

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 8 day of June, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Insight Public Sector, Inc., an Illinois corporation (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County is authorized to purchase goods and/or services based on pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, the County has elected to utilize resulting pricing of the cooperative procurement or solicitation issued by Fairfax County, VA (“Bid”) for Contract No. 4400006644 Titled: Technology Products, Services, Solutions & Related Products & Services (Cooperative Purchasing Contract); and

WHEREAS, based upon the County's assessment of Contractor's pricing for the Cooperative Purchasing Contract, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

21-0444-PB(SCB) IT SOFTWARE CATALOG AGREEMENT - INSIGHT

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Contract Manager.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor’s progress and performance of this Agreement.

21-0444-PB(SCB) IT SOFTWARE CATALOG AGREEMENT - INSIGHT

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on:

the Effective Date;

and shall remain in full force until April 30, 2023, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement in accordance with the Cooperative Purchasing Contract term length, , pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed twenty-four (24) month term total of \$950,000.00 for Services completed and accepted as provided in Section 15 herein if applicable, payable

on a fixed-fee basis for the deliverables as set out in Exhibit A, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

21-0444-PB(SCB) IT SOFTWARE CATALOG AGREEMENT - INSIGHT

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to the Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

21-0444-PB(SCB) IT SOFTWARE CATALOG AGREEMENT - INSIGHT

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Mary Buccigrossi
Business Technology Services
Pinellas County
315 Court Street

For Contractor:

Attn: SLED Contract Compliance Team
Insight Public Sector
6820 S. Harl Ave.
Tempe, AZ 85283

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

21-0444-PB(SCB) IT SOFTWARE CATALOG AGREEMENT - INSIGHT

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

21-0444-PB(SCB) IT SOFTWARE CATALOG AGREEMENT - INSIGHT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its
Board of County Commissioners

Dave Eggers
By
Dave Eggers, Chair

Insight Public Sector, Inc.
Name of Firm

Lisanne Steinheiser
By: Lisanne Steinheiser (May 11, 2021 09:02 PDT)

Signature
Lisanne Steinheiser

Print Name

Global Compliance Officer
Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

SECTION 1: PRODUCTS DISCOUNTS

| Cisco Products | | |
|---|---------------------------------------|--------------------------------------|
| Product Line | Discount off MSRP (Government) | Discount off MSRP (Education) |
| Hardware/Software | 36% | 36% |
| Cisco Market | 10% | 10% |
| Learning Credits | 0% | 0% |
| Cisco Technical and Maintenance Services (SKU based) | 8% | 8% |
| Cisco / Insight Advanced / Technical Services (SOW based) | 0% | 0% |
| SMARTnet | Incumbent | All |
| | 16% | 28% |
| | Non-Incumbent | |
| | 8% | |

| Microsoft Software | |
|---|-----------------------------|
| Product Line | Cost Plus Percentage |
| Microsoft Software (including Cloud) | 3.5% |
| Microsoft Cloud Solution Provider (CSP) | 15.0% |

**SERVICES AGREEMENT
EXHIBIT A
PRICING SHEETS**

| All Other Products | | |
|----------------------------------|-------------------------|--|
| Product Category | Description | Discount off Insight List Price |
| Cabling | Cables | 8.9% |
| | Cables Custom | 8.1% |
| Cloud | Cloud | 1.0% |
| Imaging & Displays | Displays | 1.5% |
| | Display Accessories | 3.4% |
| | Projectors | 3.3% |
| | Projector Accessories | 3.3% |
| | Imaging Digital Cameras | 2.9% |
| | Imaging Camcorders | 2.8% |
| | Imaging Scanners | 2.9% |
| | Imaging Accessories | 5.0% |
| Printing/Imaging | Memory Printer/Fax | 3.5% |
| | Printers Inkjet | 1.7% |
| | Printers Laser | 1.5% |
| | Printers Dot Matrix | 1.8% |
| | Multi-Function | 1.9% |
| | Fax Machine | 1.9% |
| | Printers Wide Format | 1.1% |
| | Printers Label | 3.4% |
| | Printer Consumables | 3.9% |
| | Cables Printer | 6.9% |
| | Printer Accessories | 3.6% |
| | POS Scanners | 3.6% |
| | POS Displays | 3.8% |
| | POS Accessories | 4.1% |
| Servers & Data Center | Memory Server | 4.0% |
| | Servers 1 Processor | 3.0% |
| | Servers 2 Processor | 2.3% |
| | Servers 4+ Processor | 2.4% |
| | Servers Tower | 2.4% |
| | Servers Blade | 2.8% |
| | Server Accessories | 2.9% |
| | Servers Unix | 2.1% |

