



**Managed Services Contract**

Prepared for:

**CareerSource Polk**

Stacy Campbell-Domineck, CEO  
Stacy.campbell-domineck@careersourcepolk.com

### Subscriptions

Description	Qty	Ext. Recurring
<b>Enterprise AntiVirus - Monthly - (Included at no additional cost)</b>	200	\$0.00
<b>Enterprise Cloud Monitor Agent - Monthly - (Included at no additional cost)</b>	200	\$0.00
<b>Enterprise Patch Management for Windows - Monthly - (Included at no additional cost)</b>	200	\$0.00
<b>Datto Offsite Backup and Support (Monthly)</b>	1	\$860.00
<b>Cisco Umbrella - Content Filtering - (\$2.50 per license) - Monthly</b>	200	\$500.00
<b>Exchange Online Archiving for Exchange Online - Non-Profit - Monthly</b>	1	\$0.75
<b>Advanced Threat Protection Plan 1- Nonprofit - (\$0.80 per license) - Monthly</b>	68	\$54.40
<b>Office 365 E3 - Nonprofit - (\$4.50 per license) - Monthly Subscription</b>	68	\$306.00
<b>Office 365 E1 - Nonprofit - Monthly Subscription (Included at no additional cost)</b>	40	\$0.00

Recurring Subtotal: **\$1,721.15**

### Services

Description	Recurring	Qty	Ext. Recurring
<b>All-Inclusive Managed Services IT Support - (Monthly)</b>	\$13,500.00	1	\$13,500.00

Recurring Subtotal: **\$13,500.00**

This **CONTRACT** is made and entered into, by, and between the **POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC.**, dba CareerSource Polk, located at 600 N. Broadway Ave., Suite B, Bartow, FL 33830, hereinafter referred to as "CareerSource Polk (CSP)," and **INSPIRED TECHNOLOGIES** located at **3058 Highland Oaks Terrace, Tallahassee, FL 32301**, hereinafter referred to as the "Provider."

## Statement of Work

### **Network Administration**

Provider will provide IT Managed Services Solution in the operation of all areas of the CareerSource Polk computer network and telephone system. This support would also include implementation projects such as network equipment upgrades, telephone system upgrades, server upgrades, handling of connectivity issues, software upgrades, firmware upgrades to hardware, technical advice on hardware purchases, and site reviews as necessary. Support will also include installation of Microsoft Office 365.

Provider will also provide E-mail / Remote Access / Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

Not included in this contract is the purchase cost of any equipment to be replaced. Any cost identified via failure of equipment, licensing, or upgrades would be the responsibility of CareerSource Polk.

### **Help Desk Services**

Provider would provide Help Desk support services in the operation of all areas of the CareerSource Polk computer network. This support includes fielding all Help Desk calls from the CareerSource Polk users, everyday PC / monitor / printer / etc. issues that arise at the CareerSource Polk locations.

Provider would also provide Phone / E-mail / Remote Access / Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

### **Break Down of Support Hours**

Inspired Technologies will provide CareerSource Polk with a full time on-site employee technician by April 15, 2020 and remote technicians as needed for support each week. The onsite FTE technician will report to one of the CSP work sites and be available for IT support during substantially all CSP business days and hours according to a mutually-agreed upon work schedule. Technicians will complete daily tasks and maintenance, such as Help Desk support and network administration tasks. These technicians will also be involved in project management and planning, upgrades, security monitoring, reporting, asset management, and staff meetings. Inspired Technologies will also guarantee a 2-hour response time for any emergency issues.

Provider will provide each and every Network Technician that enters CareerSource Polk locations with every tool needed to perform any support tasks for the CareerSource Polk Network. This includes laptops, telecommunication equipment, cell phones, basic cables & connectors, and any other standard tool.

### **Equipment Covered by this Contract**

Provider will support all CareerSource Polk computer and telephone equipment. This includes all workstations, telephones, servers, printers, routers, switches and any other network device in use at any of the CareerSource Polk locations for the duration of this contract. Inspired Technologies is responsible for labor only.

### **Immediate IT Remediation Projects and Tasks**

Provider will review how the staff of CareerSource Polk interfaces with technology so that recommendations can also be made for efficiency gains in business processes from an IT standpoint. Provider will also begin building a baseline of the current network environment. The network infrastructure will be reviewed and analyzed so that hardware and software recommendations can be made. As part of the initial review Provider

will be looking at:

- Production Network Equipment
- Production Servers (Both Physical and Virtual)
- Production Workstations
- Inventory of Production Software
- Production Licenses
- Patch Management Status
- Current Network Security Posture
- Policies and Procedures
- Disaster Recovery Capabilities

In addition, any outstanding projects such as a hardware refresh or email system migration will be documented, planned, coordinated, and scheduled with the executive staff at CSP.

