



**CONTRACT– Insight Global, LLC. Subject to
DEPARTMENT OF ENTERPRISE SERVICES
Master Contract No. 08215**

The terms of the DEPARTMENT OF ENTERPRISE SERVICES Master Contract No. 08215 shall apply to this Contract and all relevant documents thereto are incorporated herein by reference and made an integral part of this agreement between the parties. The Contractor agrees to provide all products, services, and pricing to the City of Kirkland consistent with the terms and conditions described in the DEPARTMENT OF ENTERPRISE SERVICES Contract, which are included in Attachment A to this Agreement.

The following additional terms and conditions apply or are highlighted here for convenience:

PAYMENT TERMS: NET 30, within thirty (30) days of invoice.

DELIVERY. Access to the services will begin on the date the contract is fully executed.

TERM: The term of this agreement shall commence on the date this agreement is fully executed and shall continue through December 31, 2024, with an option to renew for two (2) one-year periods through December 31, 2026, unless terminated earlier consistent with the terms of Department of Enterprise Services Contract No. 08215.

NOTE ON TERMINATION: The Department of Enterprise Services Master Contract No. 08215 contains terms consistent with Kirkland Municipal Code 3.85.040(h), as it provides in Section 11(e) that the agreement can be cancelled without cause with 30 days’ notice prior to the conclusion of the term included in this contract.

Agreed to and executed this 22nd day of March, 2024.

CONTRACTOR:

CITY OF KIRKLAND:

Alexis Anderson
Alexis Anderson (Mar 25, 2024 12:07 PDT)

Smitha Krishnan

(signature)

Smitha Krishnan, IT Director

Director

Print Name Alexis Anderson

Date: Mar 25, 2024

Address 1224 Hammond Drive, Suite 1500

City, Zip Atlanta, 30346

Phone(s) 925-719-9545

INSIGHT GLOBAL, LLC
STATEMENT OF WORK

This Statement of Work (“**SOW**”) is made between Insight Global, LLC (“**Insight Global**”) and its client City of Kirkland (“**Client**”). This SOW is effective as of **March 22, 2024**.

Insight Global specializes in staffing services (“**Services**”). Client desires to engage Insight Global to provide staffing services, and Insight Global desires to be engaged by Client, all on the terms and conditions of this SOW.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM.

1.1 Term. This SOW shall commence on March 25, 2024, and continue until September 25, 2024, or as terminated as provided herein.

1.2 Termination for Breach. Either party may terminate this SOW upon notice if the other party materially breaches any term or condition of this SOW.

1.3 Termination for Convenience. Either party may terminate this SOW for convenience upon fourteen (14) days’ written notice to the other.

1.4 Effect of Termination. In the event of the expiration or earlier termination of this SOW, Client will pay Insight Global as provided in this SOW through the date of termination but shall have no other or further liability to Insight Global, except to the extent Client is or becomes obligated to pay Conversion Fees pursuant to Section 10.1 or to indemnify Insight Global pursuant to Section 13.2.

2. SERVICES. The Services to be performed by Insight Global shall include the following: (a) recruiting, selecting, hiring, employing and assigning personnel in compliance with applicable laws; (b) compensating personnel and providing the benefits that Insight Global has available; (c) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer’s obligations for unemployment compensation; (d) providing any legally required workers’ compensation benefits and coverage; (e) maintaining personnel and payroll records; (f) making legally required employment law disclosures; and (g) performing human resources administration and non-operational supervision with respect to Contract Employees.

3. CONTRACT ASSIGNMENT.

3.1 Contract Employee. Insight Global shall provide Jeremy Metcalf (“**Contract Employee**”) to Client to perform the work as requested by Client (the “**Contract Assignment**”). The Contract Assignment shall be performed on a time and material basis and conform in all material respects to any performance specifications as required by Client.

