



INSIGHT PUBLIC SECTOR SLED 2701 E INSIGHT WAY CHANDLER AZ 85286-1930

Tel: 800-467-4448

SOLD-TO PARTY 10655459

CITY OF KILLEEN PO BOX 1329

KILLEEN TX 76540-1329

SHIP-TO

CITY OF KILLEEN

INFORMATION TECHNOLOGY

101 E AVENUE D

KILLEEN TX 76541-5236

Quotation

Quotation Number: <u>0226348070</u>

Document Date : 06-JUN-2023 valid 28-July-2023

PO Number : CISCO UPGRADE

PO release:

Sales Rep : Christine Ricker

Email : CHRISTINE.RICKER@INSIGHT.COM

Telephone : +15126912013 Sales Rep 2 : Jason Sawyers

Email : JASON.SAWYERS@INSIGHT.COM

Telephone : +14803667154

We deliver according to the following terms:

Payment Terms : Net 30 days

Ship Via : Insight Assigned Carrier/Ground

Terms of Delivery: : FOB DESTINATION

Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
UCS-M6-MLB	Cisco UCS - Major Line Bundle (MLB) - blade - no CPU - 0 GB - no HDD Lead time (days): 66 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS ANI SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5 D	0.00	0.00
UCSB-B200-M6-U	Cisco UCS B200 M6 Blade Server - blade - no CPU - 0 GB - no HDD Lead time (days): 42 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS ANI SERVICES(# DIR-TSO-4167) MSRP: 6030.45 Discount %: 60.000%	5 D	2,412.18	12,060.90
UCS-M2-I480GB	Intel - SSD - 480 GB - SATA Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS ANI SERVICES(# DIR-TSO-4167) MSRP: 1407.00 Discount %: 60.000%	10 D	562.80	5,628.00
UCS-M2-HWRAID	Cisco - storage controller (RAID) - M.2 Card / SATA 6Gb/s Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS ANI SERVICES(# DIR-TSO-4167) MSRP: 352.50 Discount %: 60.000%	5 D	141.00	705.00
UCSB-MLOM-40G-04	Cisco UCS Virtual Interface Card 1440 - network adapter - LAN-on-motherboard (LOM) - 40Gb Ethernet / FCoE x 2 Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS ANI SERVICES(# DIR-TSO-4167)	5 D	661.94	3,309.70



Material	Material Description	Quantity	Unit P	Price Extended Price
	MSRP: 1654.85 Discount %: 60.000%			
UCSX-TPM-002C	Cisco Trusted Platform Module 2.0 - Trusted Platform Module (TPM) 2.0 Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 88.72 Discount %: 59.998%	5	35.49	177.45
N20-FW018	Cisco UCS Manager (v. 4.2) - license - 1 license Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
UCSB-FBLK-M6	Cisco storage drive sled Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	10	0.00	0.00
UCS-DIMM-BLK	Cisco DIMM blanking panel Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	100	0.00	0.00
UCSB-HS-M6-F	Cisco - processor heatsink Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
UCSB-HS-M6-R	Cisco - processor heatsink Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
UCSB-MSTOR-M6	Cisco FlexStorage Mini-Storage Carrier For M.2 - system upgrade kit Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
UCS-CPU-I6326	Intel Xeon Gold 6326 / 2.9 GHz processor Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 6421.88 Discount %: 60.000%	10	2,568.75	25,687.50



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Material	Material Description	Quantity	Unit F	Price Extended Pri
UCS-MR-X64G2RW	Cisco UCS - DDR4 - module - 64 GB - DIMM 288-pin - 2933 MHz / PC4-23400 - registered Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 6031.97 Discount %: 58.000%	60	2,533.43	152,005.80
UCS-SID-INFR-UNK	UNKNOWN Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
UCS-SID-WKL-UNK	UNKNOWN Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
CON-3SNT-UCSB2M6	U Cisco Smart Net Total Care - extended service agreement - 3 years CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 1524.00 Discount %: 27.000% Duration (months) : 36.00	5	1,112.52	5,562.60
DC-MGT-OPTOUT	INTERSIGHT OPT OUT Coverage Dates: 06-JUN-2023 - 06-JUN-2024 Lead time (days): 7 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
OPTOUT-OTHER	CUSTOMER USING ALTERNATE SYSTEMS MGT. OTHER Coverage Dates: 06-JUN-2023 - 06-JUN-2024 Lead time (days): 3 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
TRN-CLC-000	Cisco Learning Credits - pre-purchasing training funds unit CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 1000.00 Discount %: 5.000%	15	950.00	14,250.00
		Service	ct Subtotal ces Subtotal ssional Services	213,824.35 5,562.60 21,000.00
		Total		240,386.79



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Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christine Ricker +15126912013 CHRISTINE.RICKER@INSIGHT.COM Fax 7372473728

Jason Sawyers +14803667154 JASON.SAWYERS@INSIGHT.COM Fax 4807606232



Insight Client Account Number	10655459
Statement of Work #	4010069507
State/Fed Contract	Texas DIR-IT Outsourcing DIR-CPO-5030-61002175

Statement of Work ("SOW")

Parties and addresses for notice:

"Insight"	"Customer"
Company name: Insight Public Sector, Inc.	Company name: City of Killeen
Primary contact: Christine Ricker	Primary contact: Robert Sharp
Address: 13755 Sunrise Valley Drive, Suite 750	Address: 101 N. College
Herndon, VA 20171	Killeen, TX 76541
Email: christine.ricker@insight.com	Email:

Agreed and accepted:

Insight	Customer
Authorized signature:	Authorized signature:
Name:	Name:
Title: Services Director	Title:
Date: 6/27/2023	Date:

The Invoicing procedures section must be completed before this SOW can be processed.