**SERVICES AGREEMENT
EXHIBIT A
PRICING SHEETS**

| All Other Products (continued) | | |
|---------------------------------------|--------------------------|--|
| Product Category | Description | Discount off Insight List Price |
| Personal Computing | Modems | 3.1% |
| | Notebook Batteries | 2.9% |
| | System Components | 3.6% |
| | Keyboards & Mice | 1.8% |
| | Desktops | 0.2% |
| | Desktop Accessories | 5.4% |
| | Notebooks | 1.2% |
| | Notebook Accessories | 3.8% |
| | Handhelds | 2.8% |
| | Handheld Accessories | 5.4% |
| | Mobile Phones | 0.0% |
| | Mobile Phone Accessories | 0.0% |
| | Memory Desktop | 4.3% |
| | Memory Notebook | 4.2% |
| | Memory Flash | 4.4% |
| Power Related | Power UPS | 1.3% |
| | Power Surge Protectors | 5.5% |
| | Power Data Center | 3.0% |
| | Power Accessories | 4.6% |
| Networking | Memory Networking | 4.0% |
| | Network Video | 2.8% |
| | Wireless LAN Accessories | 3.1% |
| | Wireless Accessories | 3.4% |
| | Repeaters & Transceivers | 2.7% |
| | 10/100 Hubs & Switches | 1.5% |
| | Gigabit Hubs & Switches | 2.4% |
| | KVM | 4.1% |
| | Bridges & Routers | 2.5% |
| | Intrusion Detection | 2.9% |
| | Hardware Firewalls | 2.7% |
| | Telephony | 2.0% |
| | Network Adapters | 2.9% |
| | Networking Accessories | 4.5% |
| | Networking Warranties | 2.8% |
| Networking Communication | 2.9% | |
| Network Testing Equipment | 2.3% | |
| Non-SOW Services | Service Parts | 3.6% |
| | Miscellaneous Solutions | 0.7% |
| | Service Charge | 0.7% |
| | Managed Services | 0.7% |
| | Lab Fees | 0.7% |
| | PC Lab Order Service | 0.7% |
| | Internal Lab Service | 0.7% |
| | Advanced Integration | 0.7% |
| | Electronic Services | 0.7% |
| | Asset Disposal | 0.7% |
| | Asset Management | 0.7% |
| Training | Training Courses | 0.7% |
| | Training Reference | 0.7% |
| Warranties | Warranties Physical | 1.5% |

**SERVICES AGREEMENT
EXHIBIT A
PRICING SHEETS**

| | |
|-----------------------|------|
| Warranties Electronic | 1.5% |
| Complex Warranties | 1.5% |

All Other Products (continued)

