

“CYBER”

CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: INSIGHT GLOBAL, LLC.

VENDOR # 1000015785

ADDRESS/CITY/ST/ZIP: 4170 ASHFORD DUNWOODY ROAD NE, SUITE 250 ATLANTA, GA 30319

TYPE OF CONTRACT: New ☒ Renewal ☐ Amendment ☐ Services ☐ Goods ☐ Consulting ☒ Construction ☐ Lease ☐ Other ☐

DESCRIPTION/SCOPE OF WORK: HELP DESK & CUSTOMER SUPPORT

CONTRACT AMT: \$72,800.00 CONTRACT PERIOD: 04/13/2020-04/12/2021 RFP/IFB/RFQ#:

FUNDING SOURCE: General ☒ State ☐ Federal ☐ Grant ☐ Other ☐

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200160100			\$ 72,800.00		“CYBER RELATED”
2								
3								

COUNTY ATTORNEY

Contract requires Risk Management approval? YES ☒ NO ☐

RISK MANAGER Signature: _____ Date: _____

Contract requires BOCC approval? YES ☒ NO ☐ Date of BOCC Approval: _____

COMMENTS:

Reviewing Attorney: _____ Date: _____

INITIATING DEPARTMENT

By: _____ Date: _____

COUNTY MANAGER

By: _____ Date: _____

CLERK TO THE BOARD

By: _____ Date: _____

IT DEPT *(IT Related Contracts)*

By: _____ Date: _____

FUNDS RES DOC ID# _____

BUDGET *(Required only for Business Area 9800)*

By: _____ Date: _____

CHIEF FINANCIAL OFFICER *Pre-audit Certification Completed: Yes ☐ No ☐*

Signature: _____ Date: _____

PURCHASING

By: _____ Date: _____

Purchasing Comments:



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)

4/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:
	PHONE (A/C, No, Ext):
INSURED IG IGLOO HOLDINGS, INC 1477087 4170 Ashford Dunwoody Road NE Suites 250 Atlanta GA 30319	FAX (A/C, No):
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Great Northern Insurance Company	NAIC # 20303
INSURER B : Federal Insurance Company	20281
INSURER C : Massachusetts Bay Insurance Company	22306
INSURER D : ACE American Insurance Company	22667
INSURER E : Chubb Custom Insurance Company	38989
INSURER F :	

COVERAGES INSL01

CERTIFICATE NUMBER: 12933228

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EE Benefits Agg \$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	Y	3604-50-54	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	7361-24-99	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	Y	7989-45-79	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/T/N N	Y N/A	7183-26-55 (AOS)	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O-Cyber:	N	Y	D95189763	1/1/2020	1/1/2021	Per E&O/MPL Claim:\$10M Per Cyber Claim:\$10M Agg. Limit:\$10M Retro Date:01/01/01

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
(C)Crime/Employee Dishonesty/Fidelity(Includes 3rd Party)-Primary Policy# BDA-1027182, Eff. Dates:1/1/20-1/1/21 at \$10,000,000 limit per occurrence for Employee Theft Coverage.Includes Client Coverage (loss sustained by the client from theft by Employee of IG).(B)Employment Practices Liability Policy#8260-2466 Eff. Dates: 10/1/19-1/1/21 \$10M per claim/aggregate.Above E&O Policy# D95189763 includes Professional/Staffing coverage. Cyber Liability covers breaches of privacy and network security and claims of unauthorized access, including coverage for first party notification/credit monitoring and other expenses resulting from such breaches.

CERTIFICATE HOLDER

12933228
Durham County
200 East Main Street
Durham NC 27701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**NORTH CAROLINA
DURHAM COUNTY**

CONSULTANT CONTRACT

THIS CONTRACT is made, and entered into this the 13th day of April, 2020, by and between the COUNTY of DURHAM, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and INSIGHT GLOBAL, LLC., a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONSULTANT").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONSULTANT hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONSULTANT agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONSULTANT.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The "effective date" of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **04/13/2020**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the "effective date" indicated above.

