

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and KiZan Technologies LLC (hereinafter "Contractor"), with its principal place of business at 1831 Williamson Ct Ste K, Louisville KY 40223.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall work with the JCPS Information Technology department to develop an optimal project planning solution to establish a single source of truth, and bridging appropriate technologies to provide a seamless method to manage resources, tasks, and capacity planning. KiZAN shall provide knowledge transfer to JCPS application development staff to facilitate the adoption and support of the new solution, moving forward. Statement of Work is attached and incorporated herein by reference.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>Not to exceed \$22,805.50</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of receipt of approved invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Fund</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 25, 2018 and shall complete the Services no later than Oct 1, 2018, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of

any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days

before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 25, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 61-1377783

JEFFERSON COUNTY BOARD OF
EDUCATION

KiZan Technologies LLC
CONTRACTOR

By: _____

By: Jackie Roberts

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Jackie Roberts
Chief Financial Officer

Cabinet Member: WR

MIKE ROUSO

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: Please refer to MA 758-1200000968

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: _____

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Raghu Seshadri

Print name of person making Determination

Information Technology

School or Department

Raghu Seshadri
Signature of person making Determination

06/18/2018
Date

KiZan Technologies LLC

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



Statement of Work Prepared for
Vladimir Brikker
at
Jefferson County Public Schools
for
MIS Projects Planning

5/31/2018

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Your KiZAN Team Leaders

Account Manager	Technical Lead
Ken Fox	Justin Kobel
(502) 292-4822	(502) 292-4829
Ken.Fox@kizan.com	Justin.Kobel@kizan.com

Scope and Success Statements

The following statements reflect our understanding of the business problem, the requested solution, and the definition of project success.

Business Problem Statement

Currently, planning and management of application development projects within JCPS MIS can be very challenging. There is not a seamless method to manage resources, tasks, and capacity planning. Various tools including VSTS, SharePoint and Project Server are being utilized, performing various roles in the current process which lacks the desired operational efficiency.

Statement of Success

KiZAN will work with JCPS to develop an optimal project planning solution establishing a single source of truth and bridging appropriate technologies in a cost effective and efficient manner. KiZAN will also provide knowledge transfer to JCPS application development staff to facilitate the adoption and support of the new solution moving forward.

Project Activities and Deliverables

Project deliverables are listed below by phase with major activities noted. Actual tasks will be documented in the project plan, tracked and noted in status documents.

Requested Work Statement

KiZAN will start this planning engagement with an onsite white board session between current JCPS stakeholders with involvement in Microsoft Teams, Visual Studio Team Services, SharePoint Online, and Project Server to review requirements for a project management, resource management, and development team platform.

KiZAN will then work with JCPS to document these recommendations and to develop a process to utilize the envisioned platform, including documentation regarding steps to provision Teams, VSTS Projects, Project Online Projects, and secure SharePoint Online content related to the project. This latter implementation phase will be based off the initial recommendations phase, but has been timeboxed to allow for JCPS to budget for an initial implementation of the recommendations

Project Duration

The estimated project time frame is approximately 3 weeks. As part of the project kickoff process, KiZAN will work with Jefferson County Public Schools to designate and allocate the appropriate resources and prepare a project plan that is mutually acceptable.

Project Approach using an appropriate KiZAN Methodology

KiZAN will implement this project using an appropriate project methodology. Each of the Phases below will be conducted in partnership with you and geared toward meeting the goals of the project as defined by you above.