| Product Category | Description | Discount off Insight List Price |
|--------------------------------------|--------------------------|---------------------------------|
| Storage & Data Management | Hard Disks Fibre Channel | 2.7% |
| | Hard Disks IDE/ATA/SAT | 6.2% |
| | Hard Disks Notebook | 2.8% |
| | Hard Disks SCSI | 2.5% |
| | Hard Disks External | 2.7% |
| | Disk Arrays | 2.8% |
| | DiskArrays JBOD | 2.8% |
| | Drives Removable Disk | 3.4% |
| | Tape Drives DLT | 2.9% |
| | Tape Drives DAT | 2.8% |
| | Drives Magneto-Optic | 2.7% |
| | Tape Drives SDLT | 2.8% |
| | Tape Drives LTO/Ultra | 2.9% |
| | Tape Drives Travan | 2.8% |
| | Tape Drives 4 mm | 2.8% |
| | Tape Drives 8mm/VXA | 4.8% |
| | Tape Drives AIT | 2.5% |
| | Tape Autoloaders DLT | 2.3% |
| | Tape Autoloaders DAT | 2.8% |
| | Tape Autoloaders LTO | 2.3% |
| | Tape Autoloaders AIT | 2.8% |
| | Optical Drives CD-ROM | 2.5% |
| | Optical Drives CD-RW | 2.7% |
| | Optical Drives DVD/CD | 0.3% |
| | Optical Drives DVD-R | 3.1% |
| | Optical Drives DVD-R | 2.8% |
| | Adapters Fibre Channel | 2.5% |
| | Adapters FireWire/US | 1.2% |
| | Adapters IDE/ATA/SAT | 3.2% |
| | Adapters RAID | 2.5% |
| | Adapters SCSI | 0.3% |
| | Storage NAS | 2.3% |
| | Storage SAN | 2.7% |
| | Storage Accessories | 3.2% |
| | Media 4 mm Tape | 4.8% |
| | Media AIT Tape | 4.5% |
| | Media Optical | 4.7% |
| | Media DAT Tape | 4.8% |
| | Media DLT Tape | 4.2% |
| | Media LTO/Ultrium Tape | 4.0% |
| Media Magneto-Optical | 4.2% | |
| Media SLR Tape | 4.5% | |
| Media Travan Tape | 4.5% | |
| Media VXA Tape | 4.0% | |
| Media Zip | 4.0% | |

**SERVICES AGREEMENT
EXHIBIT A
PRICING SHEETS**

| All Other Products (continued) | | |
|---------------------------------------|---------------------------------|--|
| Product Category | Description | Discount off Insight List Price |
| Software | Software Computer Security | 2.8% |
| | Software Backup | 2.8% |
| | Software Financial | 2.8% |
| | Software Spreadsheet | 2.8% |
| | Software Business Application | 2.8% |
| | Software Personal Organization | 2.8% |
| | Software Cloning | 2.8% |
| | Software Report Analysis | 2.8% |
| | Software Handheld | 2.8% |
| | Software Flow Chart | 2.8% |
| | Software Word Processing | 2.8% |
| | Software Barcode/OCR | 2.8% |
| | Software CAD/CAM | 2.8% |
| | Software Database | 2.8% |
| | Software Web Development | 2.8% |
| | Software Development | 2.8% |
| | Software Collaboration | 2.8% |
| | Software Graphic Design | 2.8% |
| | Software Virtualization | 2.8% |
| | Software Network OS | 2.8% |
| | Software OS | 2.8% |
| | Software Reference | 2.8% |
| | Software Warranties | 2.8% |
| | Software Utilities | 2.8% |
| | Licensing Computer Security | 2.0% |
| | Licensing Backup | 2.0% |
| | Licensing Financial | 2.0% |
| | Licensing Spreadsheet | 2.0% |
| | Licensing Business Application | 2.0% |
| | Licensing Personal Organization | 2.0% |
| | Licensing Cloning | 2.0% |
| | Licensing Report Analysis | 2.0% |
| | Licensing Handheld | 2.0% |
| | Licensing Flow Chart | 2.0% |
| | Licensing Word Processing | 2.0% |
| | Licensing CAD/CAM | 2.0% |
| | Licensing Database | 2.0% |
| | Licensing Web Development | 2.0% |
| | Licensing Development | 2.0% |
| | Licensing Collaboration | 2.0% |
| | Licensing Graphic Design | 2.0% |
| | Licensing Virtualization | 2.0% |
| | Licensing Network OS | 2.0% |
| | Licensing OS | 2.0% |
| | Licensing Reference | 2.0% |
| Licensing Warranties | 2.0% | |
| Licensing Utilities | 2.0% | |

SECTION 2: SERVICES DISCOUNTS

Service Category Pricing Discount Structure

Discount from
Insight's List Price

Service category rates are utilized when the work to be performed is presented to the client on a single (1) or per unit (2+) basis based upon an agreed-to list of specific assumptions and work to be performed (e.g., Statement of Work). Discounts are offered at the project level only and are not applicable with travel/per diem charges.