The Term of this contract for services is from 04/13/2020 to 04/12/2021 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONSULTANT.** CONSULTANT shall receive from COUNTY an amount not to exceed **SEVENTY-TWO THOUSAND EIGHT HUNDRED Dollars (\$ 72,800.00)** as full compensation for the provision of Services. COUNTY agrees to pay CONSULTANT at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONSULTANT shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONSULTANT's duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONSULTANT's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONSULTANT, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors,

subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.
 5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic

- security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
 7. Any attorney/client privileged information disclosed by either party.
 8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
 9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
 10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the

demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department Procurement Analyst within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

6. OWNERSHIP OF WORK. All Work and any documents prepared by the CONSULTANT for or on account of this contract shall be the owned by the COUNTY, and the COUNTY shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the COUNTY’s reserved rights.

7. INDEMNIFICATION. To the fullest extent permitted by laws and regulations, CONSULTANT shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONSULTANT’s performance of this Contract or the actions of the CONSULTANT or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONSULTANT in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONSULTANT, a subcontractor, an employee of a subcontractor, or an agent of the CONSULTANT or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

8. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All the policies required of the CONSULTANT shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONSULTANT shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONSULTANT’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONSULTANT’S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONSULTANT. In the event CONSULTANT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

8.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

8.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

8.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to the COUNTY in this Contract. CONSULTANT shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the CONSULTANT to maintain such insurance or to meet its obligations under the indemnification provisions.

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

9. TERMINATION.

9.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONSULTANT shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

- a. Give CONSULTANT written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the CONSULTANT written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the County for damages caused by the CONSULTANT's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

9.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 9.1 or 9.2, shall not form the basis of any claim for loss of anticipated profits by either party.

- 10. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT, unless otherwise agreed in writing.
- 11. EQUIPMENT.** CONSULTANT shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 12. COMPLIANCE WITH LAWS.** CONSULTANT shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONSULTANT is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONSULTANT may be declared ineligible for further COUNTY contracts.
- 13. HEALTH AND SAFETY.** CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
- 14. NON-DISCRIMINATION IN EMPLOYMENT.** CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONSULTANT may be declared ineligible for further COUNTY contracts.
- 15. EMPLOYMENT ADVERTISING REQUIREMENTS.** CONSULTANT shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONSULTANT'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.
- 16. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
- 17. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).**
Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham County are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham County against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a

Staffing Company, CONSULTANT shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the County against any associated 4980H penalties. Please complete Exhibit A and return with this contract.

- 18. SECURITY BACKGROUND CHECKS.** The Consultant is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Consultant's employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Consultant employee from employment on a County contract unless explicitly mandated by law.

The Consultant will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Consultant's County point of contact of the results of the review. A Consultant can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

- 19. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONSULTANT must make the materials to be audited available within one (1) week of the request for them.

20. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the COUNTY and the CONSULTANT, arising from this Agreement or the services and/or materials being provided by the CONSULTANT, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONSULTANT in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or materials. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

21. EXISTENCE. CONSULTANT warrants that it is an individual/firm/corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of NC and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

22. CORPORATE AUTHORITY. By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONSULTANT.

23. SUCCESSORS AND ASSIGNS. CONSULTANT shall not assign its interest in this Contract without the written consent of COUNTY. CONSULTANT has no authority to enter into contracts on behalf of COUNTY.

24. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONSULTANT
ATTN: INSIGHT GLOBAL, LLC.
4170 ASHFORD DUNWOODY RD. NE, SUITE 250
BROOKHAVEN, GA 30319**

25. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

26. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

27. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification.**

28. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs. As part of the implementation of the MWBE Program, Contractors shall complete **Attachment 2 – MWBE Utilization Form**, to provide the percentage/dollar value being subcontracted to any minority or women-owned business being utilized on this contract. Attachment 2 is hereby incorporated herein and made a part of this contract.