### **Ongoing IT Operations Management and Support**

Even during the initial review phase, Provider knows end user support is essential to the success of your organization. Because of this, all CSP employees will have immediate access to our Help Desk.

Provider's Help Desk has both Tier One and Tier Two technicians available during standard business hours. This team can be reached via phone or email. Either option will allow the Provider to create a support ticket. Typical response times are under two hours, but with the ability to call in directly to the Help Desk, any issue that CSP classifies as business critical can be fielded immediately and will be escalated to the appropriate group instantly.

Provider's Tier Two technicians have the ability to escalate tickets to the Tier Three engineers when necessary. These tickets would include major network or server changes, issues deemed business critical by CSP, as well as issues unable to be resolved in a timely manner.

### **Long Range IT Strategic Planning and Changes to ensure IT excellence**

Understanding that technology is constantly evolving and changing, Provider will remain up to date on the latest security threats, as well as new products and software that could increase CSP's efficiency.

Provider will keep detailed records of CSP's production hardware, software, and licenses. On an annual basis Provider will review CSP's environment to plan its IT needs for the next three to five years. This helps ensure that IT purchases made this fiscal year are going to compliment the end solution down the road.

This contract is all inclusive and no travel costs. Provider understands that regardless of the ticket volume, number of phone calls, or hours required in the provision of managed services, CSP is covered.

CSP employees would have unlimited access to our Help Desk team for daily issues that arise and need immediate attention. Provider will also provide access to local technicians that will field any tickets that require additional onsite assistance. On large scale deployments or projects, Provider will dispatch a team of technicians to assist as needed.

Provider will not place a cap on the number of hours or tickets that CareerSource Polk can enter in a given month.

### **Managed Services Solution, method, staffing and approach**

Provider will begin building a baseline of CSP's current network environment. Provider will review and analyze the network infrastructure so that hardware and software recommendations can be made. Provider's Consultants will also review how CSP staff interfaces with technology so that recommendations can also be made for efficiency gains in business processes from an IT standpoint. Provider will also review CSP policies and procedures in place that pertain to IT.

During this review process, Provider will also begin taking support calls and will assess, after a short period of time, the need for any specific training or recommendations for CSP staff. This is an ongoing process. Provider has dedicated staff members that review support tickets and look for recurring issues that could be resolved by getting to the root cause of the issue instead of only treating the symptoms.

Provider's Help Desk team will have both Tier One and Tier Two technicians available during standard business hours. This team can be reached via phone or email. Either option will allow the Provider to create a support ticket. Provider's typical response times are under two hours, but with the ability to call in directly to our Help Desk, any issue classified as business critical can be fielded immediately and will be escalated to the appropriate group instantly. Provider will also provide access to local technicians that will field any issues that require onsite assistance.

Provider will work to ensure that CSP's network infrastructure aligns with the Provider's proven templates which will enable for a more efficient triage and support and provide a secure IT environment for CSP employees to work in.

Provider's consulting team will request a standing meeting with CSP's management to present the current status of ongoing projects, as well as to hear any necessary feedback. After the initial meeting, Provider will request consulting meetings at least quarterly, but ideally monthly.

#### **Transition to Managed Services Method and Timeframe**

Provider will have sufficient on-site resources to accommodate any issues that may arise whether normal maintenance activities or emergency IT issues. All CSP employees will utilize Help Desk procedures for reporting issues. Help Desk tickets will be logged into the Provider's ticketing software with all attempts for resolution being performed remotely via a remote access application. In the event the problem cannot be resolved remotely, an on-site visit will be scheduled. A priority will be assigned based on the severity of the issue to reflect the required response time. Tickets are assigned to internal Tier groups, please see the diagram provided in this section for the internal ticket flow.

Upon full execution of this Managed Services Contract, Provider will outline CSP maintenance activity tasks that pertain to the normal, sound operations of a distributed computer system for daily, weekly, monthly repetition (such as System Backups, Patch Management, Monthly Reporting, Log Reviews.)

Any special requests or projects will be immediately escalated and expertly handled by lead consultants or management.