Consulting Services: 15%

Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions.

Deployment Services: 15%

Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.

These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.

Out-sourced Programs: 15%

Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions.

Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible

Maintenance Services: 10%

For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.

pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.

Lab/Integration Services: 1%

Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs.

We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.

IT Asset Disposal: 1%

Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.

Service Desk: 1%

Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and

Remote Network and Security Managed Services: 1%

Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day today administration and operational reporting.

support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.

SECTION 3: TIME AND MATERIALS

| Time & Material Resource Pricing Structure | | | | | | | | | | |
|--|--|--------------------------------|---|----------|----------|----------|----------------------------|----------|----------|----------|
| Labor Category | Functional Roles | Insight List Price Market Tier | | | | Discount | Contract Price Market Tier | | | |
| | | Tier 1 | Tier 2 | Tier 3 | Tier 4 | | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| | | A | Business Analyst I, Project Coordinator (Technical), Service Technician | \$57.60 | \$61.20 | | \$74.40 | \$79.56 | 15% | \$48.96 |
| B | Business Analyst II, Service Technician Sr. | \$63.60 | \$67.20 | \$78.00 | \$87.36 | 15% | \$54.06 | \$57.12 | \$66.30 | \$74.26 |
| C | Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr. | \$79.20 | \$80.40 | \$104.40 | \$104.52 | 15% | \$67.32 | \$68.34 | \$88.74 | \$88.84 |
| D | Engineer | \$90.00 | \$91.20 | \$112.80 | \$118.56 | 15% | \$76.50 | \$77.52 | \$95.88 | \$100.78 |
| E | Project Manager (Technical) | \$108.00 | \$108.00 | \$135.60 | \$140.40 | 15% | \$91.80 | \$91.80 | \$115.26 | \$119.34 |
| F | Consultant I | \$150.00 | \$156.00 | \$174.00 | \$202.80 | 20% | \$120.00 | \$124.80 | \$139.20 | \$162.24 |
| G | Engineer Sr. | \$126.00 | \$127.20 | \$157.20 | \$165.36 | 15% | \$107.10 | \$108.12 | \$133.62 | \$140.56 |
| H | Project Manager Sr. (Technical), Manager Services | \$144.00 | \$150.00 | \$182.40 | \$195.00 | 15% | \$122.40 | \$127.50 | \$155.04 | \$165.75 |
| I | Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center) | \$174.00 | \$180.00 | \$198.00 | \$234.00 | 15% | \$147.90 | \$153.00 | \$168.30 | \$198.90 |
| J | Consultant Sr., Consultant II (Contact Center) | \$198.00 | \$210.00 | \$234.00 | \$273.00 | 20% | \$158.40 | \$168.00 | \$187.20 | \$218.40 |
| K | Project Coordinator Sr. (Consulting), Sr. Manager Services | \$198.00 | \$201.60 | \$211.20 | \$262.08 | 15% | \$168.30 | \$171.36 | \$179.52 | \$222.77 |
| L | Architect I, Manager Programs, Project Manager (Consulting) | \$210.00 | \$222.00 | \$246.00 | \$288.60 | 15% | \$178.50 | \$188.70 | \$209.10 | \$245.31 |
| M | Architect II, Project Manager Sr. (Consulting) | \$234.00 | \$246.00 | \$270.00 | \$319.80 | 15% | \$198.90 | \$209.10 | \$229.50 | \$271.83 |
| N | Architect Sr., Architect I (Contact Center) | \$258.00 | \$270.00 | \$300.00 | \$351.00 | 15% | \$219.30 | \$229.50 | \$255.00 | \$298.35 |
| O | Architect II (Contact Center) | \$300.00 | \$300.00 | \$300.00 | \$300.00 | 15% | \$255.00 | \$255.00 | \$255.00 | \$255.00 |
| P | Sr. Architect (Contact Center) | \$330.00 | \$330.00 | \$330.00 | \$330.00 | 15% | \$280.50 | \$280.50 | \$280.50 | \$280.50 |
| Q | Specialty | \$370.50 | \$390.00 | \$432.90 | \$507.00 | 15% | \$314.93 | \$331.50 | \$367.97 | \$430.95 |

