft 365 tenant account.
2. Client will provide mobile devices and Client/tablet devices for testing.
3. Lack of participation by Client staff may impact Insight's performance of the Services.
4. Client will provide the appropriate resources for any necessary changes or troubleshooting in a timely manner for the following:
 - a. Firewall and reverse proxies
 - b. Internal and public DNS
 - c. Hardware load balancing
5. Client is responsible for procuring SSL Certificates when required (both from internal CA and external CA).
6. Client understands that mailboxes over 10GB in size can extended project times.
7. Client is responsible for providing all servers (fully patched) and appliances (updated firmware) required for the implementation of the migration solution prior to the start of the project.
8. Client understands that the Exchange schema updates will be required prior to Exchange hybrid deployment.
9. Client will ensure the Exchange Autodiscover, EWS, and OWA virtual directories are accessible publicly.
10. If using Client's existing Exchange deployment for the hybrid environment, Client is responsible for ensuring that the Exchange environment is accessible via TCP 25 and TCP 587, and able to bypass any border protection for routing email to and from Exchange online only.
11. Client is responsible for ensuring that there is enough post-migration support for the number of mailboxes moves completed daily. Per-day mailbox moves may be limited to a lower number to allow for proper post-migration support.
12. Client is responsible for ensuring that third-party applications affected are compliant with Microsoft 365.
13. Client is responsible for any additional costs associated with using third-party tools for the migration.
14. Client is responsible for providing a full list of pilot users. Insight will assist in the creation of the documentation.

15. Client will ensure that all end user computers meet the minimal operation system and Outlook version required by Microsoft 365 (<https://technet.microsoft.com/en-us/library/office-365-system-requirements.aspx>).
16. Client is familiar with the limitations for Exchange Online imposed by Microsoft 365 online services (<http://technet.microsoft.com/en-us/library/exchange-online-limits.aspx>).

General Client Responsibilities

17. During the engagement, Insight will be configuring, migrating, managing or supporting Microsoft 365 services on behalf of the Client. Insight will be associating our Microsoft Partner ID to the 365 services that we assisted with as part of this engagement through a process directly with Microsoft. The Client must provide Insight their Microsoft Tenant ID and Sub-domain (.onmicrosoft.com) in order for us to complete our association within 5 days of the start of the engagement. Please list it below or email it to Insight directly at FastTrack@insight.com.

Microsoft Tenant ID: _____

Sub-domain (.onmicrosoft.com): _____

This association allows Insight to meet Microsoft partnership requirements based on the Client's usage attributed to our Partner ID. It does not give Insight access to any services or private data that was not explicitly granted by the Client. Microsoft validates this association by sending the Client a consent email. If the Client consents to the association request, no action is required from the Client. The client has the right and the ability to work with any partner at any time. This association is always controlled by the client and not the partner.

18. Client is fully responsible to maintain any and all backups of company information, data, and system states throughout the entire engagement. Insight will make every effort to avoid the possibility of data loss, but Insight is not responsible for any data loss that may occur during this engagement.
19. 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.
20. 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.
21. Client 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 Client systems will be provided to Insight via either onsite 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, travel expenses, and other costs may be incurred and due to Insight by Client.
22. 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.
23. 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.

24. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
25. 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.
26. 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.
27. 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).
28. 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. 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. 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 may be required.

1. Documentation Deliverables are based on Insight's industry standard templates containing repeatable, common configuration, and standard operating procedure information. Client specific information will be entered to show project-related configuration detail where appropriate.
2. The Active Directory, network, and all related infrastructure that need to interact with the solution are in a stable and supported state, enough to respect the timeline proposed in the project plan.
3. This initiative has executive sponsorship. If issues, such as resource constraints, arise during the project that cannot be resolved by Client's project manager, the project manager will escalate the issue to the executive sponsor for timely resolution.
4. External dependencies: there may be external projects/dependencies that may have significant impact on the timeline, schedule, and Deliverables. It is Insight's assumption that every reasonable attempt will be made to mitigate such situations.
5. Insight is not responsible for lost data. It is recommended that Client perform a full working backup of their network prior to the commencement of services.
6. Insight does not assume risk for unknown variables that could not be defined at the time this document was written. Remedies for such events will be evaluated on a case-by-case basis.
7. Client has a minimum upload bandwidth capability of 3 Mbps to the Microsoft 365 platform.
8. In order to minimize project expenses, all work performed by Insight will be conducted remotely and connectivity will be provided by Client, if needed.