3.2 Contract Assignment. Insight Global shall provide Contract Employee to perform the following Contract Assignment: Senior Systems Administration

3.3 Client Obligations. Client shall determine the methods, details, and means of performing the Contract Assignment to be performed by the Contract Employee. Insight Global shall have no right to, and shall not, control the manner or determine the method of accomplishing such Contract Assignment. Client

also shall be entitled to exercise a broad general power of supervision and control over the results of Contract Assignment performed by the Contract Employee to ensure satisfactory performance and acceptable work product. Client will designate a management-level individual to be responsible for overseeing the Contract Employee with respect to the provision of the Contract Assignment being performed by the Contract Employee under this SOW.

If the placement of the Contract Employee extends for more than one (1) year, standard and overtime hourly billing rates for the Contract Employee shall be increased by the greater of (i) three percent (3%) annually, or (ii) the year-over-year percentage increase in the pay rate provided to such Contract Employee. Insight Global shall use commercially reasonable efforts to cause such increase to be reflected on the first available billing cycle following the anniversary date for such Contract Employee.

4. **PERSONNEL.**

4.1 Client Discretion Regarding Contract Employees. Client may interview the Contract Employees whom Insight Global assigns to perform the Contract Assignment for Client. Client shall have the right, at any time, to request the removal of any Contract Employee whom Client deems to be unsatisfactory, except to the extent prohibited by applicable law. Upon such request, Insight Global shall use all reasonable efforts to promptly replace such Contract Employee with substitute personnel having appropriate skills and training.

4.2 Background Checks. Insight Global shall conduct a comprehensive criminal background check on Contract Employees under this SOW and shall assign only those Contract Employees to perform the Contract Assignment for Client whose background check results are satisfactory to Insight Global and Client. Client, at its option, shall have the right to require Insight Global to perform additional background checks. Client and Insight Global shall cooperate in good faith to conduct all such background checks in accordance with applicable laws. Insight Global shall not be required to perform any background checks that are prohibited by applicable law.

5. **INDEPENDENT CONTRACTOR STATUS.**

5.1 Independent Contractor Status; No Partnership, Agency or Exclusivity. Insight Global is an independent contractor of Client. Neither party is, nor shall either party represent itself as, an employee, agent, representative or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, to incur any obligation or liability or otherwise bind the other party. This SOW is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party and each party hereby disclaims any such liability. This SOW is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

5.2 Insight Global Employees. In no event shall any employee, contractor or agent of Insight Global be considered an employee, contractor or agent of Client. Insight Global shall have sole responsibility for payment of compensation to Contract Employees. Insight Global shall pay and report, for all Contract Employees assigned to perform work for Client, all federal, state, and local income tax withholding, social security taxes, payroll taxes and unemployment/employment insurance applicable to such Contract Employees. Insight Global shall bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) that Insight Global provides or is legislatively mandated to provide the Contract Employees, as employees of Insight Global. Insight Global agrees to defend, indemnify, and hold harmless Client, its officers, directors, employees, and agents, and the administrators of their benefit plans from and against any claims, liabilities, or expenses relating to compensation, tax,

insurance, or benefit matters that Insight Global provides or is legislatively mandated to provide the Contract Employees.

6. RATES; INVOICES; TAXES.

6.1 Rates and Invoices. Insight Global will invoice Client on a weekly basis for all approved hours worked by the Contract Employee. Client will be billed at the rate of \$70 per regular hour and \$105 per overtime hour for hours worked by a Contract Employee in excess of forty (40) hours per week, or as otherwise required by law. Invoices submitted by Insight Global to Client are presumed to be accurate and fully payable on the terms contained therein. If Client objects to any portion of the invoice, Client shall notify Insight Global in writing within ten (10) business days of Client's receipt of invoice.

6.2 Taxes. In those limited jurisdictions where Services are subject to sales tax, Client will pay to Insight Global applicable sales taxes on fees due under this Agreement. Insight Global agrees and acknowledges that Insight Global will be responsible for remitting any applicable sales taxes. Any applicable sales taxes will be reflected as a separate line item on each invoice.

7. **TIMESHEETS.** Insight Global's timecard shall be the official time record for purposes of payment under Sections 6 and 9 herein. Client will approve timecards on a weekly basis. If the timecard is not approved or rejected within five (5) business days, such timecard will be presumed as accurate. Client agrees that it shall not instruct nor permit any Contract Employee not to record and report on such Contract Employee's timecard all hours worked on by Contract Employee in connection with such engagement.