**SERVICES AGREEMENT
EXHIBIT A
PRICING SHEETS**

| Geographic Market Tiers | | | |
|---|--|--|--|
| <i>Tier 1</i> | <i>Tier 2</i> | <i>Tier 3</i> | <i>Tier 4</i> |
| Atlanta, GA Austin, TX Charlotte, NC Columbus, OH Dallas, TX El Paso, TX Fort Worth, TX Houston, TX Indianapolis, IN Jacksonville, FL Louisville, KY Memphis, TN Nashville, TN Oklahoma City, OK Omaha, NE San Antonio, TX St. Louis, MO Tampa, FL Tulsa, OK Wichita, KS | Albuquerque, NM Arlington, TX Bakersfield, CA Cleveland, OH Colorado Springs, CO Denver, CO Detroit, MI Kansas City, MO Las Vegas, NV Miami, FL Milwaukee, WI New Orleans, LA Phoenix, AZ Raleigh, NC Tucson, AZ | Baltimore, MD Boston, MA Chicago, IL Fresno, CA Long Beach, CA Los Angeles, CA Minneapolis, MN Philadelphia, PA Portland, OR Sacramento, CA San Diego, CA Seattle, WA Virginia Beach, VA Washington, DC | New York, NY Oakland, CA San Francisco, CA San Jose, CA |
| Pricing for Participating Public Agencies outside of these major metro areas will be in accordance with Insight's services engagement model and our go-to-market strategy and will be documented in the Agency's Statement of Work (as applicable). | | | |

**SERVICES AGREEMENT
EXHIBIT A
PRICING SHEETS**

| Insight Job Classifications | | | |
|------------------------------------|---------------------------------|--|---|
| <i>Category</i> | <i>Job Title</i> | <i>Job Description</i> | <i>Typical Responsibilities</i> |
| A | Business Analyst I | Develop effective and efficient business processes. Provide analysis and reporting on departmental/group revenue, expense, and strategic projects. Drive profits and cut costs. | Gathering and documenting business requirements, use cases, story boards, swim lane diagrams. |
| A | Project Coordinator (Technical) | Coordinate all aspects of a Technical Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Technical Services resources and other project staff. | Refresh/deployment project. |
| A | Service Technician | Install, modify, repair, test and/or service systems and communications equipment, including, but not limited to: hardware and peripherals; software configuration; voice, video and data cabling systems; and networks. Service both internal Insight teammates, as well as clients on site. | Multisite deployment. |
| B | Business Analyst II | Develop effective and efficient business processes. Provide analysis and reporting on departmental/group revenue, expense, and strategic projects. Drive profits and cut costs. Mentor and train Business Analyst I incumbents. | Owner of requirements, gathering and documentation of business requirements, use cases, story boards, swim lane diagrams. |
| B | Service Technician Sr. | Install, modify, repair, test and/or service systems and communications equipment, including, but not limited to: hardware and peripherals; software configuration; voice, video and data cabling systems; and networks. Service both internal Insight teammates, as well as clients on site while focused on the highest level of client satisfaction. | Multisitedeployment lead. |
| C | Supervisor Services | Oversee all execution of contracted service solutions to support the client's business. This includes but is not limited to: specific service desk support, quality assurance in the custom configuration lab, managing technicians and material handlers, and development and execution of day-to-day business practices as related to all quoting, vendor warranty, vendor trade-in, order management, and other related activities. | Assist in developing new service partnerships and emerging technologies. |

