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**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 40233.

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 will shall assist the board in migrating from SharePoint 2013 to SharePoint Online. Services include project planning, migration of 92 site collections and post migration support. The estimated project timeframe is approximately eight (8) weeks of active engagement and an additional sixteen (16) weeks of scheduled support. Contractor's "Statement of Work" is attached to this Contract as Attachment A and incorporated herin 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:	Shall not exceed \$70,560
Progress Payments (if not applicable, insert N/A):	Within 30 days of receipt of approved invoice for services provided
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on June 23, 2021 and shall complete the Services no later than June 30, 2022, 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions. 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. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. 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 June 23, 2021.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF EDUCATION

KiZan Technologies, LLC
CONTRACTOR

By: _____

Martin A. Pollio, Ed.D.

Title: Superintendent

By:  _____

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Jackie Roberts

Title: Chief Financial Officer

Cabinet Member: Dr. Kermit Belcher

KEB
(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 reference KY MA758-1900000783

- 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

6.1.21
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

Doug Sutherland

at

Jefferson County Public Schools

for

Migration of On-Premise SharePoint Site Collections

5/17/21

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Your KiZAN Team Leaders

Account Manager Ken Fox (502) 292-4822 kenf@kizan.com	Technical Author Jeff Frederick (502) 292-4841 jefff@kizan.com
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Project Overview

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

Business Problem Statement

Jefferson County Public Schools (JCPS) is migrating from SharePoint 2013 to SharePoint Online and requires KiZAN's assistance to migrate 92 sites totaling approximately 500 gigabytes. Assessments need to be performed to determine if there are incompatible sites and to determine the scope of the 2010/2013 workflows.

Requested Work Statement

The intranet assessment will be performed with the SharePoint Migration Assessment Tool which will help identify potential issues with the on-premises content. PowerShell scripts may be used to augment the tool.

The intranet migration from on-premises SharePoint to SharePoint online will be performed with the ShareGate tool. Content will be migrated with the current site structure to a staging area in SharePoint online. Users will validate the initial test migrations to discover any issues and remediation migrations will occur to test resolutions. Once users sign-off on the new site, the final migration will be scheduled and executed. The final migration will be an incremental migration to get any changes since the initial migrations.

After the final migrations are complete, support hours will be available for any issues discovered after the migrations.

Project Activities and Deliverables

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

Project Duration

The estimated project timeframe is approximately 8 weeks of active engagement and an additional 16 weeks of scheduled support. 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.

Application and Migration Assistance

	Activities	Deliverables
Planning	<ul style="list-style-type: none"> • Run SharePoint Migration Assessment Tool • Run additional PowerShell assessment scripts • Review sessions will be held to go over reports 	<ul style="list-style-type: none"> • Reports/logs with the results of the assessment
Migration	<ul style="list-style-type: none"> • Develop ShareGate migration scripts to assist with the Intranet Migration. Migrations can also be run ad-hoc via the ShareGate UI. • Execute test migrations so users can validate results. • Remediate issues found by users and run more test migrations to verify issue resolution. • Schedule and execute final incremental migrations. • Run scripts to validate migration results 	<ul style="list-style-type: none"> • Migration scripts • Reports/logs with the results
Post-Migration	<ul style="list-style-type: none"> • Scheduled support over 16 weeks 	

Project Assumptions

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

1. KiZAN will be given Office 365 credential with access to the site(s) that need to be migrated.
2. JCPS will have at least one ShareGate license and local server to run ShareGate.
3. Customizations that cannot be migrated with ShareGate will be inventoried but have not been scoped for migration in this SOW. They will be migrated with a formal change request upon JCPS' request.

Project Exclusions

1. Migration custom development deployed on-premises
2. Migration of InfoPath forms
3. SharePoint 2010 Workflows are not supported in SharePoint Online
4. End user training

Project Documentation

As part of project deliverables, KiZAN has called out specific documents to be delivered to the customer during each phase of the project. To clarify the contents of each document type and also to help make sure that all necessary information is provided, the below table shows what each document is and if it is included.

Document	Description	Deliverable
Initial Project Plan	An initial (or draft) project plan with estimated dates for the completion of specific tasks and phase deliverables; this is used as an initial scheduling item to collaborate with the customer regarding the project timeline, scope/work, and dependencies. It will be revised over the course of the project.	Included
Communication Plan	A matrix of customer and KiZAN team members, with responsibilities, project duties, and communication methods. This document is used to allow for both the customer and KiZAN to reach out to team members in a timely fashion.	Included
Quick Reference Guide	A brief (1-3 pages) reference of the solution as it was implemented, including specific callouts or helpful tips for operating within the environment.	Included

Fees, Payments, and Terms Summary

This statement of work (SOW) including invoicing and payment terms is subject to and governed by the terms and conditions of the fully executed Master Services Agreement between Jefferson County Public Schools and KiZAN for Microsoft Support Services (MA758-1900000783). Fees for labor do not include applicable government taxes.

This SOW includes required components. The pricing for all components is listed below.

Estimated Travel

KiZAN anticipates providing all the above project services remotely.

Item	Quantity	Cost	Extended
Mileage	0	\$0.58	\$0
Travel Time (Hours)	0	\$100	\$0
Hotel Nights	0	\$195	\$0
Hotel Parking	0	\$25	\$0
Rental Car + Gas	0	\$65	\$0
Meals	0	\$55	\$0
Expenses Total (a)			\$0

(a) KiZAN does not assign resources until Statements of Work are fully executed; above travel estimates are based KiZAN's envisioned resources at proposal time.

Required Components

Time and Materials Labor Hours	Rate	Hours	Fees
Senior Consultant	\$180	81	\$14,580
Senior Consultant	\$180	311	\$55,980
Gross Total			\$70,560

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

This price quote is valid for 60 days from receipt.

Statement of Work Projected Start Date


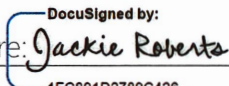
KiZAN works hard to ensure that work is begun and completed on time. KiZAN works with our customers to ensure that necessary staff is available to meet the needs of the project in all its phases both at KiZAN and at Jefferson County Public Schools.

KiZAN understands that Jefferson County Public Schools wishes to see this work completed by TBD.

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 as 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 seven (7) 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 and communications plan. The Project Manager will also 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: Kermit Belcher	Print Name: Jackie Roberts
Title Chief Information Officer Date 6.1.21	Title cfo Date 5/27/2021

Please complete the following and return the entire signed document to your KiZAN Account Manager for KiZAN to countersign.

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 emailed? Yes No