8. **EXPENSES.** To the extent that any Contract Employee incurs a necessary and reasonable expense in the performance of Services for Client, and Insight Global is required to reimburse Contract Employee for such expense under applicable law, Client agrees that Insight Global shall bill Client for such expense.

9. **PAYMENT; DEFAULT.** Payment in full for invoices shall be made to Insight Global within thirty (30) days from invoice date. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and Insight Global has notified Client verbally or in writing of the past due balance, Insight Global may, without advance notice, immediately cease providing any and all further Services without any liability to Client for interruption of pending work.

10. CONVERSION.

10.1 Conversion. Resumes submitted by Insight Global to Client are confidential and proprietary to Insight Global, and for Client use only. Client agrees that Insight Global is the representative of all Contract Employees on whose behalf Insight Global submits resumes to Client in response to Client requests. If Client or its affiliates hires, employs, or otherwise engages (for example as an independent contractor or through another staffing agency) any Contract Employee performing work for Client under this Agreement, Client shall pay Insight Global a conversion fee (the "**Conversion Fee**") in an amount according to the schedule below of the relevant Contract Employee's Annualized Compensation (as defined below):

Conversion Fee Schedule	
Length on assignment	Conversion Fee percentage
0 – 60 days	25% of Annualized Compensation
61 – 120 days	20% of Annualized Compensation
121 – 180 days	15% of Annualized Compensation

181+ days

10% of Annualized Compensation

In such circumstances, Insight Global will invoice Client for the Conversion Fee upon the later of the (i) commencement of such Contract Employee's employment or engagement with Client or (ii) the date Insight Global becomes aware of such commencement, and Client shall promptly pay the Conversion Fee to Insight Global. "**Annualized Compensation**" is defined as annual salary, signing bonus, any guaranteed portion of any annual bonus, vested, in-the-money stock options or similar equity awards, car allowance, severance pay, and any other compensation that is expected to be earned by the Contract Employee during the first twelve (12) months of service with Client, regardless of when or if such compensation is actually paid.

10.2 Early Termination of Contract Employees. Except to the extent set forth in Section 10.1, there are no fees associated with the early termination of Client's engagement with any Contract Employee.

10.3 Survival. Section 1.4 and Section 10 shall survive the expiration or early termination of this SOW.

11. **CONFIDENTIAL INFORMATION.** During the course of this SOW, the parties to this SOW and their respective officers, employees, agents, and personnel may have access to Confidential Information which is not generally known and which is considered proprietary by one or more parties to this SOW, or to parties affiliated with one or more parties to this SOW, or their respective customers and suppliers.

11.1 Description of Confidential Information. For purposes of this SOW: "**Discloser**" means the party to this SOW that provides any Confidential Information to the other party or any third party; "**Recipient**" means any party to this SOW that receives any Confidential Information; "**Confidential Information**" means any information disclosed directly or indirectly in writing, orally, by the Recipient's visual inspection or mental impression and/or to which the Recipient may have access during the term of this SOW that is marked as confidential or proprietary or should be reasonably understood to be confidential or proprietary to the Discloser, including, but not limited to, information concerning the Disclosing Party's business, services, finances, employees, customer lists, strategic plans, or other marketing and technical information and other unpublished information, as well as any trade secrets (as such term is defined by applicable law).

11.2 Use of Confidential Information. Insight Global and Client shall maintain, and Insight Global shall obligate its personnel by written agreement to maintain, all such Confidential Information in confidence during the term and after termination of this SOW, and not to disclose such Confidential Information to anyone other than those directly involved with this SOW, and not to disclose or permit access by any third party to any such Confidential Information, except to the extent disclosure is expressly permitted by the Discloser or any affiliate of the Discloser, and not to use any such Confidential Information except in the performance of the Services pursuant to this SOW. Recipient shall protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of Discloser and shall prevent such information from falling into the public domain or the possession of unauthorized persons.