| Insight Job Classifications | | | |
|------------------------------------|-------------------------------------|---|---|
| <i>Category</i> | <i>Job Title</i> | <i>Job Description</i> | <i>Typical Responsibilities</i> |
| C | Project Coordinator Sr. (Technical) | Coordinate all aspects of a Technical Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Technical Services resources and other project staff. The Senior Project Coordinator may be assigned to coordinate project delivery independent of an assigned Project Manager under specific conditions. | Phone refresh project, multi site deployment (working with a PM). |
| C | Business Analyst Sr. | Develop effective and efficient business processes. Provide analysis and reporting on departmental/group revenue, expense, and strategic projects. Drive profits and cut costs. Provide leadership and technical support to other Business Analysts. | Business process reengineering, owner of requirements, gathering and documentation of business requirements, use cases, story boards, swim lane diagrams. |
| D | Engineer | Plan and design solutions to meet client needs. Accountable for defining processes for technical platforms, developing system specifications, and creating system interfaces and business applications. | Inventory assessment. |
| E | Project Manager (Technical) | Manage, direct and oversee the operations and administration of assigned technical projects and programs. The PM provides visible leadership, accountability and authority over high profile technical projects and programs delivered to Insight clients or internal leadership. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended technical solutions. | Multisite deployment/refresh project. |
| F | Consultant I | Identify client needs and develop a plan and proposal for delivery of services. Has a strong ability to develop solutions based upon discovery and needs. | Windows 8 migration, Microsoft Office 365 migration. |
| G | Engineer Sr. | Plan and design solutions to meet client needs. Accountable for defining processes for technical platforms, developing system specifications, and creating system interfaces and business applications. Responsible for coordination of a project team and all Insight teammates involved in a particular project. | Data center rack and stack, PLANAR matrix video wall installation. |

Insight Job Classifications

| <i>Category</i> | <i>Job Title</i> | <i>Job Description</i> | <i>Typical Responsibilities</i> |
|-----------------|----------------------------------|--|--|
| H | Project Manager Sr. (Technical) | Manage, direct and oversee the operations and administration of assigned technical projects and programs. This includes coordinating activities of Project Managers & Coordinators, department leaders, technical service engineers, and other project staff. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended technical solutions. The SPM provides visible leadership, accountability and authority over high profile technical projects and programs delivered to Insight clients or internal leadership. | Multisite deployment/refresh project. |
| H | Manager Services | Manage delivery, development and implementation of technology solutions for clients. Functions include resource management, service operations management and/or scope management of the project or client engagement, quality and performance metrics of the engagement and/or team, resource management of both technical and non-technical resources associated with the engagement or team, including risk, communication plans, change management, financial performance and overall client satisfaction. Offer supervision of technical and administrative employees, supervisors/coordinators and onsite/field service personnel to ensure technical solution expectations are met for Insight's internal and external customers. | Manage the development of client statements of work (SOW's) and associated change control process. |
| I | Project Coordinator (Consulting) | Coordinate all aspects of a Consulting Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Consulting Services resources and other project staff. | Deployment planning services engagement. |
| I | Consultant II | Identify client needs and develop a plan and proposal for delivery of services. Has a strong ability to develop solutions based upon discovery and needs. Mentor and train Consultant I incumbents. | Microsoft Quickstart. |