#### **Backups and Disaster Recovery**

Provider will catalog all CSP production servers and file shares ensuring the backup system is capturing the data. Backups will occur on an hourly basis, not just daily, providing an opportunity to restore data from multiple points throughout the day.

As a part of the Disaster Recovery or Business Continuity Planning, Provider will provide afterhours and emergency support options through several different means. Provider's afterhours call service contacts an on-call technician and/or uses a direct escalation option based on severity of the emergency. Provider will make the list available to CSP with email and cellular options. During times of potential natural disaster and continuity plan activation, Provider will have resources in multiple time-zones that can be accessible for support calls and troubleshooting. Provider has Satellite Phones available for use in times of potential communication outages. The Satellite Phone numbers are provided as a part of the Business Continuity Planning process.

#### **Information Security, Privacy and Regulatory Compliance**

Provider uses NIST as its strategic guiding resource for Information Security Standards and will actively keep an Information Security Plan updated annually for adherence to these standards. Provider will implement the necessary standards to keep CSP compliant and secure based on industry standard protocols. Provider will review different aspects of CSP network for the required set of standards needed for the listed standards and any additional standards not identified. In many cases, the implementation of select standards may require a fiscal investment. Provider will provide CSP with an assessment of where specific standards need to be implemented. If additional costs are required through the implementation of software or hardware, Provider will provide the best cost estimate possible when researching solutions as needed.

### **Hardware refresh and procurement process**

Provider will work closely with CSP to provide a hardware Lifecycle Plan to identify which systems should be prioritized for replacement first, as well as assisting CSP with budgeting for the next three to five years. With a System Lifecycle Plan implemented CSP systems will run more efficiently and securely. Ultimately CSP employees will be able to remain productive and focused on their jobs.

Provider will work closely with CSP executive team members for quoting out and procuring hardware. Provider partners with many leading businesses in the industry (Microsoft, Dell, Barracuda, Veeam, Cisco and Datto to name a few) and can provide competitive quotes streamlining the procurement process. However, in the event that this process is not allowed, Provider will still be available to discuss the requirements of hardware procurement to ensure the equipment meets the needs of CSP and is provided with the appropriate support.

### **Software updates, upgrades, patches**

During the onboarding process, Provider will review the patch status of all devices on the network and work to bring them current. To accomplish this, the agent software that is deployed during this onboarding process is also tied back into the Provider's Patch Management system. This system ensures that servers and workstations are up to date. Provider will work with staff at CareerSource Polk to identify a weekly maintenance window for patch installation.

As upgrades are released for production applications requiring a manual installation, Provider will work with staff at CSP to ensure minimal business impact and to verify that the software remains functional after installation.

### **Application/database maintenance and support**

Provider has a number of employees with an extensive background in dealing with database applications. As with Patch Management, Provider will work to identify a suitable maintenance window should update or maintenance be required for any production database applications. Provider will also work with any vendor that CSP has a support contract with for application maintenance.

### **End user training**

Provider understands the importance of training employees, especially in today's environment where security concerns such as phishing attempts are becoming more and more prevalent. Provider will provide security and awareness training and will run anti-phishing campaigns using services such as "KnowBe4" to help customers better understand where they can improve from a security standpoint.

### **Documentation: policies, procedures, licenses, inventory, etc.**

Provider keeps exhaustive documentation from ticket resolution notes that are added to its knowledge base, to system credentials, license keys, network diagrams, IP address information, circuit IDs and vendor account numbers. All of this information is securely stored in a system that is encrypted and requires not only the correct permissions but also Multi-Factor authentication for the Provider's team to access it allowing for the creation of a custom run book for CareerSource Polk and the Provider's technicians to quickly find the information required to solve CSP's IT issues.

The Provider's Remote Monitoring and Management agent software also feeds back into a warranty and lifecycle system that can quickly produce a report of all production workstations and servers (both physical and virtual).

### **Performance Metrics:**

Provider will respond to service-related incidents and/or requests submitted by CareerSource Polk within the following time frames:

- Custom Response time for issues classified as **Executive Escalation** priority.
- 0-2 hours (during business hours) for issues classified as **High** priority.
- Within 2-8 hours for issues classified as **Medium** priority.
- Within 1-2 working days for issues classified as **Low** priority.