29. ENTIRE CONTRACT. This contract, including Attachment 1 and Attachment 2, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Consultant Contract to be executed by their duly authorized officer or agent.

By: _____

Print Name/Title: _____

Date of Signature: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

CONTRACTOR

By: Soham Desai

Print Name/Title: Soham Desai - Account Coordinator

Date of Signature: 4/28/2020

“ATTACHMENT 1 & 2” to follow

EXHIBIT A
(For Staffing Agencies Only)
AFFORDABLE CARE ACT REQUIREMENTS

This Exhibit A is an integral part of the contract between the County of Durham (hereinafter referred to as "County"), and Insight Global, LLC (hereinafter referred to as "Contractor"), which contract is dated September 27, 2013, for the provision of temporary staffing services.

- (1) The Contractor agrees that, effective as of January 1, 2015, it shall offer "affordable," "minimum value" coverage to all "full-time employees" who are assigned by the Contractor to the County. For purposes of this provision:
 - (a) Coverage shall be considered "affordable" if it satisfies one of the "safe harbors" for "affordability" as set forth in Treasury Regulation § 54.4980H-5(e) or any successor regulation thereto;
 - (b) Coverage shall be considered to provide "minimum value" if the percentage of the total allowed costs of benefits provided under the coverage is no less than 60 percent when calculated in accordance with the provisions of 45 CFR § 156.145 or any successor regulation thereto; and
 - (c) A "full-time employee" means an employee of the Contractor who is considered to be a "full-time employee" as that term is defined in Code § 4980H(c)(3) and in the Treasury Regulations issued thereunder and entitled to the coverage and protections provided thereunder.
- (2) County shall pay five dollars (\$5.00) for each individual per month for each full-time employee of the Contractor who was assigned to the County and who accepts coverage for that month. In the event that a full-time employee of the Contractor was assigned to the County for less than an entire calendar month or was covered for less than an entire calendar month, the employee's status will be determined as of the first day of the calendar month.
- (3) The parties agree that the above provisions are intended to ensure that the County is able to take advantage of the "safe harbor" provided by the Treasury in the preamble to the final "shared responsibility" regulations as published in the Federal Register on February 12, 2014 (79 Fed. Reg. 8544, 8966 (Feb. 12, 2014)) and that the above provisions should be construed and applied accordingly.
- (4) The Contractor shall indemnify the County and hold the County harmless from any and all claims and penalties that may be asserted against the County as a consequence of or arising out of the performance of services by the Contractor under this Agreement, including, but not limited to any penalties that may be assessed against the County under Code § 4980H relating to or caused by any failure on the part of the Contractor to offer "affordable," "minimum value" coverage to any "full-time employees" assigned to the County, and further including any costs and expenses incurred by the County in responding to an actual or proposed assessment of such penalties on the part of the Internal Revenue Service. This Section shall survive the expiration or termination of this Agreement.
- (5) The foregoing requirements shall not apply to any person who is assigned to the County and is engaged for less than sixty (60) days unless and until such time as such person has in fact been engaged for a period of greater than sixty (60) days. Upon meeting such threshold, the Contractor shall provide to the County the discount for employees that have accepted coverage pursuant to section 2 above.



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** ("County"), and **Insight Global** ("Contractor"), which contract is dated **for a 12-month Contract start April 13th, 2020**. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. Background/Purpose: *County of Durham is in need of additional resources, specifically in the help desk/Customer Support department*

II. References: *(Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)*

III. Work/Requirements: *(Level 1 Help Desk Opening; handling inbound calls, responding to tickets, creating new accounts and resetting new passwords in Active Directory, escalating issues, and handling each call with proper customer service)*

IV. Schedules/Timelines: *(Monday-Friday, 8 hours a day, 40 hours a week, for 12 months. Additional hours may be requested if the manager asks)*