11.3 Standard of Care. Recipient shall protect the Confidential Information from disclosure and/or access by any person other than its employees and agents who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient undertakes to notify Discloser promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of this SOW as soon as Recipient becomes aware of such breach and will cooperate with Discloser to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

11.4 **Exclusions.** This SOW imposes no obligation upon Recipient with respect to Confidential Information that: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law, except that the Recipient will disclose only such information as is legally required and will provide Discloser prompt notice of the applicable subpoena or court order such that Discloser will have the opportunity to seek a protective order; or (g) is disclosed by Recipient with Discloser's prior written approval.

12. **INTELLECTUAL PROPERTY.**

12.1 **Work Product.** All work product rendered by Insight Global in the performance of the Contract Assignment and the products or proceeds of such work product, including without limitation all software programs, source code, notes, plans, drawings, specifications, schedules, designs, instructions, manuals and other materials prepared or developed by Insight Global or Contract Employees pursuant to this SOW ("**Work Products**") shall be the sole and exclusive property of Client, as specified by Client to Insight Global. Insight Global hereby irrevocably transfers, conveys and assigns to Client, as directed by Client, all right, title, and interest in and to such Work Products. In the event that Work Products are not deemed "works made for hire," Insight Global hereby irrevocably transfers, conveys and assigns to Client, as the case may be, all right, title, and interest in such Work Products. At Client's request and expense, Insight Global shall assist Client in perfecting any rights or claims under this Section 12.1 and in executing any applications and registrations pertaining thereto. To the extent that Insight Global refuses to execute any such applications and registrations or fails to execute same within fifteen (15) days of receipt of Client's written request, Insight Global hereby irrevocably appoints Client and any of its officers as Insight Global's attorney in fact to undertake such acts in Insight Global's name.

12.2 **Assignment of Rights.** Insight Global represents and warrants that it shall acquire from the Contract Employees provided hereunder an enforceable assignment of any such rights as are necessary so that Client shall receive the rights hereby agreed to be conveyed free of any claims of such Contract Employees. Insight Global shall indemnify, hold harmless and defend Client from any such claims.

13. **INDEMNIFICATION; LIMITATION OF LIABILITY.**

13.1 **Insight Global Indemnity.** Insight Global shall defend, indemnify and hold harmless Client and its respective employees, officers, directors and shareholders from and against any claims, actions, losses, costs, liabilities or expenses (including reasonable legal fees and expenses) to the extent arising out of or relating to:

(a) any allegation that any work product provided pursuant to this Agreement infringes on any patent, copyright, trademark or other proprietary right of a third party,

(b) any breach by Insight Global, its officers, directors, employees or contractors of their obligations of confidentiality with respect to Client's Confidential Information disclosed pursuant to this Agreement,

(c) any claim asserted against Client by any current or former employee or other personnel of Insight Global based on Insight Global's failure to perform its obligations as the general employer as set out in Section 2, or

(d) all loss and liability, damage to, destruction of property and the injury to or death of any employee, officer or agent of Client, Insight Global or any third party to the

extent that it results from the grossly negligent act or willful misconduct of Insight Global, its employees or personnel.

13.2 Indemnification by Client. As operator of its business, Client controls the environment in which the Contract Employees perform work, and the details of such work. As such, Client shall perform or be responsible for the following: (a) providing Contract Employees with a safe and suitable workplace and with adequate instructions to perform their work; (b) the conduct of its own officers, employees, and agents; (c) using a Contract Employee only in assignments that match the job descriptions for which such Contract Employees is assigned; and (d) any claim by Client or any third party relating to, or arising out of, work product created by a Contract Employee for or on behalf of Client, except to the extent Insight Global is obligated to indemnify Client pursuant to Section 13.1. Client shall defend and indemnify Insight Global (and its officers, directors, and employees) for any losses, penalties, and damages resulting from third party claims or actions to the extent such losses arise from (v) Client's violation of law; (w) its failure to fulfill its responsibilities set out in this Section 13.2;(x) work product created by a Contract Employee for or on behalf of Client, except to the extent Insight Global is obligated to indemnify Client pursuant to Section 13.1; (y) any other breach of this SOW by Client; or (z) the grossly negligent act or willful misconduct of Client, its employees or personnel.

