

## INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: INSIGHT GLOBAL, LLC. VENDOR # 1000015785 COVID 19 RELATED

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

SOHAM DESAI

Print Name

[soham.desai@insightglobal.com](mailto:soham.desai@insightglobal.com)

E-Mail Address

TYPE OF CONTRACT: New \_\_\_ Renewal \_\_\_ Amendment X Services X Goods \_\_\_ Consulting \_ Construction \_ Lease\_\_\_ Other \_\_\_\_\_

SCOPE OF WORK: HELP DESK & CUSTOMER SUPPORT

CONTRACT AMT: \$72,800.00 (original)+ \$ 72,800.00 (increase)=\$145,600.00 (total) CONTRACT TERM: 04/12/2021-04/11/2022 RFP/IFB/RFQ#: N/A

FUNDING SOURCE: General X State \_\_\_ Federal \_\_\_ UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES \_\_\_ NO X

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	42001910000	52001601000			0069	\$ 72,800.00	I	AMENDMENT
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES \_\_\_ NO X

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES X NO Date of BOCC Approval: \_\_\_\_\_

COUNTY ATTORNEY

Reviewing Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

REQUISITIONER

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/E-Mail: \_\_\_\_\_

PURCHASING MANAGER

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CHIEF FINANCIAL OFFICER

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

COUNTY MANAGER

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

CLERK TO THE BOARD

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

IS&T DEPT

\_\_\_\_\_ Date: \_\_\_\_\_

DocuSign E-Signature

Additional Comments/Instructions by Department:

FUNDS RESERVATION# 20-1140

Purchasing Comments:

## CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)

1/12/2021

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).

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> R. J. N.	
	<b>INSURER /SI AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Great Northern Insurance Comoanv	
	<b>INSURER C:</b> Massachusetts Bay Insurance Comoanv	
	<b>INSURER E:</b> Chubb Custom Insurance Comnanv	
<b>INSURED</b> Insight Global, LLC 1349312 1224 Hammond Drive Suite 1500 Atlanta GA 30346	<b>NAIC#</b>	
	20303	
	20281	
	22506	
	22667	
<b>INSURER F:</b>		38989

**COVERAGES** INSL01 **CERTIFICATE NUMBER:** 17286711 **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	SUBR	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EE Benefits Aim \$3M <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROCT <input checked="" type="checkbox"/> DLoc OTHER:	N	Y	3604-50-54	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1000000 DAMAGES TO PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OPAGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	7361-24-99	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1000000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA UAB</b> EXCESS LIAB OCCUR CLAIMS-MADE OED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	N	Y	7989-45-79	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> ANY PROMOTOR/PARTNER/EXECUTIVE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	NIA	Y	7183-26-55 (AOS)	1/1/2021	1/1/2022	PER STATUTE <input checked="" type="checkbox"/> g/H E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O-Cyber:	N	N	D95189763	1/1/2021	1/1/2022	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)**  
 (C)Crime/Employee Dishonesty/Fidelity (Includes 3rd Party)-Primary Policy# BDA-1027182, Eif. Dates: 1/1/21-1/1/24 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 Eif. Dates: 1/1/21-1/1/22 \$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

## CANCELLATION See Attachments

17286711

County Of Durham  
 County Office Building  
 200 E Main St  
 Durham NC 27701

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

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**From:** [Cook, Kim](#)  
**To:** [Foy, Laura](#)  
**Cc:** [Hamashima, Les A.](#)  
**Subject:** RE: MARCH BOCC ITEM FOR LEGAL/approved/Insight Global  
**Date:** Wednesday, February 3, 2021 4:44:45 PM  
**Attachments:** [image001.png](#)

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Laura-

Below is legal approval.

Pls forward completed contract with approval asap.

**From:** Darby, Willie S. <wdarby@dconc.gov>  
**Sent:** Wednesday, February 3, 2021 4:29 PM  
**To:** Cook, Kim <kcook@dconc.gov>  
**Subject:** RE: MARCH BOCC ITEM FOR LEGAL

Hi Kim:

The Insight Global contract for March BOCC is hereby approved as to form. The COI is approved as well.

Thanks,  
Willie

Thank you,  
Kim

**KIMBERLY M COOK** | Senior Business Manager



200 East Main Street, 5<sup>th</sup> Floor  
Durham, North Carolina 27701  
Office (919) 560-7083 | Cell (984) 260-5761 | Fax (919) 560-7008 | [kcook@dconc.gov](mailto:kcook@dconc.gov)

*Be Safe, Wear a Mask, Wash Those Hands, and Practice Social Distancing (6ft)*

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**From:** Foy, Laura <LFOY@dconc.gov>  
**Sent:** Wednesday, February 3, 2021 11:41 AM  
**To:** Cook, Kim <kcook@dconc.gov>  
**Cc:** Hamashima, Les A. <lhamashima@dconc.gov>  
**Subject:** MARCH BOCC ITEM FOR LEGAL  
**Importance:** High

Kim,  
Please review and forward to legal for March BOCC item.