Provider will provide remote assistance in-line with the above timescales dependent on the priority of the support request. Additionally, a custom dashboard will be created giving the executive team at CSP access to live data inside the Provider's ticketing system. The metrics that are being reported can be customized to fit CSP's needs. Typical Gauges in the system show current open ticket count, closed tickets for the past 30 days, graphs of the types of tickets being entered, as well as top employees that submit tickets. This data can be hugely beneficial in identifying recurring tickets entered into the system and gives the Provider and the executive team at CSP a chance to identify and fix the root cause of the issue.

### **Pricing:**

- \$13,500.00 per month for Managed Services, all-inclusive costs, no travel costs.
- Provider will provide:
  - Enterprise Antivirus for production devices
  - Patch Management and Remote Monitoring Software for production devices
  - Executive Level IT Guidance
  - Represent CSP to State IT entities as needed
  - Staff Training as needed
  - A representative in internal management meeting as needed
  - Network Administration
  - Vendor Management
  - IT Project Management
  - Complete Help Desk Services
  - Assistance with the responsibility as an Information Security Officer for State System Access

### **Summary**

In summary, Inspired Technologies will serve as a fully functional on-site IT Managed Services Staff, fulfilling all duties that fall under Network Administration and Help Desk for CareerSource Polk.

Contract is for labor only. Any equipment/software purchases will be quoted and paid for separately. All equipment and software purchases are to be at the discretion of CareerSource Polk.

The term of this contract is from July 1st, 2021 through June 30, 2022 in accordance with CareerSource Polk's program year. Thereafter, this contract shall automatically renew for one year unless either party gives the other written notice of termination at least (30) days prior to expiration of the then-current term. The monthly recurring service fees for each annual renewal term shall not increase any more than the lessor of 2% or CPI.



## Terms and Conditions

This contract by and between Inspired Technologies and CareerSource Polk sets forth the terms and conditions under which Inspired Technologies shall provide certain professional services.

1. **Scope of Services** - All services to be provided hereunder shall be as authorized and defined in the attached Statement of Work, which shall be executed by the parties and which shall constitute a part of these Terms and Conditions. The Statement of Work and this appendix shall be construed as being consistent; however, in the event such construction is unreasonable, the provisions of the Statement of Work shall control.
2. **Payment** - The applicable rates, charges, and invoicing information for each task authorized shall be as specified in the attached Statement of Work.
3. **Confidentiality of Data** - Both parties acknowledge that in connection with the performance of its duties hereunder it may be provided with or have access to written information and data which is proprietary to the other and which is so marked as proprietary. Both parties agree to keep confidential all such information and data and shall not disclose same either in whole or in part to any third party without the others written consent.

Both parties agree that without the other's prior written consent, it will not copy or reproduce any information or data or sell, assign, disclose, disseminate, give or transfer any such information or data or any portion thereof to any third party, at any time whether before or after termination of this contract. Both parties further agree that upon termination of this contract or completion of any task assigned hereunder, it will return all applicable information, data, related notes, and work papers belonging to the other.

#### 4. Inspired Technologies Representations

- a) Inspired Technologies represents that it shall at times exert its best efforts to diligently perform its assigned duties under this contract.
- b) Inspired Technologies warrants that all services under this Contract shall be performed in a professional and workmanlike manner.
- c) Inspired Technologies further represents that all programs, documentation, reports, design or other items prepared by Inspired Technologies (termed "Developed Items") under this contract shall be the property of Inspired Technologies and the original work product of Inspired Technologies, and Inspired Technologies shall defend and hold CareerSource Polk harmless from and against any claim brought against CareerSource Polk, that any Developed Items infringe a United States patent or Copyright, or the trade secret or other proprietary right of a third parties. The parties agree that Developed Items do not constitute "work made for hire" as that term is defined under Section 101 of the Copyright Act.
- d) Except as provided above, Inspired Technologies MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 5. Terms and Termination - This contract may be terminated in the following manner:

- a) Each phase of this contract as outlined in the attached Statement of Work shall terminate upon completion and signed acknowledgment of Acceptance of each phase.