13.3. Indemnification Process. As a condition to the indemnification obligations outlined above, the indemnified party shall provide such cooperation as the indemnifying party reasonably requests in connection with any investigation or defense of any such action or claim and shall furnish to the indemnifying party all information reasonably requested which relates to such action or claim at the indemnified party's expense.

13.4 Limitation of Liability.

- (a) In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill.
- (b) As a condition for recovery of any liability, the parties must assert any claim under this Agreement within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier.
- (c) In no event shall Insight Global's liability to Client exceed the fees received by Insight Global from Client during the preceding six (6) month period, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

14. **MISCELLANEOUS.**

14.1 Equipment Fees. To the extent Client requires Insight Global to furnish equipment (i.e., laptops, tablets, etc.) to any Contract Employee in order to perform the Services, Insight Global will charge Client a monthly equipment charge based on its published rates for equipment from time to time.

14.2 Use of Logos. Client hereby grants to Insight Global the express right to use Client's company logo(s) in marketing, sales, financial, public relations materials and similar communications to identify Client as an Insight Global customer. Insight Global hereby grants to Client the express right to use Insight Global's logo(s) to identify Insight Global as a provider of services to Client. Other than as expressly stated herein, neither party shall use the other party's logos, marks, or other intellectual property without the prior written permission of the other party. Each party agrees (i) to cease using or displaying such logos upon the written

request of the other party and (ii) that in the course of displaying such logos, it shall not divulge confidential information regarding the nature of the engagement.

14.3 Entire Agreement. This SOW constitutes the entire agreement between the parties pertaining to the subject matter of this SOW. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this SOW.

14.4 Waiver, Amendment. Except as expressly provided in this SOW, no amendment or waiver of this SOW shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this SOW shall constitute a waiver of any other provision nor shall any waiver of any provision of this SOW constitute a continuing waiver unless otherwise expressly provided.

14.5 Severability. Each of the provisions contained in this SOW is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this SOW invalid or unenforceable in any respect. The parties shall endeavour in good-faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

14.6 Binding Effect. The expiration or termination of this SOW will not destroy or diminish the binding force and effect of any of the provisions of this SOW that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, provisions relating to payment of fees and expenses (including witness fees and expenses and liquidated damage fees), governing law, limitation of liability and indemnity.

14.7 Force Majeure. Neither party will be liable for any delay or failure to perform under this SOW (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control.

14.8 Further Assurances. A party shall, upon request of the other party, execute and deliver or cause to be executed and delivered, all such documents, deeds and other instruments of further assurance and do or cause to be done all such acts and things as may be reasonably necessary or advisable to implement and give full effect to the provisions of this SOW.

14.9 Successors and Assignees. This SOW shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This SOW may not be assigned by either party without the prior written consent of the other party.

14.10 Governing Law. This SOW will be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions.

14.11 Flow Downs for Clients Supporting Government Programs. Client shall incorporate in writing any terms from a prime contract that are applicable to Insight Global's Services and/or the work performed by Contract Employees into this Agreement or the applicable SOW, including but not limited to the following: (a) any prevailing wage or other wage requirements, including but not limited to FAR 52.222-41 Service Contract Labor Standards ("SCA") or FAR 52.222-6 Construction Wage Requirements ("Davis Bacon"); (b) and occupation code and title, if SCA, Davis Bacon, or other prevailing wage requirement is applicable; (c) minimum labor category qualification requirements; and (d) security clearances ("Flow

Downs”). In the event it is determined that any Flow Downs have been or are applicable to any services under this Agreement and Client failed to notify Insight Global, Client agrees to indemnify and hold harmless Insight Global for any such costs, losses, or damages which Insight Global may suffer or incur related to complying with applicable terms due to Client’s failure to notify Insight Global.

IN WITNESS WHEREOF, the parties have executed this SOW, under seal, the day and year first above written.