V. Transmittal/Delivery/Accessibility: *(How - Describe delivery methods for reports or deliverables. Include contact information of department procuring the services. Describe if County property is to be provided or access to the property, and how that will be handled, i.e. keys, holidays, security measures.)*

Account Manager Contact: Carly Slifka
984-227-4108
Carly.slifka@insightglobal.com

Sales Manager Contact: Gary Foster
919.859.6799
Gary.foster@insightglobal.com

Hiring Manager Contact: Bert White
984.260.5954
bwhite@dconc.gov

VI. Payment: *(Include Rate of payment, Time for payments and Methods of payment.)*

BR: \$35/hr

OT BR: 52.50

Contractor must enter hours at the end of day every Friday through Insight Global's Time keeping method; E-Recruit. County of Durham Manager will approve hours in the tool on Monday mornings. Insight Global and County of Durham will receive invoices.

Full scope of contract: 35/hr x 2,080 = \$72,800

INSIGHT GLOBAL, LLC
STATEMENT OF WORK

This Statement of Work (“**SOW**”) is made between Insight Global, LLC (“**Insight Global**”) and its client County of Durham (“**Client**”). This SOW is effective as of **April 13, 2020**.

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 April 13, 2020, and continue until April 12, 2021, 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 Daniel Lindsey (“**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: Help Desk Support

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.

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 hours worked by the Contract Employee for the number of hours worked the previous week. Client will be billed at the rate

of \$35 per regular hour and \$52.50 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 time-card shall be the official time record for purposes of payment under Sections 6 and 9 herein. Client agrees that it shall not instruct nor permit any Contract Employee not to record and report on such Contract Employee's time card all hours worked on by Contract Employee in connection with such engagement.

8. **EXPENSES.** Client shall reimburse Insight Global for all ordinary, necessary and reasonable travel expenses incurred by a Contract Employee while such Contract Employee is performing work on behalf of Client.

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 SOW within one hundred eighty (180) days of the end of such Contract Employee's engagement through Insight Global, Client shall pay Insight Global a conversion fee (the "**Conversion Fee**") in an amount equal to twenty-five percent (25%) of the relevant Contract Employee's Annualized Compensation (as defined below). 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 No Conversion Fee for Placements Exceeding 180 Days. Notwithstanding anything set forth in Section 10.1, once a Contract Employee has been engaged by Insight Global to perform Services for Client for one hundred eighty (180) days or more, no Conversion Fee shall be payable to Insight Global if Client hires, employs, or otherwise engages such Contract Employee.

10.4 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 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 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

[Remainder of page intentionally left blank.]

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

INSIGHT GLOBAL

Soham Desai
Signature

Soham Desai
Print Name

Account Coordinator
Title

CLIENT

Signature

Print Name

Title



MWBE UTILIZATION FORM

This MWBE Utilization Form is an integral part of the contract between the County of Durham and **INSIGHT GLOBAL, LLC.**, (Contractor), which contract is dated **04/13/2020**. The purpose of this form is to assist in identifying minority participation associated with County contracts.

Note: If Purchasing has already performed MWBE pre-award compliance during a bid process and/or BOCC contract approval, please attach the pre-award compliance form to this form and submit with the contract. Completing the remainder of this form will not be required.

Description of Services/Goods : HELP DESK/CUSTOMER SUPPORT

Contract Amt : **\$ 72,000.00**

Contract Term: **04/13/2020-04/12/2021**

Please check one:

☒ Contractor will provide 100% of the services/goods for this contract.

☐ Contractor will **subcontract** a percentage of the services/goods for this contract to a non-minority business enterprise or a non-profit.

☐ Contractor will **subcontract** a percentage of the services/goods for this contract to the minority-owned business enterprise(s) identified below.

Minority Business Enterprise Name, Address & E-Mail	Minority Category*	Description of Work	Percentage %	Dollar Value

***Minority Categories:** Black/African American (B), Female (F), Hispanic (H), Asian American (A), American Indian (I)

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE % Availability (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal					25.0%

This form shall accompany all contracts submitted to Purchasing.