Invoicing procedures:

Method (Customer MUST select ONE option below.)	PO Process (Customer MUST select ONE option below.)
☐ <u>Mail Invoice</u> – Hard copy of invoice will be mailed to:	☐ <u>Customer issues system-generated POs or internal</u> reference numbers for service engagements.
Company name:	Please fill in the PO number below and attach a hard copy of
Address:	the PO to this signed SOW. Note: Services cannot be performed until a copy of the PO is received. To avoid delays,
Attention: Accounts Payable or Accounts Payable Contact:	please provide a copy of the PO at the time of execution.
Phone:	PO number:
Tione.	PO release number (if applicable):
	Internal billing reference number/name:
OR Email invoice – Invoice copy will be sent electronically via email to:	OR Customer does NOT issue system generated POs for service engagements.
	Billing reference, if required by Customer:
OR Submit invoice via VMS/Customer Portal – Please provide name of VMS/Portal as well as any relevant details/instructions:	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.

This Statement of Work ("SOW") is effective as of the date last signed above ("SOW Effective Date") and subject to the Contract for End-User IT Outsourcing, DIR Contract No. DIR-CPO-5030-61002175 dated February 28, 2022, (the "Agreement") between Insight Public Sector, Inc. and State of Texas Department of Information Resources ("DIR").

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1. Purpose

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

2. Definitions

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

3. Scope of Services and Delivery Schedule

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

3.1. Service Description

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

1. The install and configure services as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be remote.

3.2. Project Management

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

3.3. How Services are Accepted

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

3.4. Business Hours

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

3.5. Customer Responsibilities

Customer is responsible for the following:

- Customer will provide a project contact with decision-making authority to support the scope of services
 described in this SOW and ensure the proper personnel are scheduled to review each completed Service or
 Deliverable upon notification of completion by Insight.
- If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- 3. Customer will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Customer.

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- 4. Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- 5. Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
- 6. Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
- 7. Customer will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Customer's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
- 8. Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so.
- 9. If applicable, Customer is responsible for performance of the following OCM-related tasks:
 - a. Stakeholder Engagement, including but not limited to:
 - i Stakeholder analysis, use case development, and/or persona/user segmentation activities
 - ii Stakeholder engagement plan including scheduling of any activities
 - b. Communications, including but not limited to:
 - Creation of a communications plan, including content plans for email, online resources, and any other communications channels
 - ii Execution/creation of any content outlined in the communications plan
 - iii Communications T-minus schedule
 - Training, including but not limited to:
 - i Training plan and schedule
 - ii Training content planning, creation and/or execution
 - d. Adoption, including but not limited to:
 - Creation or execution of a governance plan
 - i Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

- If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
- 2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
- 3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

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3.7. Change Request Procedure

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

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

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

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

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

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

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

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

3.10. Estimated Duration

The Services' duration will be approximately 2 weeks.

4. Pricing and Payments

4.1. Fixed Fee

Customer shall pay Insight the fixed fee of \$21,000.00. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Customer. Customer will not reimburse Insight for travel expenses, if any are required.

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4.1.1. Invoicing

Insight will invoice Customer monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

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

4.2. Pricing Notes

- 1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Customer. This SOW must be executed and returned to Insight by Customer within such 30-day period or pricing will expire.
- 2. Travel expenses, if applicable, are not reimbursable.
- 3. In the event that work effort is paused for a period in excess of 90 days, Insight will invoice Customer for Services provided to date based on percent complete after 90 days of inactivity.
- 4. Pricing and estimated time to complete this engagement are based upon Customer providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. 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.
- Customer acknowledges that cancellation of this engagement may cause Insight to incur non-refundable
 pre-approved travel expenses and other costs. Accordingly, if Customer cancels this engagement, Customer
 shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when
 received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement
	OR
	\$12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement
	OR
	\$2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities.

4.3. Customer Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Customer's proprietary information contained therein, authored or created by Insight specifically for Customer as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Customer. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in 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 and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Customer a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

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

5.1. Project Contacts

Contact Name	Contact Email
Customer Sponsor - Robert Sharp	
Client Executive - Christine Ricker	christine.ricker@insight.com
Services Manager – Steve Lopez and John Brooks	steve.lopez@insight.com
	john.brooks@insight.com

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6. Exhibit - UCS Upgrade

6.1. Service Description

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

- Upgrade Chassis Firmware to the latest Gold Code
- Replace 5 UCS Blades with newer versions
- Upgrade vCenter to latest 7.x code

6.2. Scope and Approach

Insight will perform the following Services:

UCS Chassis

- Upgrade UCS-B Chassis and FI Firmware to the latest Gold Code
- Replace 5 UCS B-200 Blades with 5 new B200-M6 Blades
- Prepare local storage to boot the ESXi hosts
- Show the Client how to move/migrate VMs (2-3 VMs)
- Verify and validate boot from storage and VMs functionality

vCenter

- Upgrade vCenter to the latest 7.x version with patches
- · Validate VM functionality after upgrade

6.2.1. Out of Scope

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

6.3. Deliverables

Project Management

Project Manager

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

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City of Killeen HW-SW-Services v2 (003)

Final Audit Report 2023-06-28

Created: 2023-06-27

By: Christine Ricker (christine.ricker@insight.com)

Status: Signed

Transaction ID: CBJCHBCAABAAMzY1HkhtWuOyNOfTSGi-aMH-C2rw44uT

"City of Killeen HW-SW-Services v2 (003)" History

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2023-06-28 - 3:12:49 AM GMT- IP address: 104.47.58.254

Document e-signed by john brooks (john.brooks@insight.com)

Signature Date: 2023-06-28 - 3:13:06 AM GMT - Time Source: server- IP address: 66.36.121.5

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