Insight Job Classifications

| <i>Category</i> | <i>Job Title</i> | <i>Job Description</i> | <i>Typical Responsibilities</i> |
|-----------------|--------------------------------------|---|--|
| I | Consultant I (Contact Center) | Identify client needs and develop a plan and proposal for delivery of unified communication and collaboration (UC&C) services. Has a strong ability to develop UC&C solutions based upon discovery and needs. | Assist with implementation/upgrade of Cisco Unified Contact Center, installation of VMs, OS, and applications, initial configurations, troubleshooting (manage logs, backup, TAC escalation, tools, etc.). |
| J | Consultant Sr. | Identify client needs and develop a plan and proposal for delivery of services. Has a strong ability to develop solutions based upon discovery and needs and assumes the role of a licensing expert. Lead a team of Engineers as it relates to client solutions deployment. Provide leadership and support to other Consultants. | SharePoint taxonomy and governance & build support, UCS implementation, UC LAN/WAN refresh. |
| J | Consultant II (Contact Center) | Identify client needs and develop a plan and proposal for delivery of unified communication and collaboration (UC&C) services. Has a strong ability to develop UC&C solutions based upon discovery and needs. Mentor and train Consultant I (Contact Center) incumbents. | Assist with Cisco Unified Contact Center design/development (scripting), custom reports, dashboard, call flow, business logic, micro applications, administration of scripts, etc. |
| K | Project Coordinator Sr. (Consulting) | Coordinate all aspects of a Consulting Service offering project under the direction of a Project Manager or Project Manager Sr. Facilitate and coordinate documented objectives, financial and service level project delivery tracking for Consulting Services resources and other project staff. The Senior Project Coordinator may be assigned to coordinate project delivery independent of an assigned Project Manager under specific conditions. | Deployment planning services engagement, Microsoft Office 365 migration. |

**SERVICES AGREEMENT
EXHIBIT A
PRICING SHEETS**

| Insight Job Classifications | | | |
|------------------------------------|------------------------------|--|---|
| <i>Category</i> | <i>Job Title</i> | <i>Job Description</i> | <i>Typical Responsibilities</i> |
| K | Sr. Manager Services | Lead delivery, development and implementation of technology solutions for clients. Functions include resource management, service operations management and/or scope management of the project or client engagement, quality and performance metrics of the engagement and/or team, resource management of both technical and non-technical resources associated with the engagement or team, including risk, communication plans, change management, financial performance and overall client satisfaction. Offer supervision of technical and administrative employees, supervisors/coordinators and onsite/field service personnel to ensure technical solution expectations are met for Insight's internal and external customers. | Manage the day to day operations of the team, responsible for employee maintenance (forecasting, operational efficiencies, etc.). |
| L | Architect I | Assess and design complex solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client opportunities. | Data center QA & test plan design, infrastructure assessment, white board sessions. |
| L | Manager Programs | Oversee the day-to-day operations and team members to fulfill lifecycle services at the client site. Demonstrate strong leadership and act as a positive stakeholder in all situations. | Liaison between client and Insight team members (i.e., AI Lab, Call Management Center, Disposal, Service Sales Rep, Consulting Services, etc.). |
| L | Project Manager (Consulting) | Manage, direct and oversee the operations and administration of assigned consulting projects and programs. The PM provides visible leadership, accountability and authority over high profile consulting projects and programs delivered to Insight clients or internal leadership. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended consulting solutions. | WLAN site survey, telepresence installation. |
| M | Architect II | Assess and design complex solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client opportunities. Mentor and train Architect I incumbents. | Data center QA & test plan design, infrastructure assessment, white board sessions. |

| Insight Job Classifications | | | |
|------------------------------------|----------------------------------|--|--|
| <i>Category</i> | <i>Job Title</i> | <i>Job Description</i> | <i>Typical Responsibilities</i> |
| M | Project Manager Sr. (Consulting) | Manage, direct and oversee the operations and administration of assigned consulting projects and programs. This includes coordinating activities of Project Managers & Coordinators, department leaders, consulting engineers, and other project staff. The PM works independently and exhibits a high degree of initiative in resolving problems encountered and developing recommended consulting solutions. The SPM provides visible leadership, accountability and authority over high profile consulting projects and programs delivered to Insight clients or internal leadership. | APAC ISE wired support, SCCM design and implementation, Active Directory design, build and migration. |
| N | Architect Sr. | Assess and design complex solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client opportunities. Provide leadership and support to other Architects. | Infrastructure assessments, technical oversight and quality assurance management/best practices, scoping solutions. |
| N | Architect I (Contact Center) | Assess and design complex unified communication and collaboration (UC&C) solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client UC&C opportunities. | Architecture/design of Cisco Unified Contact Center, gather business requirements, make recommendations, develop strategy, complete SARD, etc. |
| O | Architect II (Contact Center) | Assess and design complex unified communication and collaboration (UC&C) solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client UC&C opportunities. Mentor and train Architect I (Contact Center) incumbents. | Cisco Unified Contact Center assessment, complete evaluation of current Contact Center environment, make recommendations based on client need, prepare/deliver findings presentation, etc. |