- b) Each party may terminate this contract prior to the commencement of any work outlined in the Statement of Work.
  - c) By either party upon the default of the other party to perform its responsibilities hereunder, providing that written notice of such default has been given, and providing that such default has not been corrected within the thirty (30) days following receipt of such notice.
  - d) By mutual consent of both parties.
6. **Limitation of Liability** - Inspired Technologies liability under this contract for any and all damages, whether direct or indirect, including consequential, shall be limited to the charges paid or to be paid to Inspired Technologies under this contract by CareerSource Polk for the services which gave rise to such damages. Additionally, all software, hardware and associated licensing is the sole responsibility of CareerSource Polk. Inspired Technologies will periodically provide status of software and hardware licensing, but CareerSource Polk bears all responsibility for meeting the legal obligations per specific vendor requirements.
7. **Indemnification** – Provider shall indemnify, hold harmless and defend CSP, its agents, and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent or wrongful act or omission, or based on any act of fraud or defalcation by the Provider, its agents, sub-contractors, assigns, heirs, and employees during performance under this Contract. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to CSP on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against CSP or any of its agents or employees by any employee of the Provider, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or types of damages, compensation, or benefits payable by or for the Provider or any sub-contractor, under worker's compensation acts, disability benefit acts, or other employee benefit acts. The foregoing indemnification provisions shall not be applicable to any injuries, damages or losses resulting in whole, from the acts or omissions of CSP.
8. **Penalties for downtime** – Provider will provide SP all the above services in a prompt fashion. If Provider fails to respond to an issue deemed "Mission Critical" by CSP's administration, the following penalties will be levied:
- a) 8-hour downtime – 5% monthly contract rate
  - b) 12-hour downtime – 10% monthly contract rate
  - c) 2-hour downtime – 25% monthly contract rate
- These penalties will not apply if the issue is hardware or third party vendor related.
9. **Independent Contractor** - It is specifically agreed by the parties that the relationship of the Provider to CareerSource Polk is that of an Independent Contractor, and the Provider shall not be entitled to any of the employee benefits provided by CareerSource Polk to its employees.
10. **Non-solicitation of Employees** - During the period this contract is in effect, and for a period of twelve (12) months after, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment.

11. **Notices** - Any notice required or permitted given hereunder shall be either 1) delivered personally or 2) sent by prepaid certified mail, return receipt requested, and shall not be deemed to have been given until received by the other party. Each party shall specify the address and addressee for receipt of such notices prior to the commencement of this contract.
12. **Force Majeure** - Neither party shall be responsible for delays nor failure in performance resulting from acts beyond its control. Such acts shall include but not limited to Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, fire, earthquakes or other disasters.
13. **Customer Responsibilities**
  - a) CareerSource Polk must provide appropriate access to the work areas and facilities, consistent with their security procedures, required to effect completion of work tasks. CareerSource Polk is responsible for removing obstacles and impediments, such as furniture, machinery, or other items, which impede access to the work area.
  - b) CareerSource Polk must reasonably insure that Inspired Technologies employees are provided with a safe and secure work environment free of hazards, with adequate heat, lighting, and air conditioning unless otherwise specified in the Statement of Work.
  - c) If necessary for the completion of Inspired Technologies responsibilities under this contract, CareerSource Polk must supply adequate space for the receipt, storage and/or configuration of equipment.
  - d) Unless otherwise noted in the Statement of Work, CareerSource Polk must supply the labor required to move new or existing equipment included in this contract.
  - e) CareerSource Polk must provide prompt access to duly authorized CareerSource Polk personnel for the purpose of obtaining approvals and additional information required to effect completion of work.
  - f) CareerSource Polk is responsible for securing any appropriate authorization permits associated with the performance of work.
  - g) CareerSource Polk must provide all necessary architectural and wiring diagrams, specifications, and other information required for completion of the work tasks, if it exists. In the event that additional information is required, CareerSource Polk must supply such information in a timely manner.
14. **Standard Work Hours** - Unless otherwise noted in the Statement of Work, the standard work hours for Inspired Technologies personnel are 7:30am to 5:00pm EST.

Managed Services  
Contract



Prepared by:  
**Inspired Technologies**  
Craig Goodson  
(850) 386-8324  
[cgoodson@inspiredtech.net](mailto:cgoodson@inspiredtech.net)

Prepared for:  
**CareerSource Polk**  
600 N Broadway Ave., Suite B  
Bartow, FL 33830  
Stacy Campbell-Domineck  
(863) 508-1100  
[stacy.campbell-domineck@careersourcepolk.com](mailto:stacy.campbell-domineck@careersourcepolk.com)

Term:  
From: 7/1/2021  
Expiration Date: 06/30/2022

Recurring Expenses  
Summary

Description	Amount
Services	\$13,500.00
Subscriptions	\$1,721.15
Recurring Total: <b>\$15,221.15</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Inspired Technologies

CareerSource Polk

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Signature

Name: Craig Goodson  
Title: Managing Partner  
Date: 7/12/21

Name: Stacy Campbell-Domineck  
Title: President & CEO  
Date: 07/13/2021