9. The project team will leverage internal Client resources to assist with the build, deployment, and validation of the physical/virtual server infrastructure.
10. 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.
11. If the Client fails to respond to communication by either phone or email for 1 week during the project engagement, the project will be terminated, and the Client will be charged for any work performed by Insight.
12. Key technical resources are available throughout the deployment process to assist the deployment team.
13. Existing systems or programs upon which the project Deliverables depend will not change during the term of this project.
14. If further technical due diligence uncovers any major technical issues, the designs related to Windows 10 may change to accommodate or compensate for those issues. Technical changes could impact the estimated effort, costing, or timelines.
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. 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.
17. 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.
18. The following are considered out-of-scope and are not part of the Services:
 - a. Third-party "bolt-on" applications (RightFax, BES, archiving, mobile device management solutions, etc.)
 - b. Unified messaging
 - c. Reporting customizations
 - d. Integration with any custom deployment databases or tools
 - e. Implementation of any industry regulatory compliance guidance or requirements
 - f. Persona and scenario analysis targeted at the whole organization
 - g. Application testing, remediation, and packaging
 - h. Any network or server related issues that requires troubleshooting
 - i. Infrastructure remediation or implementation
 - a. Formal user training

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 an Attachment. 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.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), 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 Client 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, and new resources may be assigned.

3.2. Estimated Duration

The Project's duration will be approximately 5 week(s).

4. PRICING/INVOICING

4.1. Time and Materials

This engagement will be billed on a time and materials basis. Costs incurred by Client will be based on the actual time worked.

Client will reimburse Insight for travel expenses, if any are required. Travel expenses are estimated at \$1,500.00 and will not exceed GSA rates. 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.

Charges will be calculated based on the following rates:

Market Tier	Resource - Labor Category	Insight List Price (Hourly Rate)	Minimum Contract Discount	Maximum Contract Price (Hourly Rate)	Actual Price (Hourly Rate)	Estimated Hours	Extended Price
3	Consultant Sr - Category J	\$234.00	20%	\$187.20	\$187.20	80	\$14,976.00
3	Consultant Sr - Category J	\$234.00	20%	\$187.20	\$187.20	120	\$22,464.00
3	Architect I - Category L	\$246.00	15%	\$209.10	\$209.10	40	\$8,364.00
3	Project Manager - Category L	\$246.00	15%	\$209.10	\$209.10	60	\$12,546.00
Total Estimated Amounts						300	\$58,350.00

4.1.1. Invoicing

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

4.2. Pricing Notes

- Pricing is valid for 30 days from the date of this SOW.
- 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.
- If an Insight resource 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, any applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
- 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.
- In order for Insight to accept Purchase Orders against this contract, Client must be registered with the Omnia. Registration can be completed by going to <https://www.omniapartners.com/publicsector>.

5. SPECIAL TERMS AND CONDITIONS

5.1. Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the Omnia Partners 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. Travel Expenses

Travel-related expenses will be billed at rates not to exceed GSA rates. Customary expenses include, but are not limited to, airfare, taxi, hotel, car rental, daily per diem, and miscellaneous transportation costs (gasoline, parking, tolls, etc.).

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. Acceptance

After Insight delivers a Service or Deliverable to Client, if such Service or Deliverable does not substantially conform to the requirements in the applicable SOW, then Client must provide Insight with written notice adequately detailing such non-conformance no later than 5 days following the date such Service or Deliverable was provided to Client. If Client fails to provide notice within this 5-day period, the Service and Deliverable will be deemed accepted.

5.7. Reference

Insight may use the Services 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.

5.8. Case Study

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 Services (to be reviewed in advance by Client), in conjunction with Client's name.

5.9. Intellectual Property

Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight ("Insight IP") 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 Agreement. Upon payment in full of all amounts due Insight, all works of authorship developed, invented, or created by Insight specifically for Client in accordance with the details specified in the applicable SOW as part of the Services performed by Insight (the "Work Product"), except for any Insight IP contained within such 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.

5.10. 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 Omnia Partners 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 Omnia Partners.

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

6. DOCUMENT MANAGEMENT

Title	Party	Name
Project Sponsor	CITY of DULUTH	Elysia Hoium
Solutions Executive	Insight	Nate Stromberg
Client Executive	Insight	Shawn Wood
Technical Approver	Insight	Peter Dorner
Service Leaders	Insight	Troy Guild and Jake Ballecer
Scope and Price	Insight	Peter Dorner
Contract Specialist	Insight	Kim White

7. SIGNATURE BLOCK

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

**This is a DRAFT SOW - not ready for execution.
Please contact your Insight Contract Specialist for finalized, executable SOW.**

7.1. SOW Processing

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

Invoicing Procedures:

19. 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 email to:

20. 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.

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.