INSIGHT GLOBAL

Alexis Anderson
Alexis Anderson (Mar 25, 2024 12:07 PDT)

Signature

Alexis Anderson

Print Name

Portfolio Manager

Title

CLIENT

Smitha Krishnan

Signature

Smitha Krishnan

Print Name

IT Director

Title

Temporary Services Statement of Work

To Master Services Agreement for Staffing Services

This Temporary Services Statement of Work (“Temp SOW”) to the Master Services Agreement dated [Parent Contract Effective Date] (“Agreement”) between Insight Global, LLC (“Insight Global”) and [Client Name] (“Client”), will be governed by, and is an integral part of, the Agreement.

**If work supports a Federal Government contract, fill out supplemental information on Federal Government Specific Information: Temporary Services Statement of Work.*

Contract Employee Name: Jeremy Metcalf
Contract Employee Start Date: 3/25/24
Bill Rate: \$70
Straight Time: \$70
Overtime: \$105
Double Time: \$140
Timesheet Method: eRecruit
Timesheet Approver Name: Chuck Saunders
Timesheet Approval Email Address: csaunders@kirklandwa.gov
Invoice Method: Email
Invoice/AP Point of Contact Name: Chuck Saunders
Invoice/AP Point of Contact Email Address: csaunders@kirklandwa.gov
Is a Purchase Order (PO) Needed? No
PO Number:
PO Start Date
PO Expiration Date/ End Date
PO Funding Amount
PO Owner Name:
PO Owner Email Address:

INSIGHT GLOBAL, LLC

Alexis Anderson

Alexis Anderson (Mar 25, 2024 12:07 PDT)

Signature

Alexis Anderson

Print Name

CLIENT

Smitha Krishnan

Signature

Smitha Krishnan

Print Name

Portfolio Manager

Title

Mar 25, 2024

Date

IT Director

Title

Mar 26, 2024

Date

**Federal Government Specific Information: Temporary Services Statement of Work
To Master Services Agreement for Staffing Services**

This Temporary Services Statement of Work (“**Temp SOW**”) to the Master Services Agreement dated [Parent Contract Effective Date] (“**Agreement**”) between Insight Global, LLC (“**Insight Global**”) and [Client Name] (“**Client**”), will be governed by, and is an integral part of, the Agreement.

**If work supports a Federal Government contract, fill out supplemental information below.*

***If work is being purchased through Insight Global’s GSA Schedule, fill out supplemental information in addition to the requested information below*

Contract Employee Name:

Contract Employee Start Date:

Bill Rate:

Straight Time:

Overtime:

Double Time:

Timesheet Method:

Choose an item.

Timesheet Approver Name:

Timesheet Approval Email Address:

Invoice Method:

Choose an item.

Invoice/AP Point of Contact Name:

Invoice/AP Point of Contact Email Address:

Is a Purchase Order (PO) Needed?

Choose an item.

PO Number:

PO Start Date

PO Expiration Date/ End Date

PO Funding Amount

PO Owner Name:

PO Owner Email Address:

In the event of any conflict between this Contract Employee Rate Agreement and the service agreement, the service agreement will govern and prevail.

Prime Contract Number:

Task Order Number (if applicable):

Federal Customer:

Program Name:

Job Title:

Job Description(s) and Qualifications:

Worksite Location:

Security Clearance:

***Contract Employee End Date:**

**Only complete if Contract Employee requires a Security Clearance*

Commerciality. Services performed by Insight Global are Commercial Services, as defined in FAR 2.101. The only FAR clauses applicable to this Contract Employee Rate Agreement shall be those applicable to the procurement of Commercial Services.

Flow Downs. It is intended that any Flow Downs shall apply to Insight Global only to the extent necessary to reflect the position of Insight Global as a service provider performing commercial labor support services for Client.

Select if included within the Prime Contract:

FAR 52.222-6 Construction Wage Rate Requirements

FAR 52.222-41 Service Contract Labor Standards

If selected above, please provide the following:

Wage Determination and Revision Number:

Occupation Code and Title:

Client certifies that this Contract Employee Rate Agreement contains all Prime Contract Flow Downs applicable to Insight Global’s services pursuant to this Contract Employee Rate Agreement.