| Insight Job Classifications | | | |
|------------------------------------|--------------------------------|--|--|
| <i>Category</i> | <i>Job Title</i> | <i>Job Description</i> | <i>Typical Responsibilities</i> |
| P | Sr. Architect (Contact Center) | Assess and design complex unified communication and collaboration (UC&C) solutions to meet our client's technology and business needs. Manage project teams that consult with our clients to analyze and identify technical requirements. Subject matter experts for strategic client UC&C opportunities. Provide leadership and support to other Architects (Contact Center). | Technical oversight and quality assurance/management of all Cisco Unified Contact Center projects. |
| Q | Specialty | Develop and deliver detailed IT solutions through consulting project activities. Resource has achieved multiple certifications in one or more technologies. | Code programs of high complexity using high level specifications or logical processes. |

**EXHIBIT B
INSURANCE REQUIREMENTS**

Notice: The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to recommendation for award.

The Contracted vendor shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Submittals should include, the Vendor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Prior to commencement of services, Vendor shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) Certificate(s) of Insurance are to be received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Vendor are to meet the requirements of the Agreement shall be endorsed to include Pinellas County a Political Subdivision of the State of Florida as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of services, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Vendor to the County at least thirty (30) days prior to the expiration date.
 - (1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - (2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Vendor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:

EXHIBIT B
INSURANCE REQUIREMENTS

- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Vendor is a Joint Venture per Section A. titled Joint Venture of this Quote, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
(5) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Commercial General Liability Insurance including, but not limited to, Independent VENDOR, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Table with 2 columns: Limits, and corresponding dollar amounts for General Aggregate, Products/Completed Operations Aggregate, Personal Injury and Advertising Injury, and Each Occurrence.

(B) Professional Liability (Technology Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Vendor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

**EXHIBIT B
INSURANCE REQUIREMENTS**

| | |
|--------------------------|--------------|
| Each Occurrence or Claim | \$ 2,000,000 |
| General Aggregate | \$ 2,000,000 |

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (C) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

| | |
|-------------------|--------------|
| Each Occurrence | \$ 2,000,000 |
| General Aggregate | \$ 2,000,000 |

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

EXHIBIT C
PAYMENT SCHEDULE

See Exhibit A - Pricing Sheets

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

21-0444-PB(SCB) Services Agreement R1

Final Audit Report

2021-05-11

| | |
|-----------------|---|
| Created: | 2021-05-11 |
| By: | Erica Falchetti (erica.falchetti@insight.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAF3wpE7CLgEipNvOgsRX60gSG2CP_xrv |

"21-0444-PB(SCB) Services Agreement R1" History

-  Document created by Erica Falchetti (erica.falchetti@insight.com)
2021-05-11 - 3:27:13 PM GMT - IP address: 198.187.200.254
-  Document emailed to Lianne Steinheiser (lianne.steinheiser@insight.com) for signature
2021-05-11 - 3:30:07 PM GMT
-  Email viewed by Lianne Steinheiser (lianne.steinheiser@insight.com)
2021-05-11 - 4:02:15 PM GMT - IP address: 204.145.196.5
-  Document e-signed by Lianne Steinheiser (lianne.steinheiser@insight.com)
Signature Date: 2021-05-11 - 4:02:37 PM GMT - Time Source: server IP address: 204.145.196.5
-  Agreement completed.
2021-05-11 - 4:02:37 PM GMT