MIS Project Execution Platform Planning

	Activities	Deliverables
Project Kickoff	<ul style="list-style-type: none"> Conduct Kickoff Meeting with project team and stakeholders 	<ul style="list-style-type: none"> Project start date and initial project plan
Planning	<ul style="list-style-type: none"> KiZAN's Project Server/Project Online and Visual Studio Team Systems architects will work onsite with JCPS stakeholders to determine high level requirements for portfolio management, project management, task management, and collaboration requirements within the MIS team (focused on development efforts initially, but looking towards a DevOps and infrastructure friendly model) KiZAN will present a whiteboard-level approach for the platform at the completion of this session 	<ul style="list-style-type: none"> High-level system architecture/design assets
Document and Pilot	<ul style="list-style-type: none"> KiZAN will document the end-state recommendations for a project management approach that is likely to include: <ul style="list-style-type: none"> Project Server (or Project Online) for resource management and/or portfolio management Visual Studio Team Systems for task and project management Microsoft Teams (and the backing SharePoint Online sites) for collaboration and document management In order to develop this documentation, KiZAN and JCPS may elect to build a prototype or pilot of this solution; either on JCPS or KiZAN's systems for demonstration 	<ul style="list-style-type: none"> Project Management Recommendations documentation

	Activities	Deliverables
Build	(Timeboxed to 40 hours for this proposal) <ul style="list-style-type: none"> Based off the documented recommendations, KiZAN will work with JCPS to implement recommendations or changes, which may include a subset of the following (or additional unknown items at the time of SOW authoring): <ul style="list-style-type: none"> Updating the Project Server configuration or provisioning a new Project Server Project Web App instance Updating Teams and Roles within VSTS Configuring Office 365 Groups/Microsoft Teams security and governance Developing step by step documentation on how to provision a project in this environment 	<ul style="list-style-type: none"> Implemented assets (as necessary and refined in the previous phase)
Closeout	<ul style="list-style-type: none"> Conduct project close out meeting 	<ul style="list-style-type: none"> All deliverables finalized

KiZAN anticipates providing all the above project services via resources local to the Louisville area; with a hybrid approach for onsite and offsite time.

Project Assumptions

The below assumptions are applicable to the provided Statement of Work.

- KiZAN will require the following permissions
 - Farm Administrator, Local Administrator and SQL SysAdmin on all systems connected to the on-premises Project Server instance
 - Team Project Collection Administrator to the VSTS instance
 - Azure AD Administrator and/or Office 365 Global Administrator (may not be required)
- JCPS stakeholders will be made available to KiZAN for a full business day onsite to conduct the planning and white boarding.
- KiZAN cannot guarantee that any or all items in the build phase will be able to be accomplished within the time boxed 40 hours; KiZAN will work with JCPS to select the most critical items to address prior to the execution of this phase.

Project Exclusions

1. This project does not include any estimated effort to deliver formal end-user knowledge transfer on the Project Online, Teams, or VSTS products. This may be recommended by KIZAN during the planning phase; but will be delivered separately.

Fees, Payments and Terms Summary

This statement of work (SOW) is subject to and governed by the terms and conditions of the fully executed Master Services Agreement between KIZAN and the Commonwealth of Kentucky for Microsoft Support Services (MA-758-1200000968).

	Item	Count	Fees
Item			One-Time
Time and Materials Labor Hours (a)	Rate	Hours	
Project Manager	\$140	17	\$2,380
Architect	\$165	106	\$17,490
ESTIMATED TOTAL			\$19,870

This is only an estimate. The actual cost may vary up or down by 15% based upon actual staffing consumed.

Statement of Work Projected Start Date

KIZAN works hard to ensure that work is started and finished on time. We will work with you to ensure that necessary staff is available to meet the needs of the project in all its phases both at KIZAN and at the Customer.

Based upon mutual discussions, the expected Start Date of this Project is: August 2018.

Statement of Work Acceptance

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the contract for the project defined in this document. The Customer's signature below authorizes KIZAN to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Within 3 business days of receipt of a signed Statement of Work the KIZAN assigned project manager and your account executive will be in touch to schedule a Project Kickoff and confirm desired start and completion dates. At the Project Kickoff, the KIZAN Project Manager will present the proposed project plan, clarify the change control process to be followed, confirm the Customer Contact and any other project administrative items.

Jefferson County Public Schools	KIZAN Technologies, LLC
Signature:	Signature
Print Name:	Print Name
Title	Title
Date	Date

Please complete the following:

Project Point of Contact

Name:

Email Address:

Phone Number:

Send Invoices To:

Name/Department:

Address:

City, State, Zip:

Email Address:

Phone Number:

Can invoices be sent via email?

Yes ☐ No ☐