INSIGHT GLOBAL, LLC

Alexis Anderson

Alexis Anderson (Mar 25, 2024 12:07 PDT)

Signature

Alexis Anderson

Print Name

Portfolio Manager

Title

Mar 25, 2024

Date

CLIENT

Smitha Krishnan

Signature

Smitha Krishnan

Print Name

IT Director

Title

Mar 26, 2024

Date

GSA (GS-35F-0247Y) Specific Information

In the event of any conflict between this Contract Employee Rate Agreement and Insight Global’s GSA MAS GS-35F-0247Y, the GSA MAS GS-35F-0247Y will govern and prevail.

GSA Labor Category:

Job Title:

Job Description:

Worksite Location:

Security Clearance:

***Contract Employee End Date:**

**Only complete if Contract Employee requires a Security Clearance*

Applicable Performance Standards: Contract Employees will perform services as directed by the Client in a professional and workmanlike manner.

INSIGHT GLOBAL, LLC

Alexis Anderson

Alexis Anderson (Mar 25, 2024 12:07 PDT)

Signature

Alexis Anderson

Print Name

Portfolio Manager

Title

Mar 25, 2024

Date

CLIENT

Smitha Krishnan

Signature

Smitha Krishnan

Print Name

IT Director

Title

Mar 26, 2024

Date



System Center Configuration Manager Project Professional Services Scope of Work

Project Background: The City of Kirkland uses Microsoft System Center Configuration Manager, hereafter referred to as SCCM, to manage its Windows desktop environment. As part of the 2024 IT Work Plan, IT will migrate from SCCM to Microsoft Intune and Microsoft Auto Pilot as the primary environment to manage the Windows desktop environment. However, this migration followed by stabilization will take at least six months. This one-time engagement that shall not exceed four months is to support the Network Operations Teams during the migration period.

Project Objectives:

Troubleshoot and improve the configuration of SCCM to add efficiencies to the deployment of new laptops.

Scope of Work: The scope of work includes the following activities:

- a. Evaluate the current environment, report the findings, make recommendations.
- b. Assist the city with implementing agreed recommendations.
- c. Recommend and implement best practices in the migration path to Microsoft Intune and Microsoft Auto Pilot for managing the Windows desktop environment.

The scope of work outlined in this document is included as an Addendum to Section 3 of the Insight Global Scope of Work Agreement.

Project Tasks

Phase 1:

- Access the current state of SCCM.
- Document and report the findings to IT Management.
- Provide recommendations for IT Management to make informed decisions from.
- Assist in implementing the agreed changes.

Phase 2:

- Work with IT Staff to understand and assess the current early-stage setup of Microsoft Intune and Microsoft Auto Pilot.
- Document findings and make recommendations on the current state of the environment

Phase 3:

- Assist the city's IT staff in migrating to Microsoft Intune and Microsoft Auto Pilot. Train IT staff till they are self-sufficient in the new platform.

Location of Work: The primary work location will be at Kirkland City Hall, located at 123 5th Ave, Kirkland, WA 98033. Some remote work may be

accommodated for the consultant after initial onboarding and assessment of the SCCM platform.

Deliverables: Weekly updates to IT Leadership, documentation, reports and task as outlined in Phases one through three.

Payment Terms: Payment terms are governed by the terms outline in the Insight Global contract and scope of work agreement

Project Completion: Upon completion of the tasks and deliverables outlined in Phases one through three or at maximum of not more than four months, the engagement for this project engagement will be considered complete.

Project Requirements: The City of Kirkland will provide the contractor with a laptop and all software required to complete the project as outlined. All hardware and software provided, shall be returned to the City of Kirkland at the end of this engagement.

Smitha Krishnan

Smitha Krishnan, IT Director
City of Kirkland

Mar 28, 2024

Date

Alexis Anderson

Alexis Anderson (Mar 27, 2024 16:39 PDT)

Representative, Insight Global

Mar 27, 2024

Date

IT Operations Consultant - Insight Global

Final Audit Report

2024-03-28

Created:	2024-03-27
By:	Danielle Giles (dgiles@kirklandwa.gov)
Status:	Signed
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