Thanks

**LAURA J FOY** | Administrative Officer



200 East Main Street, 5<sup>th</sup> Floor  
Durham, North Carolina 27701  
Office (919) 560-7065 | Cell (919) 724-2331 | Fax (919) 560-7008 | [lfoy@dconc.gov](mailto:lfoy@dconc.gov)

**Caution:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

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NORTH CAROLINA  
DURHAM COUNTY

SERVICE CONTRACT AMENDMENT

THIS SERVICE CONTRACT AMENDMENT is made, and entered into this the 3rd day of February , 2021, 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 "CONTRACTOR")

WHEREAS, the Parties entered into a Service Contract on the 13th day of April, 2020; and

WHEREAS, the Parties are amenable to amending the original Contract; and

WHEREAS, the new terms of time and payment are as follows:

Term of the Original Agreement is hereby extended thru 04/11/2022

Total compensation paid to Contractor: of \$ 145,600.00 (original-\$72,800.00+increase \$ 72,800.00) for a total of \$ 145,600.00 and

NOW THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the extent required by federal law the Parties agree as follows:

1. NON-DISCRIMINATION IN EMPLOYMENT/EQUAL EMPLOYMENT OPPORTUNITY

1.1. During the performance of this Contract CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sex orientation, gender identity or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment with regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provide setting forth the provisions of this nondiscrimination clause.

1.2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of

an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

1.4. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the

supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 2. MISCELLANEOUS PROVISIONS.

### 2.1 COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARD ACT. (See 29 C.F.R. §5.5)

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation, liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5 the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

(c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. §5.5.

(d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. §5.5.

2.2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Insight Global, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



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Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

### 2.3. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act.

(a) The Contractor agrees to comply with all applicable standards, orders, or regulation issue pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act, If applicable.

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 2.4. SUSPENSION AND DEBARMENT

(a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by Durham County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Durham County, the Federal Government may pursue

available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

#### 2.5. CONTRACT CHANGES

This Contract may not be changed or modified except in writing and by the consent of all parties.

#### 2.6. DHS SEAL, LOGO, AND FLAGS

"The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

#### 2.7. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

#### 2.8. NO OBLIGATION BY FEDERAL GOVERNMENT

"The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

#### 2.9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement."

3. All of the other provisions of the original Contract shall remain in effect as if fully set out herein.

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

COUNTY OF DURHAM

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

Print Name and Title: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Durham County Chief Financial Officer



**County Of Duham**  
**200 E Main St**  
**Durham, NC 27701**

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the method listed below, referencing Certificate ID **17286711**.

Email: [SE-EDelivery@lockton.com](mailto:SE-EDelivery@lockton.com)

- - Please include the above Certificate ID number and "Email Address for E-Deliver" in the subject line.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using the method above.

***The above inbox is for automating electronic deliver of certificates only. Please do NOT send future certificate requests to this inbox.***

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**

Lockton Companies  
3280 Peachtree Road NE, Ste. 250  
Atlanta, GA 30305



## 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 12th, 2021**. 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 for technical writing in the helpdesk/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 : the contractor will be responsible for preparing the technical support for the level 1 help desk group. The resource will be working with the team to help process any level 1 technical support. As well as providing customer support for any technical issues and will be responsible for escalating any higher level requests.*

*IV. Schedules/Timelines: (Monday-Friday, 8 hours a day, 40 hours a week, for 6 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: Brenna Flanigan

412.527.2800

[Brenna.Flanigan@insightglobal.com](mailto:Brenna.Flanigan@insightglobal.com)

Sales Manager Contact: Emma Voelker

919.859.6799

[Emma.Voelker@insightglobal.com](mailto:Emma.Voelker@insightglobal.com)

Hiring Manager Contact: Bert White

984.260.5954

[bwhite@dconnc.gov](mailto:bwhite@dconnc.gov)

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

BR: \$35/hr.

OT BR: \$52.50/hr

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 hours = \$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 12<sup>th</sup>, 2021**.

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 12<sup>th</sup>, 2021 , and continue until April 11th, 2022, 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 Kendra Hinton (“**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: Level 1 Help Desk

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 timecard 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. To the fullest extent permitted by law, 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. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of Client, which immunity is hereby reserved to Client.

### 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 endeavor 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 North Carolina, 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**

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Signature

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Print Name

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Title

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Date**CLIENT**

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Signature

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Print Name

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Title

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Date